

# Iterify Terms of Use

Hello, and welcome to Iterify! These Terms of Use (“Terms”) describe your rights and obligations when using the Services (defined below) offered by us or our affiliates.

Please note that these Terms of use contain Indemnification, Governing Law, Dispute Resolution, Assumption of Risk, Disclaimer of Warranties, and Limitation of Liability Sections that affect your rights, including your ability to bring legal claims against us. Please read these Terms, our Privacy Policy, and any other terms referenced in this document carefully. If you do not agree to be bound by these Terms, you are not permitted to use our Services.

## 1. Introduction

Iterify provides a technological platform that empowers brands to build better communities and products in Web3 and creates fun and challenging puzzles and treasure hunts, dedicated to selected crypto projects. We may define Iterify as “Iterify”, “we”, “us”, or “our” in this document. These Terms govern your access to and use of the Iterify website at [www.iterify.io](http://www.iterify.io) (“Website”). By accessing the Services, you agree that you have read, understand, and accept all of the terms and conditions contained in these Terms, including Section 13 (“Dispute Resolution”), as well as the Privacy Policy.

ITERIFY IS A TECHNOLOGICAL PLATFORM ONLY. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, CREDITOR, BORROWER, AGENT, OR PROVIDE ANY FINANCIAL SERVICES, PRODUCTS, OR ADVICE. ITERIFY IS OFFERED SOLELY AS AN ADMINISTRATIVE PLATFORM. ALL PROGRAMS ARE OFFERED BY THEIR RESPECTIVE ISSUERS ONLY.

## 2. Using Our Services

**Important disclaimers.** Iterify is not intended as and does not provide any investment or financial advice whatsoever. As with any financial or investment decisions, you should conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction. You should also seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels and investment advisors, in connection with any investment or financial transaction.

**Eligibility.** To be eligible to use the Services you must be at least 18 years old or of the legal age in the jurisdiction you reside in at the time of using the Services. If you are below the legal age in your jurisdiction, you are prohibited from using the Services.

**Updates to Terms of Use.** Your use of the Services is subject to your agreement to these Terms, which may be updated by us at any time with or without notice to you. The Effective Date of the most up to date Terms will be provided at the top of each version of these Terms, respectively. Any such updates will be effective upon our publishing such updated Terms. If you do not agree with these Terms, you may not use the Services. If you continue to use the Services following the date of release of an updated set of Terms, you agree to be bound by such updated Terms.

**Service Users.** By using any of our Services you are a service user ("Service User"). By becoming a Service User, you agree: (a) to provide accurate, current and complete information about yourself; (b) to maintain and promptly update from time to time as necessary your information; (c) to immediately notify us if you discover or otherwise suspect any security breaches related to the Services; (d) that you are fully responsible for all activity on the Services that occurs under your email and password combination, and (e) to comply with all applicable laws in connection with your use of the Services. We may, at any time in our sole discretion, refuse to allow you to become a Service User, or limit the number of User Accounts or Digital Wallets (as defined below) that you may associate with the

Services, or suspend or terminate any Service User or User Account, including access to our Services.

You also agree that you will not:

Use the Services under a different wallet address, email address or other identifier if we've disabled access for you under a different wallet address, email address or other identifier, unless you have our written permission first;  
Buy, sell, rent or lease access to your Digital Wallet (as defined below) to any third party, unless you have our written permission first; or  
Use or access the Services through any unauthorized third party application(s) or client(s), or to disclose or share your User Account information such as your email password, private keys or other sensitive information with any other person.

**User Accounts.** In order to access certain functions, Service Users may need to connect their Digital Wallet (as defined below). When a Service User connects a Digital Wallet, they create a user account ("User Account") with Iterify. In order to create a User Account, you may be required to provide additional information, such as your name, email address, username, wallet address, and other information as required by Iterify.

**Account Communication.** By becoming a Service User, you consent to receive electronic communications from Iterify (e.g., via email, push notification, or by posting notices to the Services, etc.). These communications may include notices about your use of the Services (e.g., email changes and/or other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy.

**Account Verification and Additional Information.** Iterify may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering, sanctions, embargoes, counteracting the financing of terrorism, and other applicable laws. Iterify may also require you to provide additional information and/or documents in cases where it has reason to believe that:

Your use of the Services is related to money laundering or any other illegal or illicit activity;  
You have concealed or reported false identification information and/or other details;  
Your activities in connection with the Services violated applicable laws;  
Such information and/or documents are required to protect the rights of Iterify or those of third parties; or  
Transactions effected via your User Account were effected in breach of these Terms.

In such cases, Iterify, in its sole discretion, may pause or cancel your access to any or all Services until such additional information and/or documents are reviewed by us and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Iterify, in its sole discretion, may refuse to provide the Services to you.

Unless otherwise noted in writing, by submitting personal data through our Site or Services, you agree to the terms of the Privacy Policy and you expressly consent to the collection, use and/or disclosure of your personal data in accordance with the Privacy Policy.

Compliance. The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in a country that is subject to sanctions or embargos by the United States, United Kingdom, European Union or United Nations; and (b) you are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses

## 3. Digital Wallet

Digital Wallet. As part of the Services, you are able to connect your “digital asset wallet” (“Digital Wallet”) to your account. You may be required to provide us additional information to connect your Digital Wallet, such as an email address and password. We do not offer our own digital asset wallet and any Digital Wallet that you connect to your User Account is subject to the Terms and Conditions of that service provider (if applicable) and we do not have any access to, or control over, your connected Digital Wallet.

ITERIFY DOES NOT CREATE, GENERATE, STORE OR TRANSACT WITH ANY WALLETS. THE CREATION, GENERATION, STORAGE AND TRANSACTING IN DIGITAL WALLETS ARE SOLELY YOUR RESPONSIBILITY. Iterify WILL NEVER ASK YOU FOR, NOR WILL IT EVER RECEIVE A COPY OF, YOUR PRIVATE KEYS. IT IS SOLELY YOUR RESPONSIBILITY TO ENSURE THAT THE DIGITAL WALLET YOU USE IN CONNECTION WITH YOUR ACCOUNT IS SAFE, SECURE AND AUTHORIZED.

## 4. User Conduct

Prohibited Uses. You may not use the Services to engage in the following categories of activity (“Prohibited Uses”). The specific types of use listed below are representative, but not exhaustive, and Iterify reserves the right to update or amend such list in its sole discretion at any time, with or without notice to you. These Prohibited Uses are in addition to the Community Guidelines (discussed below). If you are uncertain as to whether or not your use of the Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us in our Discord. By becoming a Service User, you agree that you will not use the Services to do or undertake any of the following, as determined by Iterify in its sole discretion:

**Abusive Activity:** Actions which: (i) impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; (ii) transmit or upload any material to the Services that contains viruses, trojan horses, worms or any other harmful or deleterious programs; (iii) attempt to gain unauthorized access to the Services, other Digital Wallets not belonging to you, computer systems or networks connected to the Services, through password mining or any other means; (iv) use the account of any third party to access or use the Services, except in the case of applications which are specifically authorized by a third party to access such third party's Digital Wallet and information; or (v) transfer your access or rights to use the Services to a third party, unless by operation of law or with the express permission of Iterify.

**Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance or regulation, sanctions programs administered in any of the countries where Iterify conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity.

**Abuse Other Users:** Interfere with another individual's access to or use of the Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal or other rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; or harvest or otherwise collect information from the Services about others, including without limitation email addresses and/or public or private Digital Wallet keys, without proper consent.

**Fraud:** Activity which operates to defraud Iterify, any Iterify user(s) or any other person, or provide any false, inaccurate or misleading information to Iterify.

**Copyright violations:** Activity which intentionally infringes upon another's copyright, or other intellectual rights, protections, including unauthorized copying or performing of copyrighted works available on the Services.

**Misleading statements on investments:** Activity that promotes, markets, or in any other way communicates the message of, NFTs on Iterify being an investment, such as making statements regarding the expectation that the monetary value of NFTs will increase in time.

Your legal obligations. It is possible that your use of the Services may result in certain reporting, tax or other legal obligations on your part. For example, certain jurisdictions require their residents to report international money or cryptocurrency transfers that exceed certain amounts. You agree and understand that we do not provide legal, tax, or investment advice. You agree to seek your own advice as necessary, and to comply with any legal obligations you may have in connection with your use of our Services.

## 5. Access to our Services

Suspension, Termination, and Cancellation. Iterify may, at its option and in its sole discretion:

(a) suspend or restrict your User Account and/or access to any or all of the Services, and/or  
(b) deactivate or cancel your User Account or Developer Account and block your access to the Services, if: (i) we are so required by a facially valid subpoena, court order, or binding order of any government authority; (ii) we reasonably suspect you of using the Services in connection with a Prohibited Uses; (iii) your use of the Services is subject to any pending litigation, investigation or government proceeding and/or we, in our sole discretion, perceive a heightened risk of legal or regulatory non-compliance associated with your activity; (iv) any of our service partners are unable to support your use thereof; (v) you take any action that Iterify deems in its sole discretion as circumventing Iterify's controls, or abusing promotions which Iterify may offer from time to time; or (vi) you breach these Terms.

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

## 6. Copyright and License to You

Information Ownership. Unless otherwise indicated in writing by us, the Services and all content and other materials contained therein, including, without limitation, the Iterify logo and all designs, text, graphics, pictures, information, data, software, sound files and/or other files related thereto and/or associated therewith and the selection and arrangement thereof

(collectively, "Content") are and shall remain the sole and proprietary property of Iterify and/or our affiliates or licensors, including the Developers, if and as applicable.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of these Terms, your right to use the Services will terminate immediately and you must, at our option, either return or destroy any Content you have copied, downloaded, or otherwise obtained from the Services. No right, title or interest in or to the Services or any Content thereon is or shall be transferred to you, and all rights not expressly granted herein are reserved by Iterify and/or its affiliates. Any use of the Services not expressly permitted by these Terms shall be deemed a material breach of these Terms and may violate copyright, trademark and/or other laws.

Third Party Intellectual Property. Notwithstanding anything to the contrary in these Terms, the Services and Content may include software components provided by Iterify or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern the usage of such software components, as applicable.

Limited License to You. These Terms grant users a limited and non-exclusive right to use the Services, including all Content thereon. Except as indicated otherwise herein or in any additional terms or conditions, you may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or otherwise exploit any of the Content on our Services, except as follows:

Your device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your web browser for display enhancement purposes.

If we provide any so-called "social media" features as part of the Services, you may take such actions as are enabled by such features and are consistent with these Terms.

You must not:

Modify copies of any Content from the Services.

Use any illustrations, photographs, video or audio sequences or any graphics available through the Services separately from the accompanying text.



Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials available through the Services.

If you wish to make any use of Content other than that set out in this Section, please address your request to: [support@Iterify.com](mailto:support@Iterify.com).

**Third Party Services.** The Services may contain links to third-party websites (“Third-Party Websites”) and/or applications (“Third-Party Applications”). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies, if and as applicable) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Iterify. Iterify is not responsible for any Third-Party Websites or Third-Party Applications and shall not be liable with respect to any use thereof. Iterify provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant or make any representations with respect to Third-Party Websites or Third-Party Applications or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Services, these Terms and any of our other policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

**Links to our Services.** You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Services for noncommercial purposes, provided that such link does not portray Iterify or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and does not imply that Iterify is affiliated with or supports or endorses any product or service, and provided further that the linking site does not contain any adult or illegal material or any material that may be deemed, in Iterify’s sole discretion, offensive, harassing or otherwise objectionable. This limited right may be revoked or modified by us at any time, for any reason. You may not use a logo or other proprietary graphic or intellectual property of Iterify to link to the Services or Content without our express written permission. Further, you may not use, frame or utilize framing

techniques to enclose any Iterify trademark, logo or other proprietary information, including the images found on the Services, the content of any text or the layout or design of any page, or form contained on a page, on the Services without our express written permission.

Trademark. The Iterify logo and any Iterify product or service names, logos or slogans that may appear on the Services are trademarks of Iterify or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior express written permission. You may not use any so-called “metatags” or other “hidden text” utilizing “Iterify” or any other name, trademark or product or service name of Iterify or our affiliates without our prior written permission. In addition, the look and feel of the Services and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Iterify and/or its affiliates, and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Iterify names or logos mentioned on the Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Iterify.

## **7. Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Iterify, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, Creators, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Iterify Parties”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations,

penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Services, (b) any Feedback (as defined below) you provide, (c) your violation of these Terms or applicable laws, and/or (d) your violation of any right(s) of any third party. You agree to promptly notify Iterify of any Claim(s) and shall cooperate fully with the Iterify Parties in defending such Claims. You further agree that the Iterify Parties shall have control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN ANY WRITTEN AGREEMENT(S) BETWEEN YOU AND Iterify.

## **8. Feedback**

We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

## **10. Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY Iterify, THE SERVICES, CONTENT CONTAINED THEREIN, AND ANY DIGITAL ASSET(S) LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. Iterify (AND ITS AFFILIATE(S), LICENSOR(S) AND/OR OTHER BUSINESS ASSOCIATE(S)) MAKE NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL OR SAFE. Iterify DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES OR CONTENT CONTAINED THEREIN. Iterify DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE SERVICES. WHILE Iterify ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT SAFE, Iterify CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, CONTENT OR OUR SERVERS IS/ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF ANY DIGITAL ASSETS OR NFT CONTENT, WHETHER IN CONNECTION WITH YOUR DIGITAL WALLET OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS, PRIVATE KEYS OR SEED PHRASES, INCORRECTLY CONSTRUCTED TRANSACTIONS OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED

WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES OR ANY DIGITAL ASSET(S).

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

Iterify is not responsible for any losses due to vulnerability or any kind of failure, abnormal behavior of any software (e.g., wallet, NFTS, "smart contract," etc.), blockchain(s) or any other feature(s) of the Services. Iterify is not responsible for losses due to any late reporting by Developers or representatives (or not reporting at all) of any issues with the blockchain(s) supporting any of the Digital Asset(s), including forks thereof, technical node issues or any other issues that result in any loss of funds.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by gross negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, SOLELY TO THE EXTENT SUCH EXCLUSION IS SO PROHIBITED BY APPLICABLE LAW.

# 11. Assumption of Risk

**Volatility.** The price and liquidity of blockchain-based assets, including Digital Asset(s) and NFTs, are extremely volatile and may be subject to fluctuations. Fluctuations in the price of other blockchain-based assets could materially and adversely affect Digital Asset(s). We cannot guarantee that purchasing any Digital Asset(s) will not result in the loss of money or other value.

**Taxes.** You are solely responsible for determining what, if any, taxes apply to your Digital Wallet(s). Neither Iterify nor any other Iterify Party is responsible for determining the taxes that apply to any Digital Wallet(s).

**Digital Assets / Cryptocurrency.** The Services involve and/or rely upon certain blockchain technology, including decentralized, distributed public ledger(s), which offer many benefits, but also presents certain inherent risks that you assume by using the Services, including without limitation, that:

A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of Digital Asset(s).

The value of Digital Assets and NFTs are highly volatile and you may suffer a total loss of the value of such assets from time to time.

The regulatory regime governing blockchain technologies, digital assets, cryptocurrencies and/or so-called “tokens” is uncertain, and new regulations or policies may adversely affect the development of the Services and/or the utility of Digital Asset(s).

# 12. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ITERIFY OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS OR DIRECTORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES,

INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF DIGITAL ASSETS, LOSS OF ACCESS TO ANY DIGITAL WALLET, OR ANY OTHER DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY CONTENT ON THE SERVICES OR ANY OTHER WEBSITES AND MOBILE APPLICATIONS OR ANY ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES AND MOBILE APPLICATIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT WILL ITERIFY'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, DIGITAL ASSETS OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY Iterify FROM YOU RELATED TO THE DIGITAL ASSETS THAT ARE THE SUBJECT OF THE APPLICABLE CLAIM.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM SHALL BE DEEMED PERMANENTLY WAIVED AND BARRED.

THIS SECTION DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY MINIMIZING OUR LIABILITY TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW.

# 13. Dispute Resolution

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully.

**Informal Process.** You agree that in the event of any dispute between you and Iterify, you will first contact Iterify and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

**Agreement to Arbitrate.** Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered in accordance with the Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be

The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

**Class Action Waiver.** Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case or to be a party to a class or representative action is waived, and that any claims must be decided individually, through arbitration.



Waiver of Jury Trial. If for any reason a claim proceeds in court rather than in arbitration, you and Iterify each waive any right to a jury trial.

## 14. Miscellaneous

Governing Law and Venue. These Terms, your access to and use of the Services and Content, and your participation in the Services, shall be governed by and construed and enforced in accordance with the laws of, without regard to conflict of law rules or principles, or any other jurisdiction that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in court.

Severability. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Waver. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Assignability. These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with Iterify's express written consent.

Notices. All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile

or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.