

Earnity Terms of Service

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Earnity Terms of Service

NOTE: These Terms contain a mandatory ARBITRATION AGREEMENT and JURY TRIAL AND CLASS ACTION WAIVERS. Please see Section 11 below.

1. Introduction to the Earnity Marketplace

These Terms of Service (“Terms”) govern your use of the Earnity™ cryptocurrency digital marketplace (“Marketplace”). Please read this agreement carefully and keep a copy for your records. By agreeing to these Terms by clicking on the I Accept button below or by using the Marketplace, you represent and warrant to Earnity Inc. (“Earnity”, “we”, “our”, or “us”) that (a) you reside in the United States of America or other country in which the Marketplace is made available by Earnity, (b) you are at least the age of majority in your state or country of residence, and (c) you have read and understood these Terms. No part of the Marketplace is directed to children under 13 years of age and we will not knowingly allow any minor to use the Marketplace. These Terms apply whether you access the Marketplace through a computer or a mobile device.

The Marketplace provides you with access to:

- the Earnity website;
- your Earnity collections;
- your Earnity user profile;
- your Earnity Account;
- content you post as an Earnity Creator (as defined in the Creator Terms in Section 7 below);
- a link to the agreement under which you may, if you meet the applicable requirements, become an Earnity social media influencer; and
- all other features of the Earnity website we make available to you from time to time.

In addition to these Terms,

- the Earnity Privacy Policy applies to your use of the Marketplace,
- the Creator Terms within these Terms govern your service as a collections and content developer, and
- if applicable to you, the Social Media Influencer Agreement (and not these Terms) govern your service as a social media influencer for the Earnity Marketplace.

If a discrepancy or inconsistency is found to exist between these Terms and any of the above terms, the other terms will control but only to the extent of the subject matter thereof and only to the extent necessary to address the discrepancy or inconsistency.

2. Disclaimers

The Marketplace is for persons interested in buying, selling and holding cryptocurrencies. Please note the following about the risks inherent in such activities:

(A) Cryptocurrency Risks.

(i) CRYPTOCURRENCY ASSETS (“CRYPTO ASSETS”) ARE INHERENTLY RISKY FORMS OF INVESTMENT. YOU SHOULD TAKE THESE RISKS INTO ACCOUNT BEFORE DECIDING TO BUY, SELL OR HOLD CRYPTO ASSETS.

(ii) THE VALUE OF CRYPTO ASSETS CAN BE EXTREMELY VOLATILE AND UNPREDICTABLE, WHICH CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT PERIOD OF TIME, INCLUDING THE POSSIBILITY OF A TOTAL LOSS OF VALUE. THE PRICE AND LIQUIDITY (I.E., THE ABILITY TO SELL AN ASSET WHEN DESIRED) OF CRYPTO ASSETS HAVE BEEN SUBJECT TO LARGE FLUCTUATIONS IN THE PAST AND ARE LIKELY TO BE SUBJECT TO LARGE FLUCTUATIONS IN THE FUTURE.

(iii) WE DO NOT OWN OR CONTROL THE UNDERLYING SOFTWARE PROTOCOLS GOVERNING THE OPERATION OF THE CRYPTO ASSETS, ANY CHANGES TO THE PROTOCOLS OR THE TIMING OF ANY SUCH CHANGES. PORTIONS OF THESE PROTOCOLS ARE OPEN SOURCE ALLOWING ANYONE TO USE, COPY, MODIFY AND DISTRIBUTE THEM. WE NEITHER ASSUME NOR ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR THE PROTOCOLS NOR DO WE REPRESENT, WARRANT OR GUARANTEE THE FUNCTIONALITY OR SECURITY OF THE APPLICABLE NETWORKS OR PROTOCOLS. YOU ACKNOWLEDGE THAT THE PROTOCOLS UNDERLYING THE CRYPTO ASSETS MAY BE SUBJECT TO SUDDEN CHANGES OR “FORKS” THAT COULD SPLIT AWAY MARKET PARTICIPANTS OR MAKE YOUR ASSETS OBSOLETE. WE ARE NOT RESPONSIBLE FOR ANY LOSSES YOU INCUR RESULTING FROM SUCH FORKS OR SPLITS OR ANY OTHER ISSUES ARISING OUT OF OR RELATED TO THE SOFTWARE PROTOCOLS OR CRYPTO ASSETS GENERALLY. YOU NEED TO STAY INFORMED ABOUT ANY CHANGES OR DEVELOPMENTS THAT OCCUR OR ARE ABOUT TO OCCUR TO ANY OF YOUR CRYPTO ASSETS. WE MAY HAVE TO MODIFY THE MARKETPLACE OR THESE TERMS TO RESPOND TO SUCH CHANGES AND WE ARE NOT LIABLE TO YOU FOR ANY SUCH MODIFICATIONS OR CHANGES REGARDLESS OF WHETHER YOU RECEIVED PRIOR NOTICE ABOUT THEM FROM US.

(iv) CRYPTO ASSETS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC) OR ANY OTHER PUBLIC OR PRIVATE INSURER. THIS MEANS THEY ARE NOT COVERED BY INSURANCE AGAINST THEFT OR LOSS OF VALUE FOR ANY REASON INCLUDING CYBER THEFT OR LOSS FROM ANY OTHER CAUSE. YOU ASSUME THE RISK THAT THE COMPANY HOLDING YOUR CRYPTO ASSETS MIGHT FAIL OR GO OUT OF BUSINESS. CRYPTO ASSETS ARE SUBJECT TO POTENTIAL FRAUD, HACKERS, OR MALWARE. YOU ASSUME THE RISK THAT THE ASSETS MAY NOT BE RECOVERABLE.

(v) THE SALE AND PURCHASE OF CRYPTOCURRENCY ARE **NOT** SUBJECT TO GOVERNMENT REGULATION IN MANY STATES. HOWEVER, CHANGES IN STATE OR FEDERAL REGULATIONS MAY RESTRICT THE USE OF OR ADVERSELY AFFECT THE MARKETPLACE OFFERINGS.

(vi) NEITHER EARNITY NOR ANY OF ITS OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS OR AFFILIATES (COLLECTIVELY, “AFFILIATES”) ARE REGISTERED AS AN INVESTMENT ADVISOR, BROKER-DEALER,

FUTURES COMMISSION MERCHANT OR COMMODITY TRADING ADVISOR OR ARE MEMBERS OF ANY SELF-REGULATORY ORGANIZATION, SUCH AS THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). THE INFORMATION ON THE MARKETPLACE IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED IN ANY MANNER WHATSOEVER, AS PERSONALIZED ADVICE OR ADVICE TAILORED TO THE INVESTMENT NEEDS OF ANY SPECIFIC PERSON AND SHOULD NOT BE CONSTRUED AS AN OFFER TO SELL, A SOLICITATION OF AN OFFER TO BUY, OR A RECOMMENDATION FOR ANY SECURITY BY EARNITY. YOU ALONE ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE, IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION. ONLY YOU CAN DETERMINE WHAT LEVEL OF RISK IS APPROPRIATE.

(VII) INVESTMENTS IN CRYPTOCURRENCIES ARE SPECULATIVE AND INVOLVE SUBSTANTIAL RISK. AN INVESTMENT STRATEGY CAN BE VOLATILE AND CAN INVOLVE THE LOSS OF SOME OR ALL OF THE INVESTMENT PRINCIPAL. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RETURNS. EARNITY IS NOT RESPONSIBLE FOR ANY SUCH LOSSES. EARNITY DOES NOT PROMISE, GUARANTEE, OR IMPLY VERBALLY, OR IN WRITING, THAT ANY INFORMATION PROVIDED WILL RESULT IN A PROFIT.

(VIII) THE COMMENTARY AND OPINIONS PROVIDED BY EARNITY AND MARKETPLACE USERS ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ALL INFORMATION CONTAINED POSTED BY EARNITY IS ACCURATE AND RELIABLE, AND HAS BEEN OBTAINED FROM PUBLIC SOURCES WE BELIEVE TO BE ACCURATE AND RELIABLE. ANY CALCULATIONS POSTED BY EARNITY ARE NOT GUARANTEED AND MAY NOT BE COMPLETE. ALL CONTENT ON EARNITY IS PRESENTED ONLY AS OF THE DATE PUBLISHED OR INDICATED, AND MAY BE SUPERSEDED BY SUBSEQUENT MARKET EVENTS OR FOR OTHER REASONS. AS MARKETS CHANGE CONTINUOUSLY, PREVIOUSLY PUBLISHED INFORMATION AND DATA MAY NOT BE CURRENT AND SHOULD NOT BE RELIED UPON.

(IX) THE INFORMATION POSTED BY MARKETPLACE USERS IS SOLELY THE PRODUCT OF THE USERS. WE ARE NOT RESPONSIBLE FOR THE INFORMATION OR ITS ACCURACY.

(X) NONE OF THE INFORMATION PROVIDED REPLACES YOUR NEED TO INDEPENDENTLY RESEARCH ANY INVESTMENTS THAT MAY BE REFERRED TO BY EARNITY AND YOU AGREE TO REACH YOUR OWN INDEPENDENT CONCLUSIONS ABOUT ANY INVESTMENT DECISION CONCERNING ALL PRODUCTS COVERED HEREIN. YOU THEREFORE ACKNOWLEDGE AND AGREE THAT ALL INVESTMENT DECISIONS YOU MAY MAKE, INCLUDING DECISIONS THAT TAKE INTO ACCOUNT OR RELY ON ANY INFORMATION PROVIDED OR MADE AVAILABLE BY OR FROM EARNITY ARE YOURS AND YOURS ALONE AND ARE MADE SOLELY AT YOUR OWN RISK.

(XI) EARNITY DOES NOT PROVIDE TAX, LEGAL, INSURANCE OR INVESTMENT ADVICE OR COMMODITY INTEREST TRADING ADVICE.

(xii) IF YOU HAVE QUESTIONS OR CONCERNS REGARDING: THE MARKETPLACE, YOUR EARNITY ACCOUNT, ANY HOLDINGS IN YOUR ACCOUNT, EARNITY OR OUR SERVICE PROVIDER(S), OR YOUR TRANSACTIONS OR ACCOUNT ACTIVITY, PLEASE CONTACT EARNITY CUSTOMER SERVICE AT support@earnity.com. YOU CAN ALSO WRITE TO: Earnity Inc., 3 E 3rd Avenue Suite 200, San Mateo, CA 94401, ATTENTION: CUSTOMER SERVICE.

(B) Risks in Use of the Marketplace. By accessing or using the Marketplace, you represent to us that you:

- understand the risks associated with buying, selling and holding Crypto Assets.
- confirm that you understand the highly volatile nature of these systems and assets due to factors including (but not limited to) adoption, speculation, technology, security, and regulation.
- understand that the cost and speed of transacting with Crypto Assets are variable and may change dramatically at any time.
- agree that we have discretion to decide where and how to direct your transaction requests or to solicit (or not solicit) persons to trade opposite those transactions. When we facilitate your transactions, we may direct them to affiliated or unaffiliated exchanges, electronic trading platforms, executing dealers, market makers, liquidity providers, executing firms, individual brokers or brokerage groups for execution. We, or our affiliates, may derive financial and other benefits (such as the right/obligation to receive/provide payment for order flow or other fees) from decisions on where and how to direct your transactions, as well as on decisions related to transaction handling. These decisions may create potential conflicts of interest with regard to our transaction handling decisions that you hereby waive and agree to waive.
- agree that we will have broad access to the current status of certain markets, investments and products. As a result, we may be in possession of information, which, if known to you, might cause you to seek to dispose of, retain or increase interests in one or more Crypto Asset transactions. We will be under no duty to make any such information available to you, except to the extent that disclosure may be required under applicable federal or state law, rules and regulations of the United States of America and any other laws and regulations applicable in other jurisdictions from which the Marketplace may be accessed ("Applicable Law").

(C) Marketplace Information is Not Advice. All information provided by the Marketplace is for informational purposes only and should not be construed as professional legal, tax, accounting, financial or investment advice. You should not take any action or refrain from taking any action based on information contained in the Marketplace. Before you make any financial, legal, or other decisions involving the Marketplace, you should seek independent professional advice from an individual who is licensed and qualified to provide such advice.

(D) Consent to Contract Electronically and to Receive Communications Electronically. By clicking the "I Accept" button below or by using the Marketplace, you demonstrate your agreement to contract electronically with Earnity and to be bound by these Terms, and agree to receive electronically, via the email associated with your Earnity Account, all notices and disclosures for your Account ("Communications") in electronic form. In addition, you hereby agree that you

reaffirm your agreement to receive Communications electronically every time you use the Marketplace. You further agree by these actions that (a) you will conduct the transactions using the Marketplace electronically; (b) you acknowledge that you have received an electronic copy of these Terms; (c) you confirm your authorization and informed consent to the delivery of electronic Communications to you under these Terms; and (d) you have the ability to receive Communications via email.

3. Terms Modifications and Policies

(A) Amendments. We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make any modifications, we will notify you by updating the “Revision Date” at the top of these Terms and by maintaining a current version of the Terms at <https://www.earnity.com/terms>. Except to the extent we use a future date when posting a new version of these Terms, all modifications will be effective when they are posted, and your continued use of the Marketplace will serve as your acceptance of those modifications. If you do not agree with any modification to these Terms, you must immediately stop accessing and using the Marketplace. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Marketplace and close your Account.

(B) Privacy Notice. Our Privacy Notice and Cookie Policy also apply to your use of the Marketplace. It is important that you read and understand our Privacy Notice and Cookie Policy before using the Marketplace.

4. Use of the Marketplace

(A) Eligibility. To access or use the Marketplace, you must be able to form a legally binding contract with us. Accordingly, you represent that you are of the age of majority in your state or country of residence, as applicable, and that you have the full right, power, and authority to enter into and comply with the terms and conditions of these Terms on behalf of yourself and any company or legal entity for which you may access or use the Marketplace. You further represent that you are not a citizen, resident, or member of any jurisdiction or group that is subject to economic or other applicable sanctions by the United States of America, or where your use of the Marketplace would be illegal or otherwise violate any Applicable Law. You further represent that your access and use of the Marketplace will fully comply with Applicable Law, and that you will not access or use the Marketplace to conduct, promote, or otherwise facilitate any illegal or fraudulent activity.

(B) Registration. When you register with us, we will establish an account (“Account”) and one or more Crypto Asset wallets (“Crypto Asset Wallets”) depending on your planned use of the Marketplace. You may add and remove Crypto Asset Wallets from time to time. Crypto Asset Wallets allow you to store, transfer, track, and manage your Crypto Assets.

(C) Eligible Crypto Assets. You may only hold eligible Crypto Assets in your Crypto Asset Wallets. Eligible Crypto Assets are those supported by us at the given time. We reserve the right to change the Crypto Assets we support from time to time without prior notice to you. We are not responsible for any delays or other harm caused by your attempting to purchase, hold or sell unsupported cryptocurrency assets using the Marketplace.

(D) Processing of Personal Data and Identity Verification. In order to use the Marketplace, you may be required to provide us with certain personal information including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type, routing number, and account number), source of funds and employment information. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update us if any information changes.

(E) Access to the Marketplace. Access to the Marketplace is provided “**AS IS**” AND “**AS AVAILABLE**”. We do not represent, warranty or guarantee that the Marketplace, or any content on it, will always be available or that your access to it will be uninterrupted. From time to time, access to the Marketplace may be interrupted, suspended or restricted, including because of a fault, error, or unforeseen circumstances or because we are carrying out planned maintenance. We reserve the right to limit or restrict the availability of the site to any person, entity, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Marketplace, at any time and in our sole discretion. We may suspend or disable your access to the Marketplace if we consider it reasonable to do so, e.g., you breach these Terms. We may remove or amend the content, functionality or services of the Marketplace at any time. Please note that some of the content may be out of date at any given time and we are under no obligation to update it. **We do not represent, warrant or guarantee that the Marketplace, or any content on it, will be free from errors or omissions. We will not be liable to you for any loss or damage you may suffer as a result of the Marketplace being unavailable at any time for any reason.**

(F) Parties to Transactions. When you purchase (buy) or sell Crypto Assets within the Marketplace, you are not buying Crypto Assets from Earnity or selling Crypto Assets to Earnity. Instead, Earnity acts as the agent, transacting on your behalf, to facilitate that purchase or sale between you and other Earnity customers. You can purchase (buy) Crypto Assets using: (a) funds in your USD Wallet, (b) Crypto Assets held in certain Crypto Assets Wallets, as permitted by Earnity, (c) a valid bank account in the name that matches the name on your Earnity Account, or (d) a debit or credit card that matches the name on your Earnity Account (each a “Valid Payment Method”). Your purchase must follow the relevant instructions on the Earnity Site. Earnity reserves the right to cancel any transaction not confirmed by you within five (5) seconds after Earnity quotes a transaction price. A purchase of Crypto Assets using a Valid Payment Method generally will initiate on the business day we receive your instructions. Purchased Crypto Assets will be deposited in your Crypto Assets Wallet as soon as funds have settled to Earnity, which in the case of a bank account or debit or credit card may take up to five (5) business days. You can sell Crypto Assets and instruct Earnity to deposit funds into your Earnity USD Wallet or, where supported, a Crypto Assets Wallet. Crypto Assets purchases and sales are collectively referred to herein as “Crypto Assets Transactions”. If Earnity cannot complete your Crypto Assets Transaction for any reason (such as price movement, market latency, inability to find a counterparty for your transaction, or order size), Earnity will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

(G) Prohibited Uses. You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Marketplace:

- a. Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- b. Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.
- c. Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- d. Market Manipulation. Activity that violates Applicable Law concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.
- e. Any Other Unlawful Conduct. Activity that violates Applicable Law of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

(H) Usage

(i) Funding balance. You can load funds into your USD Wallet from a valid bank account via ACH transfer. Your USD balance is in a pending state and will not be credited to your USD Wallet until after the bank transfer has cleared, usually within ten (10) business days. We may debit your linked bank account as soon as you initiate payment. The name on your linked bank account and your wire transfer must match the name verified on your Earnity Account.

(ii) Account and Crypto Asset Wallets. When you open an Account on the Marketplace, we will provide you with a hosted Crypto Assets Wallet and, if desired, a hosted USD Wallet for holding U.S. Dollars. If you hold funds in an Account, we will hold such funds separate from our corporate funds, will not use your funds for any corporate purposes, and will not voluntarily make your funds available to our creditors in the event of bankruptcy.

(iii) Making Transactions. You may purchase and sell Crypto Assets using our website or our mobile app. For purchase transactions, you must have sufficient fiat currency in a Crypto Assets Wallet to cover the purchase amount. Depending on the source of the purchased Crypto Asset, your purchase may not result in our broadcasting the purchase to any Crypto Asset network. Any transaction you make will be made net of any fees owed to us. When a Crypto Assets or USD transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible by email free of charge at support@earnity.com. It is important that you regularly check your USD Wallet and Crypto Assets Wallet balances and your transaction history regularly to ensure you notify us as soon as possible of any unauthorized transactions. We are not responsible for any claim for unauthorized transactions or harm or losses associated with such transactions except for any such transactions that occur after you have notified us in accordance with this subsection and given us a reasonable period of time to place a hold on any further transactions.

(iv) Transaction Limits. The use of the Marketplace for transactions is subject to a limit on the amount of volume, stated in U.S. Dollar terms, you may transact or transfer in a given period (e.g., daily, weekly). To view your limits, login to your Earnity Account(s). Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. Earnity reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at support@earnity.com. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Earnity staff (such process, "Enhanced Due Diligence"). Earnity reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence. Currently the Account limits are:

New Account Limits*: \$5,000 limit for any rolling 10-day period. This means that at any given time, you can have \$5,000 worth of deposits and will be halted if you deposit more than your limit in the 10-day period.

Standard Limits** : \$30,000 limit per any rolling 10-day period. This means that at any given time, you can have \$30,000 worth of deposits and will be halted if you deposit more than your limit in the 10-day period.

*A New Account is defined as an Account less than 30 days old.

**Standard limits apply to an Account (i) greater than 30 calendar days old and (ii) Account has successfully processed a funding transaction of at least \$1,000.

(v) Making Payments. You may use the "Make A Payment" option on the Earnity Site from time to time to authorize payments for any credit transaction with us or any of our affiliates, including any amount owing pursuant to any credit agreement you may enter into with us or any of our affiliates, from time to time. With this option, you can authorize us or our affiliates to make a one-time charge to your linked deposit account through the ACH network (your "Preferred Payment Method"). You may select or approve the dollar amount and transaction date for each one-time payment you authorize using your Preferred Payment Method. We and our affiliates reserve the right to limit the amount and date of these one-time charges, screen transactions, and take other steps for our own risk management and business reasons. Although we or our affiliates will try to notify you if your depository institution is unable or unwilling to process any one-time charge using your Preferred Payment Method, you agree we are not required to do so and you are still required to make payments in the time and manner required by your credit agreement with us or any of our affiliates.

(vi) No Withdrawal of Current Purchase Orders. When you give us instructions to purchase (buy) Crypto Assets, you cannot withdraw your consent to that purchase unless the purchase is not scheduled to occur until a future date e.g., you set up a recurring purchase of Crypto Assets (a "Future Transaction"). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the date that the Future Transaction is scheduled to take place. To withdraw your consent to a Future Transaction, follow the instructions on the Earnity Site.

(vii) Termination of Support for a Crypto Asset. We may terminate support for a Crypto Asset at any time in our sole discretion. If you do not sell or transfer the Crypto Asset before we terminate support we may remove it from your wallet and credit your Account with the equivalent market value in a supported Crypto Asset or fiat currency minus transaction fees. Our current list of supported Crypto Assets is <https://support.earnity.com/en/articles/5917506-what-coins-and-tokens-are-currently-available-for-purchase>.

(viii) Closures of Account and Wallets. You may close your Account or any Crypto Asset Wallet you have with us at any time as long as there are no pending transactions. You can accomplish this by transferring the entire balance, minus transaction fees, from your Account or Crypto Asset Wallet to an external host or financial institution. You are solely responsible for providing us with accurate instructions and directions for any such transfer. We are not liable to you or any third party for any delay or loss incurred from a transfer executed according to your instructions. You should verify the accuracy of the recipient of your Account proceeds or Crypto Assets prior to the transfer. The transfers cannot be reversed or refunded once they have been initiated. We do not have control over any third party account, network or platform and cannot ensure or verify that the recipient will confirm the transaction or execute it correctly.

(ix) No Interest. You agree that you will not receive interest on or other monies derived from the funds that we handle and place in your Account to support the operation of the Marketplace. It is likely that we will receive interest on funds held for our users including you. In consideration for your use of the Marketplace, and with full knowledge and understanding that we will receive this interest, you irrevocably transfer and assign to us all rights that you may have in any interest that may accrue on funds held in such Account.

(x) Third Party Service Provider; No Reverse Engineering. Earnity may use one or more third party payment processors to process any U.S. Dollar payment between you and Earnity, including but not limited to payments in relation to your use of the Crypto Assets transactions or deposits or withdrawals from your USD Wallet or Earnity Account. Your ability to receive funds to buy and sell may be impacted by the then-in-effect funds clearance policies of the third party payment processor. With respect to the Marketplace and any third party service provider's services, technology or platform, you are not permitted to: (a) rent, lease, sublet, resell, convert, license, exploit, use, modify, or otherwise permit unauthorized third parties to access or use any aspect of the Marketplace or any third party provider's technology ("API"); (b) reverse engineer, reverse assemble or otherwise attempt to discover the source code for the Marketplace or API; (c) circumvent or disable any security or other technological features or measures of the Marketplace or API; (d) alter, modify, convert or attempt to, modify, convert or otherwise manipulate the Marketplace or API or other software or code; or (e) clone or otherwise copy, replicate or duplicate in any fashion any part of the Marketplace or API design, workflow, features or methodology. You acknowledge that the services offered by the third party payment processor or other providers may require you to enter into an agreement with such third parties and that such third party services may evolve or change without prior notice to you, leading to changes in available features, functionality, and user interfaces. You agree to assume the risk of performance or non-performance by any such third parties to the extent allowed by Applicable Law. With respect to Prime Trust, by creating an Earnity Account, you agree to be subject to such third party payment processor's Terms of Use, Privacy Policy, and other applicable policies and procedures, available at www.primetrust.com. You also acknowledge that the third party payment processor may stop,

permanently or temporarily, providing some or all payment services without any advance notice. You will ensure that your use of the third party payment processor will comply with Applicable Law and we may adjust our use of the provider in accordance with changes in Applicable Law. The third party payment processor is not providing any legal, tax, or accounting advice nor does it provide any investment advice or make recommendations regarding any transaction.

(xi) Reversals and Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account or your Account, you authorize Earnity, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your USD Wallet or Crypto Assets Wallet balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel or reverse, any Crypto Assets Transaction or Transfers in our sole discretion, even after funds have been debited from your Account, if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if we reasonably suspect that the transaction is erroneous; or if Earnity suspects the transaction relates to a Prohibited Use or a Prohibited Business as set forth below. In such instances, Earnity will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

5. Fees. In consideration for Earnity developing, hosting and providing the Marketplace, Earnity earns revenues when you purchase or sell Crypto Assets on the Marketplace. A full list of Earnity fees for your Earnity Account can be found on our Pricing and Fees Disclosures page at <https://support.earnity.com/en/articles/5917914-what-fees-does-earnity-charges-for-buying-or-selling-coins-tokens-and-collections>. By using the Marketplace, you agree to pay all applicable fees. Earnity reserves the right to adjust its pricing and fees and any applicable waivers at any time. We will always notify you of the pricing and fees which apply to your transaction when you authorize the transaction and in each receipt we issue to you. We may charge network fees (miner fees) to process a Crypto Assets Transaction on your behalf. We will calculate the network fee at our discretion, although we will always notify you of the network fee at or before the time you authorize the Crypto Assets Transaction. Bank fees charged to Earnity are netted out of transfers to or from Earnity. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional USD to cover bank fees if you desire to complete such a transfer.

6. Suspension, Termination, and Cancellation

(A) Earnity may: (a) suspend, restrict, or terminate your access to any or all of the Marketplace, and/or (b) deactivate or cancel your Earnity Account(s) if: (i) we are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you of using your Earnity Account(s) in connection with a Prohibited Use or Business; (iii) use of your Earnity Account(s) is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your

Account activity; (iv) our service partners are unable to support your use; (v) you take any action that Earnity deems as circumventing Earnity's controls, including, but not limited to, opening multiple Earnity Accounts or abusing promotions which Earnity may offer from time to time.

(B) If Earnity suspends or closes your Account, or terminates your use of the Marketplace for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Earnity from providing you with such notice. You acknowledge that Earnity's decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential to Earnity's risk management and security protocols. You agree that Earnity is under no obligation to disclose the details of its risk management and security procedures to you.

7. Creator Terms

(A) Your Works. From time to time during the Term, you may have opportunities to create and post to the public portion of our Platform certain collections of tokens that consist of tokens and allocations of tokens that you specify. We also allow you to post information about your collections to the Marketplace (each a "Work" and, collectively, the "Works"). "Works" also include posts you make to third party sites or platforms that include a link to your Earnity collection. Each Work must comply with our Posting Guidelines set forth in this Section 7, which we may amend from time to time in our sole discretion. We reserve the right to remove any Work that does not comply with our Posting Guidelines or the terms and conditions of these Terms.

(B) Your Responsibilities. For each Work, you agree to:

(i) post the Work to the Platform in the formats and using the media that we accept; and

(ii) prior to posting the Work, obtain from all persons who are, or whose property is, identified, depicted, or otherwise referred to in such Work, such written and signed licenses, permissions, waivers, and consents (collectively, "Permissions" and each, individually, a "Permission"), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for us to exercise our rights in the Work, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person.

(C) Noncompliant Works; Corrections. In the event of any noncompliant Work, posts or other content, we have the right to address such noncompliant Work by taking any of the following actions alone or in combination: (a) require you to make corrections specified by us in our sole discretion; (b) fixing the Work ourselves or through one of our agencies; (c) withholding payment of fees under these Terms; and (d) terminating this agreement for breach.

(D) Ownership.

(i) Except for the restrictions imposed by the Posting Guidelines, you are and will be the sole and exclusive owner of all right, title, and interest in and to the Works, including without limitation all copyrights and other intellectual property rights therein, except for any trademarks, logos or other intellectual property owned, created or licensed from a third party by us. Your rights in Works

extend only to the words of the Works and not to any underlying software or technology used to create or host the Works.

(ii) You hereby grant us a limited license to use the Works solely for purposes of the hosting and posting them on the Marketplace and other marketing uses we may make from time to time. You understand that we may remove any of your Works from the Marketplace at any time for any reason, without notice to you. You agree to promptly cease publishing and use commercially reasonable efforts to remove any Work from any third party website, social media platform or other publication upon our request.

(E) Derivative Works. We will own and retain all right, title, and interest in and to all works made by us, or by any third party for the benefit of us, including derivative works of your Works, subject to your rights in the underlying Works.

(F) Use of Your Name, Likeness, and Information. You hereby grant to us and our affiliates, and each of our and their respective direct and indirect successors, licensees, and assigns, the right to use your name, image, likeness, and biographical and professional information (including information you provide to us, information about you that is created by us, and any other information about you that is publicly available) in connection with the Works, including without limitation to advertise and promote the same or any product or service that features or includes at least one of the Works or a portion thereof, in whole or in part, as provided by you unmodified.

(G) Payment

(i) If you opt-in by (i) activating the 'Earn on this collection' toggle, and (ii) activating the 'Publish collection' toggle, then you are agreeing to posting your Work to the public portion of the Platform and you will be able to earn a Revenue Share (defined below) on the sale of a Work that you posted. As used herein, "Revenue Share" means ten percent (10%) of the Platform Fee charged to the purchaser and collected by us in connection with the sale of a Work. Subject to Section 7(B), we will pay you the Revenue Share on a monthly basis for the Revenue Share earned during the immediately preceding period.

(ii) We are not obligated to pay you for any Work that does not comply with these Terms, including the Posting Guidelines and any other criteria we specify for Works.

(iii) You agree to maintain the confidentiality of this Section 7 and the amount of Revenue Share that you earn pursuant to these Terms.

(H) Representations and Warranties; Posting Guidelines. By providing any Work to the Platform or any Work to any third party platform, you represent and warrant that the Work:

(i) is your sole and original creation;

(ii) has not been, and prior to posting on the Platform will not be, published or otherwise made publicly available, in whole or in part;

(iii) is not libelous or otherwise defamatory; and

(iv) does not, and use thereof will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy.

You further agree to agree to comply at all times with the following guidelines for posting Works ("Posting Guidelines"). You will not:

- include in any Work any investment advice tailored for or directed to an individual or group of similarly situated individuals. For example, you will not make any statements or suggestions for collections or Crypto Asset purchases or sales based on someone's age, gender, profession or other demographic;
- make guarantees or other promises.
- make any statements about the performance of any cryptocurrency or group of cryptocurrencies that is not 100% factual. [Always indicate the applicable dates on which the performance was measured so that your statements can be independently verified.](#)
- make any statements regarding regulated securities or commodities products. Limit statements to cryptocurrency products approved for [the Earnity platform](#).
- post any Work on a third party site or platform that violates a third party's rules or practices. Online platforms such as Google and social media platforms such as Facebook and Twitter each have their own rules for advertising cryptocurrency that change over time. Please consult the rules applicable at the time before placing any ads with third parties.
- use any facts or figures without including an "as of date";
- imply that Earnity has endorsed any opinion shared by you;
- imply or state that past performance is indicative of future results;
- distribute or facilitate the distribution of viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature or otherwise interfere with, circumvent, disable or attempt to interfere with, circumvent or disable the Marketplace, security features of the Marketplace, or the equipment connected to the Marketplace;
- take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- transmit or otherwise make available through the Marketplace any unsolicited commercial messages (i.e., spam), junk mail, pyramid schemes, chain letters or similar materials or information;
- interfere with other users' enjoyment of the Marketplace;
- use the Marketplace for any unauthorized commercial purpose;
- reformat or frame any portion of the Marketplace;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Marketplace or to collect information about our users for any unauthorized purpose;
- use any metatags or any other "hidden text" using any of our marks; or
- access or use the Marketplace for the purpose of creating a product or service that is competitive with any of our products or services, including, without limitation, the Marketplace.

8. No Fiduciary Relationship. These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably

disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

9. Warranty Disclaimers; Damages Exclusions and Limitations on Liability

(A) NO WARRANTIES. THE MARKETPLACE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (BUT NOT LIMITED TO) THE WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE MARKETPLACE IS AT YOUR OWN RISK. WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT ACCESS TO THE MARKETPLACE WILL BE CONTINUOUS, UNINTERRUPTED, FREE FROM INTERFERENCE, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN THE MARKETPLACE WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT THE MARKETPLACE WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY OR GUARANTEE CONCERNING THE MARKETPLACE. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING THE MARKETPLACE.

(B) CONSEQUENTIAL DAMAGES EXCLUSION. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SUBSIDIARIES, LIQUIDITY PROVIDERS, SERVICE PROVIDERS OR VENDORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF THE MARKETPLACE, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE MARKETPLACE OR THE INFORMATION CONTAINED WITHIN IT. NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SUBSIDIARIES, LIQUIDITY PROVIDERS, SERVICE PROVIDERS OR VENDORS ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE MARKETPLACE; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO THE MARKETPLACE; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE MARKETPLACE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH THE MARKETPLACE; (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND (H) ANY TRANSACTIONS THAT OCCUR BETWEEN YOU AND ANY CRYPTO ASSET CUSTODIAN OTHER THAN US.

(C) LIMITATIONS ON LIABILITY. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SUBSIDIARIES, LIQUIDITY PROVIDERS, SERVICE PROVIDERS OR VENDORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US IN EXCHANGE FOR ACCESS TO AND USE OF THE MARKETPLACE, OR \$100, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR GUARANTEES OR THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES AND DAMAGES. ACCORDINGLY, SOME OF THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS MAY NOT APPLY TO YOU. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION AND RELEASE. YOU HEREBY AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUBSIDIARIES FROM AND AGAINST ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM: (A) YOUR ACCESS TO OR USE OF THE MARKETPLACE; (B) YOUR VIOLATION OF ANY TERM OR CONDITION OF THESE TERMS, THE RIGHT OF ANY THIRD PARTY, OR ANY OTHER APPLICABLE LAW, RULE, OR REGULATION; AND (C) ANY OTHER PARTY'S ACCESS AND USE OF THE MARKETPLACE WITH YOUR ASSISTANCE OR USING ANY DEVICE OR ACCOUNT THAT YOU OWN OR CONTROL. YOU EXPRESSLY AGREE THAT YOU ASSUME ALL RISKS IN CONNECTION WITH YOUR ACCESS AND USE OF THE MARKETPLACE AND OF ANY THIRD PARTIES. YOU FURTHER EXPRESSLY WAIVE AND RELEASE US FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM OR IN ANY WAY RELATING TO YOUR USE OF THE MARKETPLACE AND YOUR INTERACTION WITH THE SMART CONTRACTS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE THE BENEFITS AND PROTECTIONS OF 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." WITH RESPECT TO CLAIMS FOR WHICH YOU MUST INDEMNIFY US, WE RESERVE THE RIGHT TO EXERCISE SOLE CONTROL OVER THE DEFENSE, AT YOUR EXPENSE, OF ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US, IF ANY.

11. Agreement to Arbitrate Disputes, Class Action Waiver and Jury Trial Waiver

(A) Arbitration Agreement. These Terms contains a mandatory individual arbitration agreement that requires the use of arbitration on an individual basis to resolve disputes, rather than aggregate arbitration, jury trials or class actions. You hereby waive and agree to waive your rights to bring claims against us under this agreement as part of a class action and your right to a jury trial for such claims.

(B) Dispute Resolution by Binding Arbitration. PLEASE READ THIS “DISPUTE RESOLUTION BY BINDING ARBITRATION” PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND EARNITY, SUBJECT TO THE TERMS AND OPT-OUT OPTION SET FORTH BELOW.

You and Earnity agree that any and all past, present and future disputes, claims, or causes of action arising out of or relating to your use of the Marketplace, these Terms, or any other controversies or disputes between you and Earnity (including, without limitation, disputes regarding the effectiveness, scope, validity or enforceability of this agreement to arbitrate) (collectively, “Dispute(s)”), shall be determined by arbitration, unless (A) your Country of Residence does not allow this arbitration agreement; (B) you opt out as provided below; or (C) your Dispute is subject to an exception to this agreement to arbitrate set forth below. You and Earnity further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction.

“Country of Residence” for purposes of this agreement to arbitrate means the country in which you hold citizenship or legal permanent residence, as well as any country from which you regularly access and use the Marketplace. If more than one country meets that definition for you, then your country of citizenship or legal permanent residence shall be your Country of Residence, and if you have more than one country of citizenship or legal permanent residence, it shall be the country with which you most closely are associated by permanent or most frequent residence.

Earnity wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Earnity, you agree to try to resolve the Dispute informally by contacting Earnity at support@earnity.com to notify Earnity of the actual or potential Dispute. Similarly, Earnity will undertake reasonable efforts to contact you to notify you of any actual or potential dispute at the email address that you provided to us to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the “Notifying Party”) will include in that notice (a “Notice of Dispute”) the name of User, the Notifying Party’s contact information for any communications relating to such Dispute (including the Notifying Party’s legal counsel if it is represented by counsel in connection with such Dispute), and sufficient details regarding such Dispute to enable the other party (the “Notified Party”) to understand the basis of and evaluate the concerns raised. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

If, notwithstanding the Notifying Party’s compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within 30 days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of these Terms, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred in connection with such Dispute.

We both agree to arbitrate (unless you opt out as described below). You and Earnity each agree to resolve any Disputes that are not resolved informally as described above through final and binding arbitration as discussed herein, except as set forth under “Exceptions to Agreement To Arbitrate” below.

If you do not wish to be subject to this agreement to arbitrate, you may opt out of this arbitration provision by sending a written notice to Earnity at support@earnity.com within thirty (30) days of first accepting these Terms. You must date the written notice, and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with Earnity through arbitration. If no written notice is submitted by the 30-day deadline, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except with regard to the exceptions set forth below. By opting out of the agreement to arbitrate, you will not be precluded from using the Earnity Marketplace, but you and Earnity will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

The arbitration procedure depends on your Country of Residence.

If your Country of Residence is the United States:

You and Earnity agree that the American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought (“AAA Rules”). Those rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration.) Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under Applicable Law. Notwithstanding any language to the contrary in this paragraph, if a party seeks injunctive relief that would significantly impact other Earnity users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

You and Earnity further agree that the arbitration will be held in the English language in New York, New York, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. If Earnity elects arbitration, Earnity shall pay

all of the AAA filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the AAA Rules, or in accordance with countervailing law if contrary to the AAA Rules. However, if the value of the relief sought is \$10,000 or less, at your request, Earnity will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator(s) finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the AAA Rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided herein or required by law. If your Country of Residence is the United States, this agreement to arbitrate shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.

If your Country of Residence is not the United States, the Dispute will be referred exclusively to and finally resolved by arbitration administered by the International Chamber of Commerce pursuant to its applicable Rules posted here: <http://iccwbo.org>. There will be a single arbitrator who shall be a practicing lawyer. Arbitration will take place in the English language in California, United States. You may choose to have the arbitration conducted via videoconference, telephonically or via other remote electronic means. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential. The ICCWBOL Rules will govern payment of all arbitration fees, or arbitration fees will be paid in accordance with the countervailing law of your Country of Residence if contrary to the ICCWBOL Rules.

Regardless of your Country of Residence or the rules of a given arbitration forum, you and Earnity agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor Earnity may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Earnity will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR EARNITY SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

Notwithstanding your and Earnity's agreement to arbitrate Disputes, either you or Earnity retain the following rights:

If your Country of Residence is the United States, you and Earnity retain the right (A) to bring an individual action in small claims court; and (B) to seek injunctive or other equitable relief in a court

of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

If your Country of Residence is not the United States, you and Earnity may assert claims, if they qualify, through the small claims process in the courts of your Country of Residence. Further, as applicable, this Section 11 does not deprive you of the protection of the mandatory provisions of the consumer protection laws in your Country of Residence; you shall retain any such rights and this agreement to arbitrate shall be construed accordingly.

Except as otherwise required by Applicable Law or provided in these Terms, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and Earnity agree that any judicial proceeding may only be brought in a court of competent jurisdiction in Delaware, United States. Both you and Earnity consent to venue and personal jurisdiction there, provided that either party may bring any action to enforce its intellectual property rights or confirm an arbitral award in any court having jurisdiction.

This agreement to arbitrate shall survive the termination or expiration of these Terms. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. In the event that a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of these Terms unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

12. Miscellaneous

(A) Governing Law. You agree that the laws of the State of California, without regard to principles of conflict of laws, govern these Terms and any Dispute between you and us. You further agree that the Marketplace is based and will be deemed to be based solely in the State of California, and that although the Marketplace may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of California. Any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act. You agree that San Francisco, California is the proper forum for any appeals of an arbitration award or for court proceedings in the event that these Terms' binding arbitration clause is found to be unenforceable.

(B) Promotions and Third-Party Resources. Earnity may, from time to time, conduct promotions, contests, sweepstakes or other activities (collectively "Promotions") that require you to submit material or information concerning yourself. Any Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age or geographic location. You are responsible for reading all rules relating to the Promotions to determine whether or not you are eligible to participate. If you enter or participate in any Promotions, then you thereby agree to abide by and to comply with all rules of the Promotions. You should not enter or participate in any such Promotion if you do not agree to abide by and to comply with all such rules. The Marketplace may contain references or links to third-party

resources, including (but not limited to) websites, information, materials, products, or services (collectively "Third Party Materials"), that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Marketplace. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions. You acknowledge and agree that we are not responsible for the availability of any Third Party Materials and that we do not endorse any advertising, products, services or other materials on or made available from any Third Party Materials. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the Third Party Resources, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products, services or other materials on, or made available from, any Third Party Resources.

(C) Compliance Obligations; Sanctions. The Marketplace is operated from facilities within the United States. The Marketplace may not be available or appropriate for use in other jurisdictions. By accessing or using the Marketplace, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You may not use the Marketplace if you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or if your use of the Marketplace would be illegal or otherwise violate Applicable Law. The Marketplace and all of its contents are solely directed to individuals, companies, and other entities located within the United States and in countries from which we authorize access. You must not use the Marketplace from any location where such access has not been authorized by us or from any location where the use of the Marketplace is prohibited or restricted by Applicable Law. Notwithstanding any terms to the contrary in these Terms, all use of and activities on the Marketplace occur in the United States, regardless of the country from which you access it. We must comply with economic sanctions and trade restrictions, including those implemented by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury. This means that we or anyone using the Marketplace cannot take part in transactions that involve designated people or places, as determined by agencies like OFAC. No person using the Marketplace, regardless of their location, may engage in transactions involving (a) certain geographic areas, such as Crimea, Cuba, Iran, North Korea, and Syria, or any individual or entity operating or residing in those places; (b) individuals or entities identified on sanctions lists such as OFAC's Specially Designated Nationals (SDN) List or Foreign Sanctions Evaders (FSE) List, including, without limitation, any digital currency addresses attributable to any individuals or entities; and (c) nationals of Cuba, regardless of location, unless citizenship or permanent residency outside of Cuba has been established. To ensure compliance with sanctions programs, you are prohibited from using your Account while in certain geographic locations. If we have reason to believe you are operating your Account from a sanctioned location, such as any of the places listed above, or are otherwise in violation of any economic sanction or trade restriction, then we may suspend or terminate your use of the Marketplace, including to cancel any purchases or withdrawals of Crypto Assets that are in progress at the time. You generally are not permitted to make available for sale products or services that originate from sanctioned areas. This includes items that pre-date sanctions, since we have no way to verify when they were actually removed from the restricted location. In addition to complying with OFAC and applicable local laws, other countries may have their own trade restrictions and certain items may not be

allowed for export or import under international laws. You should consult the laws of any jurisdiction when a transaction involves international parties. Third-party payment processors and custodians may independently monitor transactions for sanctions compliance and may block transactions as part of their own compliance programs. We have no authority or control over the independent decision-making of these providers. The economic sanctions and trade restrictions that apply to your use of the Marketplace are subject to change, so you should check sanctions resources regularly. For legal advice, please consult a qualified professional.

(D) No Investment. Legal or Tax Advice. You acknowledge that we do not provide investment, legal, or tax advice governing these transactions. It is solely your responsibility to determine what, if any, taxes apply to the transactions you make using the Marketplace or the revenues you receive as a Creator and to report and remit the applicable taxes to the relevant taxing authorities. You acknowledge that the tax treatment of Crypto Assets transactions is unsettled and you agree that we are not responsible for determining whether taxes apply to your transactions or revenues. To the extent we are required by the relevant taxing authorities to deduct or withhold any amounts from a payment we make to you, we will make the required payment net of such taxes. Any amounts so withheld will be treated as having been paid for all purposes of this agreement. You understand that we will report information with respect to your transactions, payments, transfers, or distributions made by or to you with respect to your Marketplace activities to a tax or governmental authority to the extent such reporting is required by Applicable Law. From time to time, we may ask you for tax documentation or certification of your taxpayer status as required by Applicable Law, and any failure by you to comply with this request in the time frame we specify may result in withholding and/or remission of taxes to a tax authority as required by Applicable Law. You should consult your own tax advisors before making any decisions with respect to Crypto Assets transactions. You certify the information you provide to us is accurate and hereby agree to our using such information as is necessary to fulfill our federal, state and local tax payment or withholding purposes and tax filing obligations.

(E) Entire Agreement; Severability. This Agreement contains the entire agreement between you and us and supersedes any oral or written statements made by or to you in connection with the subject matter of this agreement. If any provision of this agreement is illegal or unenforceable under Applicable Law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term, or, if such amendment is not practicable, stricken, and all other provisions of this agreement will continue in full force and effect.

(F) Force Majeure. Our obligations under this agreement will be waived during any time period we are subject to a force majeure, including from any Act of God, labor disputes or other industrial disturbances, Internet, electrical, hardware, software or other utility failure, software or smart contract bugs or weaknesses, war, terrorism, pandemic, armed conflict, system outage, telecommunications outage, embargoes, acts or orders of any government, change in interest rates or other rates or monetary conditions, or any other cause beyond our reasonable control.

(G) Interpretation; Survival; No Waiver. This agreement will not be construed against us as the drafter of the agreement. You acknowledge that you had the opportunity to have an attorney review this agreement before signing. The use of the word “include”, “includes” or “including” in this agreement means “including without limitation” and are not meant to be restrictive. All terms and conditions in this agreement that are by their nature continuing will survive the expiration or

termination of this agreement for any reason. Our waiver or other failure to act in the event of your breach will not constitute a waiver of that or any other breach unless set forth in writing and signed by us.

(H) Notices; State Notices. We may provide you with notice by sending you an email to the address associated with your Account. You must provide us notice by email support@earnity.com or by U.S. Mail, First Class, Postage Prepaid to Earnity Inc., 3E 3rd Ave., Suite 200, San Mateo, California 94401. In addition to reporting complaints or requesting information about your Account or the Marketplace with us by emailing us at support@earnity.com, if you are a California resident, then you may report complaints to the California Department of Business Oversight (a) by mail at Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814, (b) online through its website at http://www.dbo.ca.gov/Consumers/consumer_services.asp, or (c) by phone at 866-275-2677.