

## **Coinflow Labs™ Terms of Service**

**Last Updated: June 1, 2024**

**IMPORTANT NOTICE:** Please read these Terms carefully before using Coinflow, as they affect your legal rights and obligations. This agreement is subject to binding arbitration and a waiver of class action rights, as detailed in Section 22.

### **1. Preamble**

These Terms of Service (“Terms”) set forth the agreement between you, an individual user (“You”), and Coinflow Labs Limited (“Coinflow”), concerning Coinflow's provision of an interface (as defined herein) to facilitate the purchase of goods and services via blockchain merchants and NFT technology (“the Service”) through our website or app (collectively, the “Site”). These Terms govern your rights and responsibilities regarding your use of the Service.

### **2. The Service**

The Service is a software application provided by Coinflow that enables Users to (i) engage in transactions directly with Coinflow for the purchase of goods and services in exchange for fiat currency, in accordance with the Service's functionality (each transaction, a “Transaction”). Such Transactions may be facilitated through the Coinflow website or via a Coinflow plug-in or integration on a third-party platform. Additionally, Coinflow offers services for transferring digital assets from your self-custody wallet to your bank account through registered banking partners.

To utilize Coinflow Labs Limited's payment functionality, you must open a “Dwolla Account” provided by Dwolla, Inc. and accept Dwolla's Terms of Service and Privacy Policy. Any funds held in or transferred through your Dwolla Account are managed by Dwolla’s financial institution partners. You must be at least 18 years old to create a Dwolla Account. You authorize us to collect and share your personal information with Dwolla, including your full name, date of birth, social security number, physical address, email address, and financial information. You are responsible for the accuracy and completeness of this data.

You understand that you will access and manage your Dwolla Account through our application, and notifications from Dwolla will be sent via our platform, not directly from Dwolla. We will provide customer support for your Dwolla Account activity. You can reach us at [coinflow.cash, support@coinflowlabs.app](mailto:support@coinflowlabs.app), or +1 (224) 236-3806.

### **3. Relationship Between the Services and the Blockchain Protocol**

Coinflow provides an interface (the “Interface”) to a decentralized computational ruleset and a suite of services hosted on a public blockchain ledger, facilitating user interactions with goods and services. Coinflow is not a blockchain merchant and solely facilitates communication with merchants. Some functionalities or services offered through the Protocol may not be available

via the Interface or Site. Coinflow may implement restrictions or choose not to incorporate certain functionalities or services for various reasons, including concerns about legal liability or other factors at its sole discretion.

Your use of the Service may involve various digital assets and blockchain technology. For example, some contests allow for the granting and receiving of digital assets or “non-fungible tokens” (NFTs), whose ownership is recorded on a blockchain network. Participation in these aspects of the Service may require you to pay transaction fees associated with the underlying blockchain or distributed ledger service (“Blockchain Fees”). These fees are not imposed directly by Coinflow but are determined by your use of the Service and the underlying blockchain network, according to the rules established by that network’s community.

You acknowledge that Coinflow does not directly receive Blockchain Fees and agree that Blockchain Fees do not constitute consideration for your use of the Service or participation in any contest. Furthermore, you acknowledge that Coinflow has no control over Blockchain Fees (including, but not limited to, their applicability, payment methods, actual payments, amounts, transmission, and effectiveness) related to your use of the Service. Accordingly, Coinflow is not liable to you or any other party for any payment, refund, disbursement, indemnity, or any aspect related to your use or transmission of Blockchain Fees.

#### **4. Acceptance of Terms**

By accessing the Site and using any part of the Site or Service (including, without limitation, the Interface), you agree to be bound by these Terms. It is your responsibility to review these Terms regularly to determine whether they have changed. If you do not agree to all of the Terms, you may not access the Site or attempt to use our Services.

#### **5. Terms Represent Entire Agreement**

These Terms, which may be updated from time to time and which include the Privacy Policy incorporated by reference herein, constitute the entire agreement between you and Coinflow regarding the Site. These Terms supersede any prior agreements, whether oral or written, between you and Coinflow. To the extent there is any conflict between the language directly stated in these Terms and any provision of the Privacy Policy, the language directly written into these Terms shall have superseding effect. A provision of these Terms may only be waived by a written instrument executed by the party entitled to the benefit of such provisions. The failure of Coinflow to exercise or enforce any right or provision of these Terms will not constitute a waiver of such, or any other, right or provision.

#### **6. Modification of Terms**

Coinflow reserves the right, at its sole discretion, to modify or replace the existing Terms at any time. Each time we modify or replace the Terms, we will note the date of the most recent update at the top of this document. Should any change in Terms occur, you shall be responsible for reviewing and becoming familiar with any such modifications. Your continued use of the

Coinflow Site and Service upon any change or modification of the Terms constitutes your constructive acknowledgment and acceptance of these modifications. If you do not agree to any modifications we may make to the Terms from time to time, your only recourse is to discontinue your use of our Site and Services.

## **7. User Eligibility**

By using our Site or Service, you represent and warrant that you are a natural person (corporate entities and similar organizations are not eligible to use the Coinflow Service) and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms and to abide by and comply with these Terms.

Further, you represent and warrant that:

- i) You are of the age of majority in your jurisdiction of residence (this is at least 18 in most states of operation). Age verification may be required.
- ii) You are not a citizen or resident of a prohibited country for the type of service in which you are participating.
- iii) You are not a person identified as a “Specially Designated National” by the United States Office of Foreign Asset Control (“OFAC”), your participation in the Service will not violate any rule or law enforced by OFAC, and your participation in the Service will not violate any other applicable law or rule enforced by any other governmental authority of competent jurisdiction (failure to meet any of these requirements will result in you being classified as a “Prohibited Person”).
- iv) You will establish only one account to participate in the Service offered on the Coinflow Site, and only you will operate the account.
- v) You will abide at all times by these Terms and any other agreements between you and Coinflow.

If any of the above representations and warranties are not met, in addition to any other rights and remedies available under law or equity, Coinflow reserves the right to suspend or terminate your account or access to the Service.

Further, if Coinflow discovers that you have opened more than one account, in addition to any other rights that Coinflow may have, Coinflow reserves the right to suspend or terminate any or all of your accounts.

## 8. USER CONDUCT

As a condition of your use of the Site and Service, you agree not to engage in any unlawful activities or prohibited behaviors outlined in these Terms. You further agree not to:

- Abuse, harass, impersonate, intimidate, or threaten Coinflow, other users, or community members.
- Use the Site for unauthorized purposes or in violation of applicable laws, including intellectual property laws.
- Solicit passwords, account details, or personal information from Contest participants.
- Exploit, harm, or attempt to exploit minors, including exposing them to inappropriate content or soliciting personal information.
- Deceive or defraud any individual, including providing false or misleading information with the intent to unlawfully obtain another's property.
- Submit any User Content that you know or should know to be false, deceptive, or fraudulent.
- Introduce malicious software such as viruses or worms to the Site or any underlying technologies.
- Launch denial-of-service attacks against the Site or Service.
- Send unsolicited communications ("Spam") to other users.
- Encourage third parties to engage in prohibited activities.
- Interfere with the intended operation of the Site or Service.

Additionally, you agree not to submit comments related to affiliate programs, multi-level marketing schemes, or other off-topic content. You must not upload material containing software viruses or any code designed to disrupt or limit the functionality of software or hardware.

You also agree not to:

1. Impose an unreasonable load on our infrastructure.
2. Interfere with Site operations.
3. Bypass any access restrictions set by Coinflow.

Violations may result in the removal of your content and revocation of access to the Service. Coinflow reserves the right to remove any User Content and terminate accounts for any reason, including claims from third parties or authorities. Any attempts to undermine the legitimate operation of our Services may lead to legal action, and Coinflow may seek damages to the fullest extent permitted by law. You further consent to the entry of an injunction against you to prevent such actions, without the necessity for Coinflow to post a bond.

To report abuse or violations of these Terms, please contact us at [support@coinflowlabs.app](mailto:support@coinflowlabs.app).

## 9. USER CONTENT

You acknowledge that all content created or posted by users ("User Content") on the Site or Service is the sole responsibility of the originator of that content. You are fully responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available on the Site. Coinflow is not liable for any User Content you make available.

You represent that you will not use the Site or Service to post or share any User Content that is:

- Infringing, libelous, defamatory, abusive, offensive, obscene, pornographic, vulgar, or otherwise unlawful.
- In violation of the intellectual property rights of Coinflow, its users, or any third party.

You agree to defend, indemnify, and hold harmless Coinflow and its affiliates from any claims or damages arising from your breach of these obligations.

Coinflow may pre-screen User Content but is not obligated to do so. Coinflow reserves the right to remove any User Content that violates these Terms or is deemed objectionable at its discretion. You acknowledge that you may encounter User Content you find offensive and agree to bear the risks associated with such content.

By submitting User Content, you grant Coinflow a perpetual, irrevocable, fully sublicensable, and transferable, worldwide, royalty-free license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and display such User Content, and to incorporate it into other works.

You are solely responsible for your interactions with other users, and while Coinflow reserves the right to monitor disputes, it has no obligation to do so.

## 10. ACCOUNT PASSWORD AND SECURITY

To access certain parts of the Site, you may need to register, which may involve using specific Web3 capabilities, such as a digital asset wallet compatible with your web browser or a blockchain node ("Web3 Utilities"). You might also need to provide a valid email address along with a username and password for your account (collectively referred to as "Account Information"). You are responsible for keeping your Account Information confidential and are fully accountable for all activities conducted under your username and password, whether by you or by others.

If you use Web3 Utilities to access the Site or the Interface, you must only operate such utilities with private keys that you have created or that you have received explicit permission to use from the creator of those keys. You agree that your Account Information is personal to you and you will not share it with anyone. Additionally, you will not take steps to hide your identity, location, or demographic details. It is important to exercise caution when accessing the Site from a public or shared computer to prevent others from viewing or recording your password, private key, or other Account Information. Any Account Information you provide to interact with the Site or

Service, including through the Interface, is governed by our Privacy Policy, and you consent to our actions regarding your Account Information as described in that policy.

If you access the Site, Service, or Interface via a Web3 Utility that requires a username, password, private key, or any other sensitive information as part of its security protocols, you must treat this information as strictly confidential and refrain from disclosing it to any third party. You also agree to ensure that you lock or prevent unauthorized access to your Web3 Utility after each use. If you suspect that your private key has been compromised, whether intentionally or unintentionally, you should transfer any assets associated with that key to a newly generated secure key and stop using the compromised key. Coinflow is not liable for any damages, claims, or complaints related to the loss or compromise of your private key.

If you provide inaccurate, outdated, or incomplete information, or if Coinflow has reasonable grounds to believe your information is inaccurate, outdated, or incomplete, Coinflow may deny you access to certain areas of the Service at its discretion. We reserve the right to disable any identity associated with any Account Information, including Web3 Utilities (e.g., public addresses), or block any IP address from accessing the Site for any reason, including if we believe you have violated these Terms.

You agree to: (a) keep your Account Information confidential and not share it; (b) promptly notify Coinflow of any unauthorized use of your Account Information or any security breach; and (c) use only your Account Information to access Restricted Areas of the Site. If there is unauthorized use of your account, you will be responsible for any losses incurred by you, Coinflow, or others due to this unauthorized use.

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## **11. COMMUNICATIONS AND DISCLOSURES**

As a result of your registration for the Service (if applicable), you may receive certain commercial communications from Coinflow. You understand and agree that these communications are part of your registration, and you may opt out of receiving them at any time by using the unsubscribe option or by emailing [support@coinflowlabs.app](mailto:support@coinflowlabs.app). Please note that even if you unsubscribe from commercial communications, you will still receive transactional messages from Coinflow. These messages may include information related to your participation or role as an Organizer in a Contest, such as entry confirmations, outcomes of Contests, or your wins or losses.

You acknowledge, consent, and agree that Coinflow may access, preserve, and disclose your Account Information and content when required by law or in good faith belief that such access, preservation, or disclosure is necessary: (i) to comply with legal processes; (ii) to enforce these Terms; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your customer service requests; or (v) to protect the rights, property, or personal safety of Coinflow, its owners, employees, agents, successors and assigns, its users, and the public.

## **12. TECHNICAL MALFUNCTIONS**

You agree that Coinflow and its owners, shareholders, employees, and affiliates are not responsible for:

- Incorrect, invalid, or inaccurate entry information.
- Human errors or technical malfunctions, including failures due to public utility or telephone outages.
- Omissions, interruptions, latency, deletions, or defects of any telephone system or network, computer systems, data, or software, including those that prevent participation in the Service.
- Any injury or damage to your or others' computer equipment resulting from participation in the Service.
- Inability to access the Site or any Coinflow web pages.
- Theft, tampering, destruction, or unauthorized access to entries or images.
- Late, incorrect, incomplete, or lost data due to electronic malfunctions or traffic congestion.

If the Service cannot run as planned due to any reason—including corruption of the Site or Service, or technical issues—Coinflow reserves the right to disqualify individuals from access or use of the Service or the Interface. Coinflow may also cancel, terminate, extend, modify, or suspend the Service at its discretion. If such actions occur, notifications will be posted on the Coinflow Site.

Coinflow assumes no responsibility for data loss due to server overload, regardless of whether the loss is temporary or permanent.

Coinflow's failure to comply with any provision of these Terms due to events beyond its control—such as natural disasters, war, terrorism, pandemics, or government actions—will not be considered a breach of these Terms.

## **13. INDEMNITY**

By using the Coinflow Service or purchasing goods or services through the Interface, you agree to indemnify, defend, release, and hold harmless Coinflow and its subsidiaries, affiliates, and agents, as well as their officers, directors, owners, employees, shareholders, and representatives, from any and all liabilities, claims, or actions. This includes but is not limited to injuries, damages, or losses to persons and property related to your use of the Site, participation in the Service, or receipt, ownership, use, or misuse of any goods or services. You also agree to cover claims related to publicity rights, defamation, or invasion of privacy.

## **14. NO WARRANTIES**

To the fullest extent permitted by applicable law, Coinflow disclaims all warranties—statutory, express, or implied— including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of proprietary rights.

You acknowledge and agree that your use of the Service, Content, Interface, and Site is at your own risk. The Site and Service are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied. Coinflow has no control over, and no obligation to take action regarding:

- Which users gain access to the Site.
- The operation and functioning of the Protocol.
- The effects of the Content or Protocol on you.
- Your interpretation or use of the Content.
- Actions you may take as a result of exposure to the Content or interaction with the Protocol.

You release Coinflow from all liability for any Content you acquire or do not acquire through the Service or the Site. The Site may contain or direct you to sites with information that some may find offensive or inappropriate. Coinflow makes no representations about the accuracy, copyright compliance, legality, or decency of any material contained in or accessed through the Site.

Any material downloaded or obtained through the use of the Site or Service is done at your own risk. You are solely responsible for any damage to your computer system or loss of data that results from downloading or using such material.

If you are a California resident, you expressly waive the benefits of California Civil Code § 1542, which states: "[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.

## **15. LIMITATION ON LIABILITY**

You understand and agree that, under no circumstances, and under no legal theory, shall Coinflow be liable to you for any indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if Coinflow had been advised of the possibility of such damages), resulting from:

1. The use or the inability to use the Site;



2. Unauthorized access to or alteration of your transmissions or data;
3. Statements or conduct of any third party on the Service; or
4. Any other matter relating to the Site.

Notwithstanding anything to the contrary contained herein, Coinflow's liability to you for any cause whatsoever and regardless of the form of the action will at all times be limited to the amount paid, if any, by you to Coinflow for general use of the Site during the preceding six (6) months. This limitation on liability shall extend to the fullest extent permissible pursuant to applicable laws.

## **16. OUR PROPRIETARY RIGHTS**

All title, ownership, and intellectual property rights in and to the Site and Service are owned by Coinflow or its licensors. You acknowledge and agree that the Site contains proprietary and confidential information protected by applicable intellectual property and other laws. Except as expressly authorized by Coinflow, you agree not to modify, rent, lease, loan, sell, publicly display, distribute, or create derivative works based on the Site or Service, in whole or in part.

## **17. LINKS TO THIRD PARTY SITES**

The Site provides, or third parties may provide, links to third-party sites or resources, including, but not limited to, third-party advertisers or resources related to the Protocol or related blockchain technologies. Recognizing that Coinflow has no control over such sites and resources, you acknowledge and agree that Coinflow is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that Coinflow shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such site or resource. Your access to or use of any third-party sites shall be governed by the terms of use and privacy policies applicable to such sites. Access and use of third-party sites, including the information, materials, products, and services of third-party sites or available through third-party sites, is solely at your own risk.

## **18. TERMINATION**

Coinflow may terminate or suspend the Site and any and all Services, as well as your Coinflow account, immediately, without prior notice or liability, if you breach any of the Terms or if we have reason to believe that you are using the private contest feature of our platform to facilitate illegal gambling activity separate from our Site. Upon termination of your account or revocation of your access to the Site, your right to use the Site will immediately cease, and all rights under this contract shall cease, except for those deemed to survive termination under Section 35 of the Terms.

If you wish to terminate your Coinflow account, you may simply discontinue using the Site or contact us with a request to terminate your account. If you express your desire to permanently close your account, we will do so at any time (to the extent we are capable) for any reason; however, please be aware that any information stored by the Protocol or an underlying blockchain service may not be deleted by us or otherwise. Our retention of any account data following a termination request shall be subject to the provisions of our Privacy Policy. The best way to contact us about terminating your account is by emailing us at [support@coinflowlabs.app](mailto:support@coinflowlabs.app).

Additionally, if you are the parent or guardian of a minor who you believe has accessed our Site, we will close that account (to the extent we are capable) related to our Site and Service immediately. The best way to contact us about terminating such an account is by emailing us at [support@coinflowlabs.app](mailto:support@coinflowlabs.app).

## **19. NO THIRD PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. This means, among other things, that you agree, to the fullest extent permissible by law, that no third party shall have any rights to bring claims arising out of these Terms on your behalf or to claim for themselves rights that are afforded to you under this agreement.

## **20. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Coinflow may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you are a copyright owner, or an agent of a copyright owner, and believe that any content on our Site, Service, or Interface infringes upon your copyrights, you may submit notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated Copyright Agent with the following information in writing (see 17 USC 512(c)(3)):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, along with information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Coinflow's designated Copyright Agent to receive notifications of claimed infringement can be reached at:

**Copyright Agent**

Coinflow Labs Limited  
406 N Sangamon Street  
Chicago, IL 60642  
Email: [support@coinflowlabs.app](mailto:support@coinflowlabs.app)  
Phone: +1(224) 599-4799

## **21. CHOICE OF LAW**

Any claim against Coinflow, whether arising from contract, tort, or any other legal theory, will be governed exclusively by the laws of the State of California. Users cannot argue state law claims under any theory other than California law. This choice of law applies regardless of conflicting legal principles.

## **22. ARBITRATION AND CLASS ACTION WAIVER**

**Important: This section may affect your legal rights, including your right to sue in court.**

All disputes related to these Terms (except those specifically excluded below) will be settled by binding arbitration conducted by a single arbitrator from the American Arbitration Association (AAA). The arbitrator has the exclusive authority to resolve disputes regarding the interpretation, applicability, enforceability, or formation of these Terms, including claims that any part of these Terms is void or voidable.

**Types of disputes excluded from arbitration:**

1. Disputes concerning your or Coinflow's intellectual property rights.
2. Claims for injunctive relief.
3. Any dispute not eligible for arbitration under New York law.

All arbitration will take place within 50 miles of Chicago, IL. Each party agrees to arbitrate only in individual capacity and not as part of a class action or representative proceeding. If a court finds the class action waiver unenforceable, the arbitration provision will be void.

You can opt out of arbitration by sending written notice to [support@coinflowlabs.app](mailto:support@coinflowlabs.app) within 30 days of your first use of the Service. If you do not opt out, you will be bound by these arbitration provisions.

Coinflow will notify users of any changes to this section 30 days in advance. Changes will apply to claims arising after the 30 days.

## **23. FORUM SELECTION**

For disputes not subject to arbitration, you and Coinflow agree to submit to the exclusive jurisdiction of the federal and state courts located within 50 miles of Chicago, IL. You agree to accept service of process by mail or email and waive any jurisdictional or venue defenses.

## **24. WAIVER AND SEVERABILITY**

If Coinflow fails to enforce any right or provision of these Terms, it does not waive that right. If any provision is found invalid, the remaining provisions will continue in full force.

## **25. ASSIGNMENT**

You cannot transfer or assign these Terms or any rights under them, but Coinflow may assign them without restriction. Assignments made in violation of these Terms are void. No third party has rights to bring claims on your behalf.

## **26. NO AGENCY**

No partnership, joint venture, employment, or agency relationship exists between you and Coinflow. Submitting user content does not create any confidential or fiduciary relationship.

## **27. STATUTE OF LIMITATIONS**

Regardless of any law to the contrary, any claim arising from the use of the Site or these Terms must be filed within one year, or it will be barred.

## **28. HEADINGS**

Headings in these Terms are for convenience only and do not have legal effect.

## **29. SURVIVAL**

The following sections will survive termination of the Terms or your account, regardless of how it ends: Sections 5, 6, 7, 12, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and this Section 29.