NORI TERMS OF SERVICE

Last Updated: September 26, 2023

These Terms of Service (“Terms”) apply to your access to and use of (i) the website located at http://nori.com (or any successor links) and all associated web pages, websites, and social media pages (the “Site”) provided by Nori, Inc., with offices at 2208 NW Market St, #403, Seattle, WA 98107 (“Company”, “we”, “our” or “us”), (ii) online services (including the Site and applicable decentralized applications, the “Services”) and (iii) products (“Products”). Products include Nori Carbon Removal Tonnes (“NRTs”) and other products that may be offered by the Company from time to time. We may change or update our Products and Product names from time to time.

By agreeing to these terms, except for (i) certain types of disputes described in Section 19, (ii) where you exercise your right to opt out of arbitration as described in Section 19, or (iii) to the extent prohibited by law, disputes between you and Company 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. Further, terms of sale in section 7 and the limited warranty set forth in section 8 will apply with respect to any products that you use. If you do not agree to these terms, do not use our Products or Services.

We may indicate that different or additional terms, conditions, guidelines, policies, or rules apply in relation to some of our Products or Services (“Supplemental Terms”). Any Supplemental Terms become part of your agreement with us if you use the applicable Products or 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 these Terms. The “Last Updated” date above indicates when these Terms were 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 these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Products or Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Products or Services.

1 Eligibility and Use Restrictions

(a) Authorization. If you use our Products or Services on behalf of another person or entity, (a) all references to “you” throughout these Terms (other than in this Section 2(a)) will include that person or entity, (b) you represent that you are authorized to accept these
Terms on that person’s or entity’s behalf, and (c) in the event you or that person or entity violates these Terms, that person or entity also agrees to be responsible to us.

(b) Use and Sharing. We may enable you to designate authorized individuals (“Authorized Users”) to use our Products or Services. You will be solely responsible for your Authorized Users and their activity in connection with the Products or Services. You are not otherwise authorized to share your account or your access to our Products or Services with any third party, subject to Section 1(c) below.

(c) Reselling. You may resell our Products and Services only if (i) you have agreed to these Terms, including Section 24; (ii) we have expressly authorized you in writing to resell our Products and Services, which may require you to accept supplemental or additional terms as determined by the Company in its sole discretion; and (iii) you have agreed to any additional resale terms and conditions that we make available from time to time.

(d) Age. Users under 18 years of age (or the age of legal majority where the user lives) may only use our Products or Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. The parent or legal guardian of a user under the age of 18 (or the age of legal majority) is fully responsible for the acts or omissions of such user in relation to our Products or Services.

(e) Compliance with law. One or more of our Products or Services may not be available or appropriate for use in your jurisdiction. By accessing or using any of our Products or Services, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. Additional important export compliance obligations are set forth in Section 23 below.

2 Your Information

(a) You may provide certain information to Company in connection with your access or use of our Products or Services, or we may otherwise collect certain information about you when you access or use our Products or Services. You agree to receive emails, SMS or text messages, and other types of communication from Company via the Products or Services using the email address or other contact information you provide in connection with the Products or Services. You represent and warrant that any information that you provide to Company in connection with the Products or Services is accurate.

(b) You acknowledge that Company maintains a registry for its Products and a public record of historical sales. You consent to and authorize Company to publish or disclose to third parties the following information about your purchase of a Product unless you have specifically elected for your purchase to be recorded as anonymous.

- your name; and
- the date of retirement on the NRT certificate.
(c) You acknowledge that any use of public blockchain technology creates a permanent immutable public record of transactions, including your blockchain transactions and your public key or wallet address when making payment from, or receiving delivery to, such key or address.

(d) For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy: https://nori.com/resources/privacy-policy.

3 Accounts

Authorized Users may create accounts to use some or all of our Products or Services. You will ensure that your Authorized Users (a) do not share their account credentials, (b) provide accurate account information and promptly update this information if it changes, and (c) use a strong password for their account that is unique to our Services and not used by that Account User in any other website or online service. You will maintain the security of any accounts created by your Authorized Users. If you discover or suspect that someone has accessed the account of one of your Authorized Users without permission, you will promptly notify Company. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal title, including trademark rights, in those usernames.

4 User Content

(a) Our Services may allow you and other users to create, post, store, and share content, including reviews, messages, text, photos, videos, software, work of authorship, cryptographic signatures, blockchain inscriptions, and other materials (collectively, “User Content”). Depending on your account settings, when you post or otherwise share User Content on or through our Services, you understand that your User Content and any associated information (such as your username or public wallet address) may be visible to others. If you choose to make any of your information publicly available through the Services or by transacting on a public blockchain, you do so at your own risk. Additional important disclaimers and risks are set forth in Section 16 below.

(b) Except for the license you grant below, as between you and Company, you retain all rights in and to your User Content, excluding any portion of the Services included in your User Content. You grant Company and its subsidiaries and affiliates a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully paid, and sublicensable (through multiple tiers) license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly or otherwise perform and display, and exploit your User Content and any name, username or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you or any third party. You hereby irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law or under any legal theory.
(c) You may not create, post, store, or share any User Content for which you do not have all the rights necessary to grant us the license described above, and you represent and warrant that your User Content, and our use of such User Content as permitted by these Terms, will not violate any rights of any person or entity, including any third-party rights, or cause injury to any person or entity. You may not create, post, store, or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;

- Would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability, or violate any local, state, national, or international law;

- May infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;

- Contains or depicts any statements, remarks, or claims that do not reflect your honest views and experiences;

- Impersonates, or misrepresents your affiliation with, any person or entity;

- Contains any unsolicited promotions, political campaigning, advertising, or solicitations;

- Contains any private or personal information of a third party without such third party’s consent;

- Contains any viruses, corrupted data or other harmful, disruptive, or destructive files or content; or

- In our sole judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose Company or others to any harm or liability of any type.

(d) Enforcement of this Section 4 is solely at Company’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. This Section 4 does not create any right or private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by these Terms or that objectionable material will be promptly removed after it has been posted.

(e) We do not undertake to review all User Content, and we expressly disclaim any duty or obligation to undertake any monitoring or review of any User Content. Although we have no obligation to screen, edit, or monitor User Content, we may:
▪ Delete or remove User Content or refuse to post any User Content at any time and for any reason with or without notice, including without limitation for any violations of applicable law or these Terms;

▪ Terminate or suspend your access to all or part of the Products or Services, temporarily or permanently, if your User Content is reasonably likely, in our sole determination, to violate applicable law or these Terms;

▪ Take any action with respect to your User Content that is necessary or appropriate, in Company’s sole discretion, to ensure compliance with applicable law and these Terms, or to protect Company’s rights, or to protect any third-party rights, including third-party intellectual property and privacy rights (e.g., providing information to copyright owners in furtherance of Digital Millennium Copyright Act takedown requests); and

▪ As permitted by law, cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any User Content on or through the Services.

5  **Prohibited Conduct**

(a) You will not use our Products or Services if you are not eligible to use our Products or Services in accordance with Section 1 and will not use our Products or Services other than for their intended purpose. Further, you will not, in connection with our Products or Services:

▪ Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;

▪ Engage in any harassing, threatening, intimidating, predatory, or stalking conduct;

▪ Use or attempt to use another user’s account or information without authorization from that user and Company;

▪ Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;

▪ Sell or resell our Products or Services, unless authorized in accordance with Section 1(c) and Section 24;

▪ Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Products or Services, except as expressly permitted by us or our licensors;

▪ Modify our Products or Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
▪ Use our Products or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Products or Services or that could damage, disable, overburden, or impair the functioning of our Products or Services in any manner;

▪ Reverse engineer any aspect of our Products or Services or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of our Products or Services;

▪ Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Products or Services except in accordance with instructions contained in our robot.txt file and only to compile for search results, provided that Company grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice;

▪ Develop or use any applications or software that interact with our Products or Services without our prior written consent;

▪ Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;

▪ Link to any online portion of the Products or Services in a manner that damages or exploits, in our sole discretion, our reputation or suggests any form or association, approval, or endorsement by the Company; or

▪ Use our Products or Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

(b) Enforcement of this Section 5 is solely at Company’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.

6 Product Listings

The Services may make available listings, descriptions, and images of Products, as well as references and links to Products and coupons or discounts for Products (“Listings”). Such Products may be made available by Company or by third parties and may be made available for any purpose, including general information purposes. The availability through the Services of any listing, description, or image of a third-party Product does not imply our endorsement of such Product or affiliation with the provider of such Product. We attempt to ensure that any such Listings are complete, accurate, and current, but despite our efforts, the Listings may occasionally be inaccurate, incomplete, or out of date. Except as set forth in Section 7, we make
no representations as to the completeness, accuracy, reliability, validity, or timeliness of such Listings (including any features, specifications, and prices contained therein). Such Listings and the availability of any Product (including the validity of any coupon or discount) are subject to change at any time without notice.

7 Terms of Sale

By purchasing a Product on the Site or through the Services, you agree to the terms set forth in this Section 7 (the “Terms of Sale”).

(a) Eligibility. To complete your purchase, you must have a legal name, address within a country that is not excluded under Section 23, and to the extent applicable, a decentralized wallet address for which you have the private key to sign cryptographic signatures. We may change our eligibility requirements at any time. We will make commercially reasonable efforts to publish eligibility requirements at the following URL, or a successor URL, on our website: http://www.nori.com/resources/terms-of-service

(b) Restrictions. We may place a limit on the quantities that may be purchased per order, per account, per payment card, per person, or per household. We reserve the right, without prior notice, to refuse service to any customer or reject any order at any time and refund any money you have paid for such order.

(c) Prices and Taxes. Prices shown on the Site and through the Services exclude all taxes. Your use of our Services or Products may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report or remit the correct tax to the appropriate tax authority. We reserve the right to withhold taxes where required. All prices displayed on the Site or through the Services are subject to change at any time without notice.

(d) Payment. If you wish to make a transaction, you may be asked to supply certain relevant information, such as your payment card number and its expiration date and your billing address, to us or our payment processors. You represent and warrant that you have the right to use any payment card that you submit in connection with a transaction. We may receive updated information from your issuing bank or our payment service provider about any payment method you have stored with us. You authorize us to charge your payment method, including any updated payment method information we receive, for any charges you are responsible for under these Terms. Verification of information may be required prior to the acknowledgment or completion of any transaction. You will pay all charges incurred by you or on your behalf through the Services, at the prices in effect when such charges are incurred, including all transaction fees applicable to your transactions. In the event legal action is necessary to collect on balances due, you will reimburse us and our vendors or agents for all expenses incurred to recover sums due, including attorneys’ fees and other legal expenses. Blockchain transactions require the payment of transaction fees to the
appropriate network ("Gas Fees"). Except as otherwise expressly set forth in written terms provided by Company, you will be solely responsible to pay the Gas Fees for any transaction using any of our Services or Products. You agree to make all payments for Services or Products in USD, USDC, or the currency or cryptocurrency as Company or the applicable Service may require. Transactions using blockchain technology may involve smart contracts that specify certain fees or royalties are payable to Company or a third party as part of your transaction. Such smart contracts will collect and remit a percentage of your payment, if applicable. COMPANY HAS NO CONTROL OVER ANY PAYMENTS OR FINANCIAL TRANSACTIONS THAT YOU MAKE USING BLOCKCHAIN TECHNOLOGY OR SMART CONTRACTS. COMPANY CANNOT REVERSE ANY SUCH PAYMENTS OR TRANSACTIONS. YOU ACKNOWLEDGE AND FULLY ACCEPT THIS RISK. PLEASE SEE ADDITIONAL RISKS AND DISCLAIMERS SET FORTH IN SECTION 16.

(e) Subscriptions. Your purchase of certain Products may require enrollment in a payment plan involving automatic renewal (a “Recurring Subscription”). If you purchase such a Product, you authorize Company to maintain your account information and charge that account automatically upon the renewal with no further action required by you. The length of your Recurring Subscription will be provided when you make your purchase. Your Recurring Subscription will automatically renew unless you cancel it. In the event that Company is unable to charge your account as authorized by you when you enrolled in a Recurring Subscription, Company may in its sole discretion (i) bill you for your Products or Services and suspend your access to the Products or Services until payment is received or (ii) seek to update your account information through third-party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you. You may cancel your subscription by emailing us at sales@nori.com. You may cancel a Recurring Subscription at any time, but if you cancel your Recurring Subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. Following any cancellation, however, you will continue to have access to the applicable Products through the end of your current subscription period. Company may change the prices charged for Recurring Subscriptions at any time by posting updated pricing through the Services; provided, however, that the prices for your Recurring Subscription will remain in force for the duration of the subscription period for which you have paid. After that period ends, your use of the applicable Products or Services will be charged at the then-current subscription price. If you do not agree to these price changes, you must cancel your Recurring Subscription at least ten days before the changes take effect. If you do not cancel, your Recurring Subscription will automatically renew at the then-current price at the time of renewal and for the same duration as the initial subscription term, and Company will charge your on-file payment card or method on the first day of the renewal of the subscription term.

(f) Order Confirmation; Acceptance. For orders placed on our website, you will have the opportunity to review and confirm your order, including payment method and other details of your order. For orders placed with third-party applications, marketplaces or brokers, the third-party will be responsible for the ordering process. For orders placed on or through a
decentralized blockchain, the specific information that is presented about your order and whether your transaction was included on a decentralized public blockchain ledger, such as the Polygon blockchain, will be dependent upon the applicable decentralized application or wallet, subject to the risks and disclaimers set forth in Section 16. Payment must be received by us before our delivery of an order.

(g) **Delivery; Transaction Fees.** Products will be delivered digitally to a blockchain address designated by you, if applicable, so long as such address is complete and complies with eligibility requirements set forth in these Terms or otherwise contained on the Services. If you do not specify a blockchain address, the Product(s) will be delivered to such other contact address as you may provide to us, including an email address. You may be prompted to provide additional information at the time of purchase, including but not limited to your name and email address. You will pay all transaction fees for your order, including, if applicable, blockchain network transaction fees. Any delivery estimates provided are approximate and not guaranteed. We are not liable for any delays in delivery.

(h) **Order Delays; Cancellation.** We reserve the right to delay, refuse, or cancel any order prior to delivery. For example, if there are errors on the Site, through the Services, or made in connection with your order or inaccuracies in Product or pricing information or Product availability, we reserve the right to correct the error and charge you the correct price or cancel your order. We will contact you if any portion of your order is canceled or if additional information is required to accept or deliver your order. Occasionally, the distribution of a certain Product may be delayed. In such an event, we will make reasonable efforts to notify you of the delay and keep you informed of the revised delivery schedule.

(i) **Reservation of Rights.** Company reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any Product; to impose conditions on the honoring of any coupon, discount, or similar promotion; to bar any user from making any transaction; to alter the payment option for Products; and to refuse to provide any user with any Product.

(j) **Third-Party Sales.** In certain circumstances, you may purchase Products or other products from third-party suppliers or third-party resellers. Third parties may operate online stores, smart contracts, or other services or software, or sell products through or in connection with Nori’s Services. If you purchase a product or service offered by a third party, you are purchasing directly from those third parties, not from Nori. Nori is not responsible for examining or evaluating, and does not warrant, the services or products of third parties. Nori does not assume any responsibility or liability for the services products of third parties. Notwithstanding any language to the contrary in this section, if you accept these Terms, Nori will honor the limited warranty under Section 8 for your purchase of an NRT from a broker, marketplace, or other third party if Nori has authorized such third party to sell the NRT.

(k) **Additional Transfer and Resale Restrictions.** You may not resell or transfer retired NRTs or the non-fungible tokens associated with each retired NRT. You acknowledge that Company
or technical measures may prevent you from reselling or transferring certain Products, as Company may determine in its sole discretion.

8 Limited Warranty

(a) **Limited Warranty.** Company warrants to the Covered Purchaser that the Covered Product will be free from Covered Defects during the Warranty Period (as each of the preceding capitalized terms are defined below) (the foregoing warranty, the “**Limited Warranty**”). We will honor any Warranty Claims (as defined below) submitted in accordance with this Section 8; provided, that, we may deny your Warranty Claim with respect to a particular Product if you are not a Covered Purchaser (as defined below), if the Product is not a Covered Product (as defined below), if Warranty Claim submitted following the expiration of the Warranty Period (as defined below), or if a Limited Warranty Exclusion (as defined below) applies.

(b) **Covered Defects.** Company warrants to the Covered Purchaser that one NRT represents approximately one tonne of removed CO2 or CO2-equivalent stored, as verified by an independent third-party as qualified by the Company and selected and engaged by the supplier, in accordance with applicable Company methodologies as determined by Company from time to time and made available publicly, as and only to the extent represented by a contractual commitment made by the applicable third-party supplier to keep the CO2 or CO2-equivalent out of circulation for a period of ten (10) or more years. Any failure of the warranty in the preceding sentence is a “**Covered Defect**.” NRTs are not represented to be a fit for “net zero” or “carbon neutrality” claims. Applicable industry terminology, definitions, methodologies and science may change over time. Company excludes and disclaims any warranty that: (i) NRTs represent or may be used to support “net zero” or “carbon neutrality” claims; or (ii) the applicable methodologies and science referred to in this paragraph will not change over time.

(c) **Covered Products.** This Limited Warranty extends only to NRTs purchased on or through the Site, REST API, or through the smart contract available on the Polygon network at the address published in Nori’s public Github repository from time to time here: https://github.com/nori-dot-eco/contracts/blob/master/docs/README.md, or from the brokers, marketplaces, or other third parties that Nori has authorized to sell NRTs.

(d) **Covered Purchasers.** This Limited Warranty extends only to the original purchaser of a Covered Product. Limited Warranty does not apply with respect to any person other than a Covered Purchaser.

(e) **Warranty Period.** This Limited Warranty starts on the date of purchase of the Covered Product by or on behalf of Company, is available only to the original purchaser of the Covered Product, and lasts for 10 years (the “**Warranty Period**”). Any Covered Product replaced under this Limited Warranty will be covered by the terms of this Limited Warranty
solely for the remaining Warranty Period. The Warranty Period will not be extended in duration.

(f) **Exclusions.** This Limited Warranty will not apply (i) if the Covered Defect or other defects, damages, or failures or destruction, or destruction are caused by acts of God, including but not limited to lightning, flooding, tornado, earthquake, or fire/smoke damage, pests or pestilence or an event that is otherwise outside of Nori’s reasonable control; (ii) if the Covered Defect resulted from misuse or use in violation of any applicable instructions set forth on the Site or through the Services; (iii) if the Covered Defect was caused by modification to the Covered Product (including its associated software) in any way by someone other than Company or its authorized suppliers or distributors; (iv) to Covered Products marked “test” or “sample”; (v) to Covered Products subject to interruptions or fluctuations in or unavailability of electric power or internet connection; (vi) if the Covered Defect was caused by a failure by the Covered Purchaser to implement any correction, modification, or other update made available to the Covered Purchaser by Company; (vii) to use of the Covered Product with items not provided or otherwise authorized in writing by Company; or (viii) to Products other than the Covered Products. Each of the foregoing exclusions, and each of exclusions listed under Section 8(b), is a “**Limited Warranty Exclusion**.”

(g) **Remedies.** If at any time during the Warranty Period the Covered Product fails to conform to the Limited Warranty and is not otherwise subject to a Limited Warranty Exclusion, as determined solely by Company, Company will, at Company’s sole discretion and option: (i) replace the Covered Product with another Covered Product; (ii) replace the Covered Product with a similar product with similar function; (iii) provide a refund to Covered Purchaser of the actual purchase price that Covered Purchaser paid for the Covered Product; or (iv) provide any other form of compensation, including non-monetary compensation or compensation that is not economically equivalent in value to the Covered Product, as Company may determine in its discretion. The foregoing sets forth Company’s entire liability and your sole and exclusive remedy for any breach of warranty under this Section 8 or any other defect or deficiency in the Product.

(h) **Submitting Warranty Claims.**

- If the Product fails to conform to the Limited Warranty and is not otherwise subject to a Limited Warranty Exclusion, please submit a claim to the following email address warrantyclaim@nori.com (a “**Warranty Claim**”). In connection with your Warranty Claim, you may be asked to provide, among other information: (i) your name, company name, address, email address, and telephone number; (ii) a copy of your receipt, bill of sale, or other comparable proof of purchase for the defective Covered Product; (iii) a written description of the problem; and (iv) the date of Covered Product purchase. As further described below, if Company agrees that the Covered Product is defective, Company will deliver a replacement.
• Following receipt of your Warranty Claim submitted with required information in accordance with the procedure set forth above, Company will review your Warranty Claim.

• If Company determines the Covered Product has a Covered Defect, Company will, at Company's sole discretion and option, provide a remedy in accordance with subsection (g) above. Company reserves the right to determine whether the Covered Product is defective and whether or not the Limited Warranty applies in Company's sole discretion.

(i) **Disclaimers; Additional Rights.** This Limited Warranty provides you with certain legal rights, but you may have additional legal rights which vary by jurisdiction. We limit the duration and remedies of all implied warranties required by applicable law with respect to the Covered Products not disclaimed pursuant to this Section 8 or Section 16, including without limitation the warranties of merchantability and fitness for a particular purpose, to the duration and remedies of this Limited Warranty. Our responsibility for defective Covered Products is in all cases limited to replacement as described in this Section 8. Additional important disclaimers and risks are set forth in Section 16 below.

9 **Refunds Policy**

(a) **No Refunds.** Company does not provide refunds at this time for any reason. The only exception to this policy is set forth under Section 8(g).

(b) **Applicable Law Exceptions.** This Section 9 is in addition to any statutory rights you may have to a refund under the laws of the applicable jurisdiction.

10 **IP Ownership; License**

(a) The Products and Services, including the text, graphics, images, photographs, videos, illustrations, registries, data, documentation, and other content contained therein, and all intellectual property rights therein and thereto, are owned by Company or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, and the license below, all rights in and to the Products and Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors.

(b) Each blockchain-based non-fungible token created by or on behalf of Company ("NFT") is associated with one or more works of authorship, including without limitation registries, data, and documentation regarding NRTs, created by Company or its affiliates or agents (the "Creative Work"). It is important to understand, and you hereby acknowledge and agree, that the NFT is separate from the Creative Work. Although the NFT itself is sold or transferred to you, the Creative Work associated with the NFT is licensed to you subject to these Terms.
(c) Subject to your compliance with these Terms, Company hereby grants you, solely for so long as you are the legal owner of the applicable Product or NFT, a non-exclusive, non-transferable, non-sublicensable, license to access, use, and publicly display the Creative Work associated with the applicable Product or NFT for your own personal or commercial use.

(d) You will not: modify the Creative Work in any way; use the Creative Work, including the name, likeness, image or persona of any artist associated with such Creative Work (“Persona”), to advertise or sell any product or service; trademark, copyright or otherwise acquire additional intellectual property rights in or to the Creative Work or Persona; or create or sell fractionalized interests in the NFT or the Creative Work.

(e) Any use of the Products or Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

11 Trademarks

“Nori,” “Nori, Inc.” and our other logos, product or service names, slogans, and the look and feel of the Services are trademarks of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. Please submit usage requests to trademarks@nori.com. Notwithstanding the foregoing two sentences, you may, without our prior permission, publish or display “Nori” and our other logos in connection with your use of a Product or NFT in accordance with the license under Section 10 and these Terms. Any use of Nori’s trademarks, including any goodwill generated by such use, shall inure to the benefit of Company. All other trademarks, registered trademarks, product names, and company names or logos mentioned on or in connection with the Products or Services are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

12 Feedback

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Company or our Products or Services (collectively, “Feedback”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback or Products or Services, or to improve or develop new products, services, or the Products or Services in Company’s sole discretion. Company will exclusively own all improvements to, or new, Company Products or Services based on any Feedback. You understand that Company may treat Feedback as non-confidential. Please submit feedback to feedback@nori.com.
13 Repeat Infringer Policy; Copyright Complaints

(a) Our Policy. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who repeatedly infringe the intellectual property rights of others (our "DMCA Policy").

(b) Reporting Claims of Copyright Infringement. If you believe that any content on our Products or Services infringe any copyright that you own or control, you may notify Company's designated agent (your notification, a "DMCA Notice") as follows:

Designated Agent: DMCA Designated Agent, Nori, Inc.
Address: 2208 NW Market Street
          Suite 403
          Seattle, WA 98107
Email Address: DMCAnotice@nori.com

Please see Section 512(c)(3) of the DMCA for the requirements of a proper notification. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective. If you knowingly materially misrepresent that any activity or material on our Products or Services is infringing, you may be liable to Company for certain costs and damages.

14 Third-Party Content

(c) Our Products or Services rely on or interoperate with third-party products and services, including, without limitation, data storage services, communications technologies, cloud computing platforms, third-party app stores, and internet and mobile operators (collectively, "Third-Party Materials"). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services and Products. You acknowledge that (a) the use and availability of the Products and Services is dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Products or Services operate.

(d) Certain items of independent, third-party code may be used in connection with the Products or Services and may be subject to open-source licenses ("Open-Source Software"). The Open-Source Software is licensed to us under the terms of the license that accompanies such Open-Source Software and may be licensed to you under the terms of the same license or through other terms. Nothing in the Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Open-Source Software.
(e) We may further provide information about or links to third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Services (collectively, “Third-Party Content”). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party.

(f) We have no obligation to monitor Third-Party Materials or Third-Party Content, and we may block or disable access to any Third-Party Materials or Third-Party Content (in whole or part) through our Products or Services at any time. Your access to and use of such Third-Party Content or Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Content (including terms of service or privacy policies of the providers of such Third-Party Materials). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to access and use the Products and Services.

15 Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Company and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the “Company Parties”) from and against any third-party losses, liabilities, claims, demands, damages, expenses or costs arising out of or related to (a) your User Content or Feedback; (b) your violation of these Terms; and (c) your violation, misappropriation, or infringement of any rights of another, including intellectual property rights or privacy rights, in connection with the Products or Services (collectively, “Indemnified Claims”). You will promptly notify Company Parties of any Indemnified Claims, cooperate with Company Parties in defending such Indemnified Claims, and pay all fees, costs, and expenses associated with defending such Indemnified Claims (including attorneys' fees). The Company Parties will have control of the defense or settlement, at Company's sole option, of any Indemnified Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company or the other Company Parties.

16 DISCLAIMERS; RISKS

(a) DISCLAIMERS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a) OR AS OTHERWISE PROVIDED IN THESE TERMS, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OUR PRODUCTS, SERVICES, AND ANY CONTENT OR MATERIALS PROVIDED THEREIN OR THEREWITH (INCLUDING THE THIRD-PARTY CONTENT AND THIRD-PARTY MATERIALS) ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. Company disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Company does
not represent or warrant that our Products or Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) are accurate, complete, reliable, current, or error-free or that access to our Products or Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) will be uninterrupted. While Company attempts to make your use of our Products or Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) safe, we cannot and do not represent or warrant that our Products or Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) or our servers are free of viruses or other harmful components or content or materials. You assume the entire risk as to the quality and performance of the Products and Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials). All disclaimers of any kind (including in this section and elsewhere in these Terms) are made for the benefit of Company, Company Parties, and Company’s respective shareholders, agents, representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

(b) RISKS. YOUR USE OF OUR PRODUCTS AND SERVICES AND ANY CONTENT OR MATERIALS PROVIDED THEREIN OR THEREWTH (INCLUDING THE THIRD-PARTY CONTENT AND THIRD-PARTY MATERIALS) IS AT YOUR SOLE RISK. Our Services and Products rely on emerging technologies, including new and evolving blockchain networks. Some Services and Products are subject to increased risk through your potential misuse of things such as public/private key cryptography or failing to properly update or run software to accommodate protocol upgrades. By ordering or using the Services or ordering or purchasing the Products, you explicitly acknowledge and accept these heightened risks, including the following risks and acknowledgments:

- You represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems and upgrading your software and processes to accommodate Services, Product, and protocol upgrades, and that you have a working knowledge of the usage and intricacies of digital assets and digital tokens, such as ERC 721 non-fungible tokens and “stablecoins” following the ERC-20 standard. You understand that we do not operate the Polygon network protocol or any other blockchain protocol, communicate or execute protocol upgrades, or approve or process blockchain transactions on your behalf. You further understand that blockchain protocols present their own risks of use, that supporting or participating in the protocol may result in losses if your participation violates certain protocol rules, that blockchain-based transactions are irreversible, that your private key and secret recovery phrase must be kept secret at all times, that Company will not store a backup of, nor will be able to discover or recover, your private key or secret recovery phrase, that digitally copying and storing your secret recovery phrase on a cloud storage system or other third party supported data storage, including your personal device, may increase the risk of loss or theft, and
that you are solely responsible for any approvals or permissions you provide by cryptographically signing blockchain messages or transactions, especially those responding to solicitations and other prompts from third parties.

- You further understand and accept that digital tokens, such as ERC 721 non-fungible tokens and “stablecoins” following the ERC-20 standard, present market volatility risk, technical software risks, regulatory risks, and cybersecurity risks. You understand that the cost and speed of a blockchain-based system is variable, that cost may increase dramatically at any time, and that cost and speed of the blockchain network is not within the capability of Company to control. You understand that protocol upgrades may inadvertently contain bugs or security vulnerabilities that may result in loss of functionality and funds.

- You understand and accept that Company does not control any blockchain protocol, nor does Company control any smart contract that is not otherwise provided by Company as part of the Service. You understand and accept that Company does not control the functioning of any protocol after it undergoes a technical upgrade. You understand and accept that Company does not control and is not responsible for any third-party service. You agree that you alone, and not Company, is responsible for any transactions that you engage in with regard to supporting any blockchain protocol whether through transaction validation or otherwise, or any transactions that you engage in with any third-party-developed smart contract or token, including tokens that were created by a third party for the purpose of fraudulently misrepresenting affiliation with any blockchain project or with Company. You agree that Company is not responsible for the regulatory status or treatment in any jurisdiction of any digital assets that you may access or transact with using Company Services or Products. You expressly assume full responsibility for all of the risks of accessing and using the Services and Products to interact with blockchain protocols.

17 LIMITATION OF LIABILITY

(a) To the fullest extent permitted by applicable law, Company and the other Company Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Company or the other Company Parties have been advised of the possibility of such damages.

(b) The total liability of Company and the other Company Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the greater of $10 or the amount paid by you to use our Product or Services giving rise to the claim.
(c) The limitations set forth in this Section 17 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Company or the other Company Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

18 Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands, or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

19 Dispute Resolution; Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND COMPANY TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND COMPANY FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND COMPANY 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. COMPANY AND YOU 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) Informal Dispute Resolution Prior to Arbitration. For any dispute or claim that you have against Company, that Company has against you, or that you have or Company has arising from or relating to these Terms or our Products or Services, or any aspect of the relationship between you and Company as relates to these Terms or our Products or Services, including any privacy or data security claims, (collectively, “Claims”, and each a “Claim”), you and Company agree to attempt to first resolve the Claim informally via the following process:

● If you assert a Claim against Company, you will first contact Company by sending a written notice of your Claim (“Claimant Notice”) to Company by certified mail addressed to 2208 NW Market St, Suite 403, Seattle, WA 98107 or by email to feedback@noril.com. The Claimant Notice must (i) include your name, residence
address, email address, and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.

- If Company asserts a Claim against you, Company will first contact you by sending a written notice of Company’s Claim (“Company Notice”), and each of a Claimant Notice and Company Notice, a “Notice”) to you via email to the primary email address associated with your account. The Company Notice must (i) include the name of a Company contact and the contact’s email address and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.

- If you and Company cannot reach an agreement to resolve the Claim within thirty (30) days after you or Company receives such a Notice, then either party may submit the Claim to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for thirty (30) days from the date that either you or Company first send the applicable Notice so that the parties can engage in this informal dispute-resolution process.

(b) **Claims Subject to Binding Arbitration; Exceptions.** Except for individual disputes that qualify for small claims court and any disputes exclusively related to the intellectual property or intellectual property rights of you or Company, including any disputes in which you or Company seek injunctive or other equitable relief for the alleged unlawful use of your or Company’s intellectual property or other infringement of your or Company’s intellectual property rights ("IP Claims"), all Claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 19(a) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

(c) **Federal Arbitration Act.** These Terms affect interstate commerce, and the enforceability of this Section 19 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the extent permitted by law. As limited by the FAA, these Terms, 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.

(d) **Arbitration Procedure (Consumers and Businesses).** All Claims must be submitted to the American Arbitration Association (the “AAA”) and will be resolved through binding arbitration before one arbitrator. The AAA administers arbitration pursuant to the due
process standards set forth by the AAA and rules set forth by the AAA. Such rules differ if you are a consumer or a business as further described below:

- **If you are an individual using the Services for your personal use, you are a “Consumer” and the then-current version of the AAA’s Consumer Arbitration Rules, which are available on the AAA’s website (adr.org), as amended by these Terms as follows, will apply to any arbitration between you and Company:**
  - **YOU AND COMPANY AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND Company ARE AGREING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.** The arbitrator may conduct only an individual arbitration and, except as described below for the additional procedures to govern if twenty-five (25) or more similar or coordinated claims are asserted against Company or you by the same or coordinated counsel, 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.
  - For any arbitration you initiate, you will pay the consumer filing fee, and Company will pay the remaining AAA fees and costs. For any arbitration initiated by Company, Company will pay all AAA fees and costs.
  - 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.
  - If you or Company submits a dispute to arbitration and the arbitrator orders any exchange of information, you and Company agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, or other materials that might be exchanged or the subject of discovery in the arbitration. You and Company agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration.
  - The arbitrator’s decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed
and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

- **If you are NOT a “Consumer” (as defined above), you are a “Business” and the then-current version of the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website (adr.org), as amended by these Terms as follows, will apply to any arbitration between you and Company:**
  - YOU AND COMPANY AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND Company ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitrator may conduct only an individual arbitration and, except as described below for the additional procedures to govern if twenty-five (25) or more similar or coordinated claims are asserted against Company or you by the same or coordinated counsel, 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.
  - Any in-person appearances will be held in King County, Washington State.
  - You and Company agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, or other materials that might be exchanged or the subject of discovery in the arbitration. You and Company agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration.
  - The arbitrator’s decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

(e) **Multiple Claims.** The AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule will apply if twenty-five (25) or more similar claims are asserted against Company or against you by the same or coordinated counsel or are otherwise coordinated.

- In addition to the application of the AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule, you and Company
understand and agree that when twenty-five (25) or more similar claims are asserted against Company or you by the same or coordinated counsel or are otherwise coordinated resolution of your or Company’s Claim might be delayed.

• For such coordinated actions, you and Company also agree to the following coordinated bellwether process. Counsel for claimants and counsel for Company shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings. The remaining cases shall be deemed filed for purposes of the statute of limitations but not for the purpose of assessing AAA fees. No AAA fees shall be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. If the parties are unable to resolve the remaining cases after the conclusion of the initial twenty (20) proceedings, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process.

• A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

• This bellwether process shall continue, consistent with the parameters identified above, until all the claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved.

• The statute of limitations and any filing fee deadlines shall be tolled for claims subject to this bellwether process from the time the first cases are selected for a bellwether process until the time your or Company’s case is selected for a bellwether process, withdrawn, or otherwise resolved.

(f) ONE YEAR TO ASSERT CLAIMS. TO THE EXTENT PERMITTED BY LAW, ANY CLAIM BY YOU OR COMPANY RELATING IN ANY WAY TO THESE TERMS OR OUR PRODUCTS OR SERVICES MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM ARISES; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND COMPANY WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

(g) Opting Out of Arbitration. You have the right to opt out of binding arbitration within 30 days of the date you first accepted these Terms by providing us with notice of your decision to opt-out via email at arbitrationoptout@nori.com or by certified mail addressed to Business Operations, 2208 NW Market St, Suite 403, Seattle, WA 98107. In order to be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 20.

(h) Rejection of Future Arbitration Changes. You may reject any change we make to Section 19 (except address changes) by personally signing and sending us notice within 30 days of the change via email at arbitrationoptout@nori.com or by certified mail addressed to Business
Operations, 2208 NW Market St, Suite 403, Seattle, WA 98107. If you do, the most recent version of Section 19 before the change you rejected will apply.

(i) **Severability.** If any portion of this Section 19 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 19 or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 19; 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. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 19 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 19 will be enforceable.

(j) Notwithstanding anything to the contrary in the Terms, if you reside in any country outside of the United States, you may bring legal proceedings regarding the Terms either by following the arbitration procedure detailed above in this Section 19 of the Terms or, if given the right by applicable law, by submitting the dispute to an arbitration administrator in the jurisdiction in which you reside. To the extent any proceeding is not subject to arbitration under applicable law, you may submit the dispute to the courts of the jurisdiction in which you reside.

20 **Governing Law**

Any Claims will be governed by and construed and enforced in accordance with the laws of the State of Washington, except to the extent preempted by U.S. Federal Law, without regard to conflict of law rules or principles (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If any Claim is not subject to arbitration pursuant to Section 19, then the state and federal courts located in King County, Washington, will have exclusive jurisdiction. You and Company waive any objection to venue in any such courts. If your local law requires that consumer contracts be interpreted subject to local law and enforced in the courts of that jurisdiction, this section may not apply to you only to the extent that local law conflicts with this section.

21 **Modifying and Terminating Our Products or Services**

We reserve the right to modify our Services or to suspend or terminate providing all or part of our Products or Services at any time; charge, modify, or waive any fees required to use the Products or Services; or offer opportunities to some or all end users of the Products or Services. We may provide you with notice in advance of the suspension or discontinuation of all or part of our Products or Services, such as by sending an email or providing a notice through our
Products or Services. All modifications and additions to the Products and Services will be governed by the Terms or Supplemental Terms, unless otherwise expressly stated by Company in writing. You also have the right to stop using our Products and Services at any time, and you may terminate these Terms by ceasing use of our Products and Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

22 Severability

If any portion of these Terms other than Section 19 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.

23 Export Control

(a) U.S. Compliance. You are responsible for compliance with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted or sanctioned people, entities, or blockchain addresses.

(b) International Compliance. You further represent and warranty that you are not the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government—including the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce—the European Union or its member states, the United Kingdom, or other applicable government authority.

24 Additional Reseller Terms

(a) Authorized Resellers. The terms under this Section 24 apply to you only if we have expressly authorized you in writing to resell our Products and Services (making you an “Authorized Reseller”). This Section 24 supplements, and does not replace, these Terms. Company intends to enter into long-term relationships with Authorized Resellers. Notwithstanding the foregoing, Company may revoke your status as an Authorized Reseller at any time for any reason.
(b) **Publicity.** Authorized Reseller may refer publicly to itself as an authorized reseller of Company in connection with its resale of the applicable Product or Services for which Company has expressly authorized such reselling (“**Authorized Products or Services**”).

(c) **Use of Authorized Products or Services.** Authorized Resellers will: (i) ensure that its use of the Authorized Products or Services and use by its customers comply with these Terms; (ii) use commercially reasonable efforts to prevent and terminate any unauthorized access to, or use of, the Authorized Products or Services; and (iii) promptly notify Company of any unauthorized use of, or access to, the Authorized Products or Services of which Authorized Reseller becomes aware. Authorized Reseller is responsible for any violations of these Terms caused by Authorized Reseller or by Authorized Reseller’s customers with respect to the Authorized Products or Services.

(d) **Restrictions.** Authorized Resellers may not: (i) resell a Product or Service to any third party who will itself resell the applicable Product or Service, except to other Authorized Resellers; (ii) transfer, assign, or sublicense any rights or obligations granted under these Terms; (iii) represent itself as an agent of Company for any purpose; (iv) except as authorized under Section 24(b), issue any public statement regarding its business with Company without Company’s prior written approval (email sufficing); or (v) suspend provision of Authorized Products or Services to a customer unless such customer has breached its payment obligations under its agreement or violated these Terms and the applicable agreement between Authorized Reseller and customer allows for suspension under those circumstances.

(e) **Consents.** Authorized Reseller is responsible for any consents and notices required to permit (i) Authorized Reseller’s and its customers’ use of the Authorized Products or Services and (ii) Company’s accessing, storing, and processing of any data that Authorized Reseller provides to Company in connection with the Authorized Products or Services.

(f) **Customer Agreement.** Authorized Reseller must enter into enforceable agreements with each customer of Authorized Products or Services and must include the following terms in each such agreement: (ii) an acceptance by customer that customer is bound by these Terms, (2) an acknowledgement that Authorized Reseller is not Company’s agent or partner or in a joint venture with Company.

(g) **Customer Support.** Authorized Reseller will provide knowledgeable assistance to its customers regarding Authorized Products or Services. Authorized Reseller is responsible for any and all initial contact from its customers for all support related to Authorized Products or Services and will only escalate issues to Company as necessary on a case-by-case basis.

(h) **Government Customers.** Authorized Reseller may not sell Authorized Products or Services to a federal or state government entity (including wholly owned government corporations) without Company’s prior written consent.
(i) **Compliance.** Authorized Reseller must at all times conduct its activities in a professional and competent manner. Authorized Reseller must: (i) comply with all applicable laws, regulations and orders of any governmental authority in its resale of Authorized Products or Services; (b) promote Authorized Products or Services in a manner that maintains the good name and reputation of both Company and the Products and Services; (c) not engage in any illegal, false, or deceptive acts or practices with respect to its business activities; and (d) not make any warranties or guarantees to customers, or any other third party, with respect to any Product or Service that are separate from or contradictory to these Terms or the warranty provided by Company under these Terms.

(j) **Notices.** Authorized Reseller must promptly forward to each of its customers any notice it receives from Company regarding a Product or Service that may affect its customer.

(k) **Indemnity.** Subject to Section 15, including the conditions and process requirements set forth therein, to the fullest extent permitted by applicable law, Authorized Reseller will indemnify, defend, and hold harmless Company and Company Parties from and against any third-party losses, liabilities, claims, demands, damages, expenses or costs arising out of or related to: (i) Authorized Reseller’s breach of these Terms, (ii) data submitted or maintained by Authorized Reseller to or through a Product or Service, (iii) any integrated solution, product, application, project, or data connecting Authorized Reseller’s products or services to Company’s products or services, or (iv) Authorized Reseller’s customer’s use of a Product or Service in violation of these Terms (collectively, in addition to Section 15, “Indemnified Claims”).

(l) **Verification of Compliance.** For as long as Authorized Reseller remains authorized to resell Company’s Products or Services, and one year thereafter, Authorized Reseller will allow Company’s third-party auditor, at Company’s expense, upon at least ten (10) business days’ prior notice from Company, to inspect Authorized Reseller’s books and records for the purposes of verifying Authorized Reseller’s compliance with these Terms, in each case with Company to cover the third-party auditor expenses Any such inspections will be conducted at Authorized Reseller’s premises during normal business hours, no more than once per calendar year, and in a manner not designed to interfere unreasonably with Authorized Reseller’s ordinary business operations.

25 **Miscellaneous**

(a) **No Waivers; Entire Agreement; Section Titles; “Including”; No Third-Party Beneficiaries; Electronic Communications.** Company’s failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including
without limitation.” Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between us may be conducted electronically.

(b) **Force Majeure.** Neither party nor their respective affiliates will be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond such party’s reasonable control, including but not limited to acts of God, utilities or other telecommunications failures, cyber attacks, earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

(c) **DAOs.** We may interact with and provide certain Services to DAOs. Due to the unique nature of DAOs, to the extent the DAO votes in favor of or accepts Services or Products from Company, the DAO thereby acknowledges and accepts these Terms in their entirety.

(d) **Rewards.** In connection with your historic or current use of one or more of our Services or Products, we may provide you certain incentives, prizes or rewards for completing certain activities, such as completing a certain number of transactions ("**User Rewards**"). Details regarding the criteria for earning a reward will be described with the applicable Product or Service or in official Company documentation. Upon satisfaction of the criteria for obtaining a reward and subject to your compliance with the associated rewards terms, these Terms, and applicable law — to be determined exclusively by Company — we will use commercially reasonable efforts to promptly transfer the earned reward to the digital wallet that you designate or have connected to the applicable Service Product. We reserve the right to change, modify, discontinue, or cancel any rewards programs (including the frequency and criteria for earning such User Rewards), at any time and without notice to you.