



IDEAMARKET - TERMS AND CONDITIONS

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PLEASE FIND BELOW THE TERMS AND CONDITIONS GOVERNING THE IDEAMARKET OFFERINGS, INCLUDING:

- ACCESSING, DOWNLOADING OR USING ANY OF THE IDEAMARKET APPS;
- CREATING ANY IDEATOKEN ON THE IDEAMARKET APPS OR TRADING, BUYING, SELLING, TRANSFERRING OR RECEIVING ANY IDEATOKEN; OR
- USING, SENDING TOKENS TO, RECEIVING TOKENS FROM, SENDING MESSAGES TO OR OTHERWISE TRANSACTING WITH THE IDEAMARKET SMART CONTRACT SYSTEM; OR
- OTHERWISE UTILIZING OR RECEIVING ANY BENEFITS FROM THE OFFERINGS.

These terms and conditions (these “*Terms*”) have been established by Idea Markets Inc., a Delaware corporation (“*Ideamarket Corp.*”) to govern the Offerings. By engaging in or undertaking any of the aforementioned activities, you will be deemed to be a “*User*” who is legally bound by these Terms. Certain capitalized terms are defined in Section 1.8.

Please contact us at team@ideamarkets.org for any questions or issues.

1. DESCRIPTION AND PURPOSES OF IDEA MARKET

1.1 Overview. Ideamarket is a technology platform for incentivizing and aggregating crowdsourced support signals about the value of individual accounts (“*Accounts*”) on third-party social media and content creation platforms such as Twitter (“*Markets*”). Users can list Accounts (identified by the corresponding username or other unique identifying feature on the relevant Market) on Ideamarket. Each listed Account is represented on Ideamarket by a unique set of IdeaTokens, which are ERC20-compatible tokens stored and transacted in on Ethereum. Once an Account is listed, Users can signal their support for the Account by buying, selling, locking or performing other transactions with the IdeaTokens. The proceeds of IdeaToken sales (or a portion thereof) are deposited into a third-party smart contract system on Ethereum that pays “interest” or “yield” on such deposits, such as Compound Finance. The yield attributable to each Account (the “*Account Yield*”) can be claimed by the verified owner of the Account on the relevant Market (the “*Account Owner*”). Because the Account Owner can receive the Account Yield, the proceeds of IdeaToken purchases represent a market-curated endowment for the Account Owner, which can play a role similar to supporting a creator through subscription services like Patreon. Thus, the purchase of IdeaTokens is intended to represent a social signal expressing increased support for the Account, the sale of IdeaTokens is intended to represent a social signal expressing diminished support for the Account, the price of the IdeaToken on Ideamarket is intended to represent the

aggregate of all such buying and selling activity, and the market capitalization of such IdeaTokens is intended to represent a market-based valuation of the Account.

1.2 IdeaToken Transactions. Purchases and sales of IdeaTokens are effected through the IdeaMarketExchange, an Ethereum smart contract which prices IdeaTokens based on a “bonding curve” designed to algorithmically maintain a constant relationship between the circulating supply of the IdeaTokens representing a particular Account and the price at which such IdeaTokens can be bought from or sold to the IdeaMarketExchange. The price of IdeaTokens is denominated in, and must be paid to, the IdeaMarket Smart Contract System in, DAI. Each purchase or sale of an IdeaToken on Ideamarket is final, binding and non-refundable. Other than the Trading Fees to be paid to Ideamarket Corp and the Platform Fees to be held in escrow by Ideamarket Corp as set forth in Section 1.5, the DAI paid to acquire IdeaTokens is not received, held or controlled by Ideamarket Corp, but is received, controlled and held by the IdeaMarket Smart Contract System. IdeaTokens may also be bought, sold or traded outside of Ideamarket using any ERC20-compatible application or Ethereum smart contract; in such transactions, the IdeaMarketExchange bonding curve does not directly set the prices of IdeaTokens, but, under market conditions which permit relatively low-friction arbitrage by independent market participants, such external prices are expected to converge toward the bonding-curve-set price of the IdeaTokens on IdeaMarket.

1.3 Supported Markets. The Markets supported on Ideamarket are determined by Ideamarket Corp in its sole and absolute discretion and are set by calling a permissioned function (addMarket) in the IdeaToken Factory, to create the IdeaMarket data structure intended to represent the supported Market (a “**Supported Market**”). Each IdeaMarket is configured with various parameters selected by Ideamarket Corp, including values determining the slope of the bonding curve for IdeaTokens representing Accounts on the Supported Market, the Trading Fees and Platform Fees to be charged for transactions involving such IdeaTokens and the ability of Account . On the date these Terms were last updated, the sole supported Market is Twitter.

1.4 Supported Accounts & IdeaTokens. Any User can create an IdeaToken intended to represent an Account by calling the addToken function in the IdeaToken Factory. The support of IdeaTokens (“**Supported IdeaTokens**”) and Accounts (“**Supported Accounts**”) on the Ideamarket Apps is determined by Ideamarket Corp in its sole and absolute discretion. Supported IdeaTokens and Supported Accounts are listed on and can be transacted in through the IdeaMarket Apps. IdeaTokens which are not supported can still be created or transacted in by interacting directly with the IdeaMarket Smart Contract System through an Ethereum node or a third-party interface, but the IdeaMarket Apps will not display information relating to such IdeaTokens or provide an interface for transacting in such IdeaTokens. With respect to the IdeaMarket apps, Ideamarket Corp reserves the right, in its sole and absolute discretion, to: (a) refuse to support any Account; (b) refuse to support any IdeaToken or refuse to treat any IdeaToken as representing the indicated Account; (c) revoke support for (“**delist**”) any previously Supported IdeaToken or Supported Account. If Ideamarket Corp determines not to support a specific IdeaToken as representing an Account on the IdeaMarket Apps, and such Account is a Supported Account, Ideamarket may support a different IdeaToken as representing such Supported Account on the IdeaMarket Apps, regardless of which IdeaToken was created first.

1.5 Trading Fees and Platform Fees. Ideamarket charges trading fees (“**Trading Fees**”) and platform fees (“**Platform Fees**”) on purchases and sales of IdeaTokens through Ideamarket. These fees are set in IdeaTokenFactory and are charged regardless of whether the IdeaMarket Apps are used as the interface for buying and selling IdeaTokens. The amount and allocation of fees is determined in the sole and absolute discretion of Ideamarket Corp and can be changed at any time by calling permissioned functions in IdeaTokenFactory. Trading Fees are currently paid to Ideamarket Corp. Platform Fees are currently intended to be held in escrow by Ideamarket Corp and claimed by the owner/operator of each

Supported Market pursuant to policies and procedures to be established by Ideamarket Corp in the future. However, there can be no guarantee or assurance that that the Platform Fees will ultimately be claimed by the owners/operators of Supported Markets. In the event that Platform Fees for a Supported Market are not claimed by the owners/operators of the Supported Market within a reasonable amount of time or are claimed only on terms and conditions that are not reasonably satisfactory to Ideamarket Corp, Ideamarket Corp reserves the right to determine an alternative use of the Platform Fees, in its sole and absolute discretion, subject to applicable law. On the date these terms were last updated, the Trading Fee was 0.5% and the Platform Fee was 0.5% of the value of each IdeaToken transaction for all Supported Markets.

1.6 Account Yield. The proceeds of IdeaToken sales, *minus* the applicable Trading Fees and Platform Fees, may be deposited through the IdeaMarket Smart Contract System into third-party smart contract systems designed to pay interest or generate yield on deposited tokens. Such deposits, and the resulting interest or yields, are tracked on a per-Account-basis, such that the legitimate owner of a Supported Account who has claimed the Account through Ideamarket in accordance with its policies and procedures established for such purpose can receive the Account Yields as income. There can be no guarantee or assurance that the Account Yields will ultimately be claimed by the legitimate owner of the relevant Account. In the event that Account Yields are not claimed by the owners/operators of an Account within a reasonable amount of time or are claimed only on terms and conditions that are not reasonably satisfactory to IdeaMarket Corp, Ideamarket Corp reserves the right to determine an alternative use of the Account Yield, in its sole and absolute discretion, subject to applicable law. The third-party smart contract systems used to generate Account Yields (“**Supported Yield Systems**”) are selected at the sole and absolute discretion of Ideamarket Corp through the use of the dsPauseProxy by the proxyAdmin (a Gnosis multisignature contract controlled by or on behalf of personnel of Ideamarket Corp). The dsPauseProxy imposes a time delay on changes made by proxyAdmin to Ideamarket’s interfaces with Supported Yield Systems.

1.7 Locking IdeaTokens. IdeaTokens belonging to a User may, in the User’s discretion, be deposited into the IdeaTokenVault. Once deposited into the IdeaTokenVault, the deposited IdeaTokens are irrevocably locked for the duration parameter that was supplied to the IdeaTokenVault when its lock function was called. Locking IdeaTokens in the IdeaTokenVault does not pay interest, dividends or yields or entitle the depositor to any other award or benefit. The intended purpose of the IdeaTokenVault is to provide a convenient method for a User holding IdeaTokens to signal their long-term support of the Account by irrevocably locking their IdeaTokens in the IdeaTokenVault. Users are hereby advised that locking IdeaTokens in an IdeaTokenVault will make the IdeaTokens inaccessible for the duration of the lockup period; during the lockup period, market declines or failures could occur and the Users would be unable to sell or transfer their locked IdeaTokens. IdeaTokens could also become permanently locked and forfeited or stolen in the event of a bug or malfunction impacting the IdeaTokenVault. The IdeaTokenVault is upgradable through an administrative proxy controlled by the proxyAdmin, as described above in Section 1.6.

1.8 Certain Defined Terms.

(a) “**Ethereum**” means the Ethereum mainnet and the consensus blockchain for such mainnet (networkID:1, chainID:1) as recognized by the official Go Ethereum Client, or, if applicable, the network and blockchain generally recognized as the legitimate successor thereto.

(b) “**Ideamarket**” means the Ideamarket Apps and Ideamarket Smart Contract System, collectively.

(c) “**Ideamarket Apps**” means the consumer software applications created, operated and made publicly available by Ideamarket Corp. for transactions involving IdeaTokens and the

Ideamarket Smart Contract System. On the date these Terms were first published, the Ideamarket Apps consisted of the world wide web application hosted at <http://ideamarket.io/> (the “**Ideamarket Corp. Website**”).

(d) “**Ideamarket Community**” means all users of any Ideamarket App or smart contract within the Ideamarket Smart Contract System, all persons who buy, sell, hold or transact in IdeaMarket Tokens, all Supported Account owner/operators (regardless of whether such owner/operator has utilized Ideamarket or claimed their Account Yield), all Supported Market owner/operators (regardless of whether such owner/operator has utilized Ideamarket or claimed their Platform Fees) and Ideamarket Corp and its directors, officers, employees, representatives, agents, fiduciaries, stockholders, investors and affiliates.

(e) “**Ideamarket Smart Contract System**” means the runtime bytecodes (aka “smart contracts”) for creating, buying, selling, pricing, trading and transacting with IdeaTokens. On the date these Terms were first published, the Ideamarket Smart Contract System comprised the runtime bytecodes deployed to the following Ethereum network addresses:

- "dsPause": "0x4c6eba5860d63308A5221715d92202298D5052df",
- "dsPauseProxy": "0x2A09CD63015De5a26BE51595B17c0F800090e2C1",
- "proxyAdmin": "0xBe9c5DA3624A098c05Df874b6b7e357859341294",
- "interestManager": "0x744b2eaB08155963A5Eb225A8565639c5b947F6D",
- "interestManagerLogic": "0x6B7A41B5Bd86f19214a5a03e4C4a6Da76f347DaB",
- "ideaTokenExchange": "0xBe7e6a7cD3BEBc1776e64E988bd1518AA3Ad29A4",
- "ideaTokenExchangeLogic": "0x1fe1BB2Ebf5DC12D30CbD1bc8be0f819c2CEE3C3",
- "ideaTokenLogic": "0x5e2a18eb368a6466ABb693AdabbbBd32B4d87c65",
- "ideaTokenFactory": "0x4bC73348B49f8794FB8b4bDee17B1825e5805DBc",
- "ideaTokenFactoryLogic": "0x0F83a9F1e88E6889Cab40b1f29194ae0A3cc77D3",
- "twitterHandleNameVerifier": "0x902ed1D30212a3DaCC471FBbD8e421fa80c3d2B4",
- "substackNameVerifier": "0x8b5F5fa35f19cf769Cf6158835e3ec594b9DDb3A",
- "ideaTokenVault": "0xE4f2a4Df3722bE05AbcD49AB734D303b2bBBcD65",
- "ideaTokenVaultLogic": "0x993C88a08FAF53bee322Cc501619920d16e0b50D",
- "multiAction": "0xB41bd4C99dA73510d9e081C5FADBE7A27Ac1F814",
- "addMarketSpell": "0x58D63AeAd5B593B4974be0ef34AfbA77F144553d"

(f) “*IdeaMarkets*” means all MarketInfo structs stored in the IdeaToken Factory. On the IdeaMarket Apps, IdeaMarkets are intended to represent specific third-party account-based social media applications or platforms, such as Twitter.

(g) “*IdeaToken Factory*” means the runtime bytecode (aka “smart contract”) for creating and categorizing tokens intended to be listed, traded or otherwise used on the Ideamarket Apps (i.e., the IdeaTokens) and associating such tokens with specific third-party account-based social media applications or platforms (i.e., the IdeaMarkets). On the date of these Terms were last updated, the IdeaToken Factory is the runtime bytecode deployed to the account address 0x4bC73348B49f8794FB8b4bDee17B1825e5805DBc on Ethereum.

(h) “*IdeaTokens*” means ERC20-compatible Ethereum-based tokens minted through runtime bytecode (aka a “smart contract”) that has been deployed to Ethereum by calling the addToken function of the IdeaToken Factory (each such runtime bytecode, an “*IdeaToken Contract*”). In the IdeaToken Factory storage, each IdeaToken Contract and its IdeaTokens are associated with a single IdeaMarket. On the IdeaMarket Apps, IdeaTokens are intended to represent aggregated social curation signals about the social value of a single user account on the relevant third-party social media application or platform.

(i) “*Offerings*” means: (i) the Ideamarket, Ideamarket Apps and Ideamarket Smart Contract System and all components thereof and (ii) all products, services, information and software marketed, sold, made available, provided or licensed by Idea Markets on, through or with the Ideamarket, Ideamarket Apps and Ideamarket Smart Contract System Ideamarket or any component thereof.

2. CERTAIN GENERAL TERMS

2.1 User Responsible for Accounts / Addresses. Users are responsible for all matters relating to their accounts (if any) on the Ideamarket Apps or the blockchain accounts or addresses through which they interact with the Offerings, and for ensuring that all uses thereof comply fully with these Terms. Users are responsible for protecting the confidentiality of their login information and passwords (if applicable) for the Ideamarket Apps or the private keys controlling the relevant blockchain accounts or addresses through which they interact with the Offerings.

2.2 Ideamarket Corp. May Discontinue Offerings or Cease to Support Any Markets, Accounts or Tokens through the Offerings. Ideamarket Corp. shall have the right at any time to change or discontinue any or all aspects or features of the Offerings. Ideamarket Corp. may from time to time remove certain IdeaTokens from the Ideamarket Apps or restrict the creation of IdeaTokens on the Ideamarket Apps, in Ideamarket Corp.’s sole and absolute discretion, including in connection with any belief by Ideamarket Corp. that such IdeaToken violates these Terms or the terms and conditions or privacy policy of the Ideamarket Apps. Ideamarket Corp. does not commit and shall not be liable for any failure to support, display or offer or continue to support, display or offer any IdeaToken for trading through the Ideamarket Apps.

2.3 Ideamarket Corp. May Deny Access to or Use of the Offerings. Ideamarket Corp. reserves the right to terminate a User’s access to or use of any or all of the Offerings at any time, without or without notice, for violation of these Terms or for any other reason, or based on the discretion of Ideamarket Corp.. Ideamarket Corp. reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Ideamarket Corp.’s Company sole discretion. IdeaTokens or other materials uploaded to the Offerings may be subject to limitations on usage, reproduction and/or dissemination; Users are responsible for adhering to such

limitations if you acquire a IdeaToken. Users must always use caution when giving out any personally identifiable information through any of the Offerings. Ideamarket Corp. does not control or endorse the content, messages or information found in any Offerings and Ideamarket Corp. specifically disclaims any liability with regard to the Offerings and any actions resulting from any User's participation in any Offerings.

2.4 Ideamarket May Lose Access to the Markets. Ideamarket merely represents information about the Markets, and does not have a legal, commercial or other relationship with any owners or operators of the Markets, or any owners/operators of any Accounts, and is not endorsed or authorized by the Markets. The owners/operators of Markets or the owners/operators of any Accounts may seek to limit Ideamarket's use of their information or APIs or seek to restrain the creation of IdeaTokens by Users without the permission of the corresponding Account owner/operator. As a result of the foregoing, IdeaTokens could lose value or Ideamarket may lose certain features, information or functionality.

2.5 Monitoring. Ideamarket Corp. shall have the right, but not the obligation, to monitor the content of the Offerings, to determine compliance with these Terms and any operating rules established by Ideamarket Corp. and to satisfy any law, regulation or authorized government request. Ideamarket Corp. shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted through the Offerings. Without limiting the foregoing, Ideamarket Corp. shall have the right to remove any material that Ideamarket Corp., in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable

2.6 Copyright Notice. "Ideamarket" and its logos are trademarks of Ideamarket Corp.. All rights reserved. All other trademarks appearing in the Offerings are the property of their respective owners.

2.7 Privacy Policy. To access the Offerings, a User must explicitly consent to Ideamarket Corp.'s privacy and data security practices.

3. THE IDEAMARKET SMART CONTRACT SYSTEM AND IDEAMARKET APPS

3.1 Nature of Ideamarket Smart Contract System. The Ideamarket Smart Contract System is a public software utility deployed on Ethereum, which is accessible directly through any Ethereum node or indirectly through any compatible Ethereum "wallet" application which interacts with such a node. Through the Ideamarket Smart Contract System, any person may create, buy, sell and transfer IdeaTokens.

3.2 Relationship of Ideamarket Smart Contract System and Ideamarket Apps. Interacting with the Ideamarket Smart Contract System does not require use of the Ideamarket Apps, but the Ideamarket Apps provide a potentially more convenient and user-friendly method of reading and displaying data (including IdeaToken Metadata) from the Ideamarket Smart Contract System and generating standard transaction messages compatible with the Ideamarket Smart Contract System. Interacting with the Ideamarket Smart Contract System through the Ideamarket Apps requires use of an independent, User-operated Ethereum wallet application through which the user may broadcast the transaction message to Ethereum for processing by Ethereum nodes. The Ideamarket Apps may be used to generate standard transaction messages for interacting with the Ideamarket Smart Contract System and transmitting those messages to the wallet application. Through the wallet application, a User may broadcast the transaction message to Ethereum for processing by Ethereum nodes. Assuming normal operation of the wallet and the relevant Ethereum nodes, the Ethereum nodes should utilize such transaction messages to make function calls against the relevant runtime bytecode and ultimately include

the results of such computations in an Ethereum transaction block, thus effectuating an interaction with the Ideamarket Smart Contract System.

3.3 License to Use Ideamarket. Each User, subject to and conditioned upon such User's acceptance of and adherence to these Terms, is hereby granted a nontransferable, personal, non-sub-licensable license to use the Ideamarket Smart Contract System and Ideamarket Apps for their intended purposes as set forth in these Terms.

3.4 Alterations to Ideamarket Smart Contract System. Ideamarket Corp. may from time to time alter the list of smart contracts which are included in the Ideamarket Smart Contract System by adding or removing runtime bytecode addresses from the official list of smart contracts supported by the Ideamarket Apps, including pursuant to upgrades, forks, security incident responses or chain migrations. In the event any runtime bytecode is removed from the Ideamarket Smart Contract System, users would no longer be able to interact with or read the data that is associated such runtime bytecode through the Ideamarket Apps. It is intended (though cannot be guaranteed) that Users would continue to be able to interact with such runtime bytecode directly through any Ethereum node or indirectly through any compatible Ethereum wallet application, but such interactions may require technical expertise beyond those of most Users.

3.5 Content. Ideamarket Corp. makes no representations or warranties as to the quality, origin, or ownership of any content found in the Offerings. Ideamarket Corp. shall not be liable for any errors, misrepresentations, or omissions in, of, and about, the content, nor for the availability of the content. Ideamarket Corp. shall not be liable for any losses, injuries, or damages from the purchase, inability to purchase, display, or use of content.

3.6 DMCA Notices for Claims of Copyright Infringement.

(a) Takedown Requests. Ideamarket Corp. will respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. If a User or other person believes that their intellectual property rights have been infringed, please notify us immediately. For Ideamarket Corp. to respond, the complaint must provide the following information:

(i) a physical or electronic signature of the copyright owner or of a person authorized to act on behalf of the copyright owner;

(ii) a clear identification of the copyrighted work that is claimed to be infringing;

(iii) identification of the online material that is claimed to be infringing, including, if possible, a URL representing a link to the material on the Ideamarket Corp. Website;

(iv) information sufficient to permit Ideamarket Corp. to contact the complainant, such as email address, physical address, and/or telephone number;

(v) a statement that the complainant has a good-faith belief that the relevant material is being used in a way that is not authorized by the copyright owner, its agent, or under the law; and

(vi) a statement, made under penalty of perjury, that the above information is accurate, and the complainant is the copyright owner or is authorized to act on behalf of the copyright owner.

(b) Submission of Takedown Requests. Users may submit their takedown requests using the following contact information:

Ideamarket Corp., Inc.
23444 Thornewood Dr
Newhall, CA 91321

Email: team+dmca@ideamarkets.org

(c) DMCA Counter-Notices. If a User believes that a User's material has been removed by mistake or misidentification, the User may provide Ideamarket Corp. with a written counter-notification containing the following information:

- (i) the User's name, address, telephone number, and email address;
- (ii) a description of the material that was removed, along with the URL where the content was posted in the Offerings prior to its removal;
- (iii) the following statement: "I swear, UNDER PENALTY OF PERJURY, that I have a good-faith belief that the material was removed or disabled due to a mistake or misidentification of the material to be removed or disabled";
- (iv) a statement that the User consents to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if the User's address is outside of the United States, any jurisdiction in which the User may be properly served, and that the User will accept service of process from the person (or their agent) who filed the original DMCA notice; and
- (v) the User's electronic or physical signature.

Upon receipt of a valid counter notification, Ideamarket Corp. will forward it to the party who submitted the original DMCA notification. The original party (or their representative) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Ideamarket Corp. does not receive any such notification within 10 days, Ideamarket Corp. may restore the material to the Offerings.

(d) Repeat Infringers. Ideamarket Corp. reserves the right to terminate the accounts or block usage of the Offerings of any party who is a repeat infringer or who is repeatedly charged with infringement.

4. FEES, COMMISSIONS, ROYALTIES AND OTHER CHARGES

4.1 Fees. Creating, buying, selling or transferring IdeaTokens may be subject to fees, commissions, royalties and other charges ("**Fees**") established from time to time in the sole discretion of Ideamarket Corp., a IdeaToken creator or participants in the Ethereum ecosystem. On the date of initial publication of these Terms, Fees include: (a) the Trading Fees and Platform Fees described in Section 1.5; and (b) "gas" (fees paid to Ethereum miners in ETH through Users' independent wallet applications as consideration for mining the Users' transactions). Trading Fees and Platform Fees may be adjusted from time to time in the sole discretion of Ideamarket Corp. "Gas" fees are set by the User through the User's independent Ethereum wallet application, based on the market conditions on Ethereum.

4.2 Forms of Payment. Fees may be paid or payable solely in the manner determined in the sole discretion of Ideamarket Corp.. On the date of initial publication of these Terms, all Fees must be paid in DAI to the Ideamarket Smart Contract System.

4.3 Finality; No Refunds. All transactions involving the Offering are final. All Fees relating are non-refundable except at the discretion of Ideamarket Corp. or applicable third parties.

5. ACCEPTABLE & PROHIBITED USES OF THE OFFERINGS

5.1 Acceptable Uses. Ideamarket and other Offerings are reserved exclusively for the intended uses described in Section 1 of these Terms, including supporting the efforts of the legitimate owners/operators of Supported Accounts on Supported Markets (the “*Permitted Uses*”).

5.2 Prohibited Uses. Users and other members of the Ideamarket Community must not, directly or indirectly:

(a) employ any device, scheme or artifice to defraud, or otherwise materially mislead, Ideamarket Corp. or any member of the Ideamarket Community, including by impersonating or assuming any false identity;

(b) engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon the Ideamarket Corp. or any member of the Ideamarket Community;

(c) violate, breach or fail to comply with any applicable provision of these Terms or any other terms of service, privacy policy, trading policy or other contract governing the use of any the Offerings, Markets, Accounts or IdeaTokens;

(d) use the Offerings by or on behalf of a competitor of the Ideamarket Corp. or competing platform or service for the purpose of interfering with the Offerings to obtain a competitive advantage;

(e) engage or attempt to engage in or assist any hack of or attack on the Ideamarket Apps, Ideamarket Smart Contract System or any member of the Ideamarket Community, including any “sybil attack”, “DoS attack” or “griefing attack” or theft of IdeaTokens, Platform Fees, Account Yield or other funds, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property or interfere with the Offerings;

(f) create, buy, sell or use any IdeaToken that infringes or in a manner infringing the copyright, trademark, patent, trade secret or other intellectual property or other proprietary rights of others, or upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws (including, copyright or trademark laws) or rights of privacy or publicity unless the applicable User owns or controls the rights thereto or has received all necessary consent to do the same;

(g) commit any violation of applicable laws, rules or regulations;

(h) use the Offerings in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);

(i) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of any other person;

(j) publish, post, distribute or disseminate any profane, obscene, pornographic indecent or unlawful content, pictures, topic, name, material or information;

(k) engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:

(i) trading a IdeaToken at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such IdeaToken, unduly or improperly influencing the market price for such IdeaToken or establishing a price which does not reflect the true state of the market in such IdeaToken;

(ii) for the purpose of creating or inducing a false or misleading appearance of activity in a IdeaToken or creating or inducing a false or misleading appearance with respect to the market in a IdeaToken:

(A) executing or causing the execution of any transaction in a IdeaToken which involves no material change in the beneficial ownership thereof; or

(B) entering any order for the purchase or sale of a IdeaToken with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such IdeaToken, has been or will be entered by or for the same or different parties; or

(iii) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a IdeaToken;

(l) utilize the Offerings to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;

(m) utilize the Offerings to buy, sell or advertise personal, professional or business services;

(n) utilize the Offerings to engage in token-based or other financings of a business, enterprise, venture, DAO, software development project or other initiative, including ICOs, DAICOs, IEOs, “yield farming” or other token-based fundraising events;

(o) engage in any conduct that would cause the Offerings, including any IdeaTokens, to be classified as regulated financial products such as securities or swaps; or

(p) utilize the Offerings primarily as a general-purpose communications or messaging or social networking platform.

The foregoing matters are referred to herein as “*Prohibited Uses*”.

6. REPRESENTATIONS AND WARRANTIES OF USERS

Each User hereby represents and warrants to Ideamarket Corp. that the following statements and information are accurate and complete at all relevant times. In the event that any such statement or information becomes untrue as to a User, User shall immediately divest and cease using all IdeaTokens and cease accessing and using all other Offerings.

6.1 Status. If User is an individual, User is of legal age in the jurisdiction in which User resides (and in any event is older than thirteen years of age) and is of sound mind. If User is a business entity, User is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and has all requisite power and authority for a business entity of its type to carry on its business as now conducted.

6.2 Power and Authority. User has all requisite capacity, power and authority to accept the terms and conditions of these Terms and to carry out and perform its obligations under these Terms. These Terms constitutes a legal, valid and binding obligation of User enforceable against User in accordance with its terms.

6.3 No Conflict; Compliance with law. User agreeing to these Term and buying, selling holding, using or receiving IdeaTokens does not constitute, and would not reasonably be expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any law applicable to User, or contract or agreement to which User is a party or by which User is bound.

6.4 Absence of Sanctions. User is not, (and, if User is an entity, User is not owned or controlled by any other person who is), and is not acting on behalf of any other person who is, identified on any list of prohibited parties under any law or by any nation or government, state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government such as the lists maintained by the United Nations Security Council, the U.S. government (including the U.S. Treasury Department's Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union (EU) or its member states, and the government of a User home country. User is not, (and, if User is an entity, User is not owned or controlled by any other person who is), and is not acting on behalf of any other person who is, located, ordinarily resident, organized, established, or domiciled in Cuba, Iran, North Korea, Sudan, Syria, the Crimea region (including Sevastopol) or any other country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. The tokens or other funds a User use to participate in the Ideamarket or acquire IdeaTokens are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law.

6.5 No Claim, Loan, Ownership Interest or Investment Purpose. User understands and agrees that the User's purchase, sale, holding, receipt and use of IdeaTokens and the other Offerings does not: (a) represent or constitute a loan or a contribution of capital to, or other investment in Ideamarket Corp. or any business or venture; (b) provide User with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in, Ideamarket Corp. or any other business or venture; and (c) create or imply or entitle User to the benefits of any fiduciary or other agency relationship between Ideamarket Corp. or any of its directors, officers, employees, agents or affiliates, on the on hand, and User, on the other hand. User is not entering into these Terms or buying, selling, holding receiving or using IdeaTokens for the purpose of making an investment with respect to Ideamarket Corp. or its securities, but solely wishes to use the Ideamarket for its intended purposes. User understands and agrees that Ideamarket Corp. will not accept or take custody over any IdeaTokens, cryptocurrencies or other assets of User and has no responsibility or control over the foregoing.

6.6 Non-Reliance. User is knowledgeable, experienced and sophisticated in using and evaluating blockchain and related technologies and assets, including Ethereum, ERC20 tokens, yield-generating smart contract systems, automated market making smart contract systems, bonding curve systems and “smart contracts” (runtime bytecode deployed to Ethereum or another blockchain). User has conducted its own thorough independent investigation and analysis of the Ideamarket, IdeaTokens and the other matters contemplated by these Terms, and has not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of Ideamarket Corp. in connection therewith, except as expressly set forth by Ideamarket Corp. in these Terms.

7. RISKS, DISCLAIMERS AND LIMITATIONS OF LIABILITY.

7.1 No Consequential, Incidental or Punitive Damages. Notwithstanding anything to the contrary contained in these Terms, Ideamarket Corp. shall not be liable to any person, whether in contract, tort (including pursuant to any cause of action alleging negligence), warranty or otherwise, for special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to these Terms, whether or not Ideamarket Corp. has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

7.2 Limitation of Liability. Ideamarket Corp.’s liability for damages to each User shall in all cases be limited to, and under no circumstances shall exceed, Ideamarket Corp.’s service fees actually received by Ideamarket Corp. from such User.

7.3 Disclaimer of Representations. The Offerings are being provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, Ideamarket Corp. is not making, and hereby disclaims, any and all information, statements, omissions, representations and warranties, express or implied, written or oral, equitable, legal or statutory, in connection with the Offerings and the other matters contemplated by these Terms, including any representations or warranties of title, non-infringement, merchantability, usage, security, uptime, reliability, suitability or fitness for any particular purpose, workmanship or technical quality of any code or software used in or relating to the Offerings. User acknowledges and agrees that use of the Offerings is at the User’s own risk.

7.4 No Responsibility for IdeaTokens; No Guarantee of Uniqueness or IP. Ideamarket Corp. has no responsibility for the IdeaTokens created or traded by Users on the Ideamarket. Ideamarket Corp. does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any IdeaToken created or traded by Users on the Ideamarket.

7.5 No Professional Advice or Liability. All information provided by or on behalf of Ideamarket Corp. is for informational purposes only and should not be construed as professional, accounting or legal advice. Users should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of Ideamarket Corp.. Before Users make any financial, legal, or other decisions involving the Offerings, Users should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate.

7.6 Limited Survival Period for Claims. Any claim or cause of action a User may have or acquire in connection with the Offerings or any of the other matters contemplated by these Terms shall survive for the shorter of, and may be brought against Ideamarket Corp. solely prior to: (a) the expiration of the statute of limitations applicable thereto; and (b) the date that is six months after the date on which the facts and circumstances giving rise to such claim or cause of action first arose.

7.7 Third-Party Offerings and Content. References, links or referrals to or connections with or reliance on third-party resources, products, services or content, including smart contracts developed or operated by third parties, may be provided to Users in connection with the Offerings. In addition, third parties may offer promotions related to the Offerings. Ideamarket Corp. does not endorse or assume any responsibility for any activities of or resources, products, services, content or promotions owned, controlled, operated or sponsored by third parties. If Users access any such resources, products, services or content or participate in any such promotions, Users do so solely at their own risk. Each User hereby expressly waives and releases Ideamarket Corp. from all liability arising from User’s use of any such resources, products, services or content or participation in any such promotions. User further acknowledges and agrees that Ideamarket Corp. 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 use of or reliance on any such resources, products, services, content or promotions from third parties.

7.8 Certain Uses and Risks of Blockchain Technology.

(a) Use of Blockchain Technology. Ideamarket Corp. utilizes experimental cryptographic technologies and blockchain technologies, including tokens, cryptocurrencies, stablecoins, “smart contracts,” consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems in performing the Offerings. Each User acknowledges and agrees that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto.

(b) Certain Risks of Blockchain Technology. The technology utilized in delivering the Offerings depends on public peer-to-peer networks such as Ethereum that are not under the control or influence of Ideamarket Corp. and are subject to many risks and uncertainties. Such technologies include the Ideamarket Smart Contract System, which Ideamarket Corp. may have limited or no ability to change, other than ceasing to support certain “smart contracts” and adding support for new “smart contracts”. Users are solely responsible for the safekeeping of the private key associated with the blockchain address used to participate in the Offerings. Ideamarket Corp. will not be able to restore or issue any refund in respect of any IdeaTokens due to lost private keys. If a User are not able to spend or use an IdeaToken due to loss or theft of the corresponding private key or otherwise, a User will be unable to exercise their rights with respect to such IdeaToken.

(c) Certain Risks of Smart Contract Technology. IdeaTokens and other digital assets relevant to the Ideamarket depend on the Ideamarket Smart Contract System or other smart contracts deployed to Ethereum, some of which, such as the Supported Yield Systems, may be coded or deployed by persons other than Ideamarket Corp.. Once deployed to Ethereum, the code of smart contracts, including the Ideamarket Smart Contract System, cannot be modified. In the event that the Ideamarket Smart Contract System or other smart contracts are adversely affected by malfunctions, bugs, defects, malfunctions, hacking, theft, attacks, negligent coding or design choices, or changes to the protocol rules of Ethereum, Users may be exposed to a risk of total loss and forfeiture of all IdeaTokens and other relevant digital assets. Ideamarket Corp. assumes no liability or responsibility for any of the foregoing matters, except as otherwise required by applicable law.

(d) Asset Prices. The fiat-denominated prices and value in public markets of assets such as ETH, DAI and IdeaTokens have historically been subject to dramatic fluctuations and may be highly volatile. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any ETH, DAI, IdeaToken or other digital asset may decline below the price for which a User acquires such asset through the Ideamarket or on any other platform.

User acknowledges and agrees that the costs and speeds of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any ETH, DAI, IdeaTokens or other digital assets associated with the Ideamarket.

(e) Regulatory Uncertainty. Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and the Ideamarket and IdeaTokens could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit the ability of User to continue the use and enjoyment of such assets and technologies.

(f) Cryptography Risks. Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to Ethereum, the Ideamarket, IdeaTokens, the Supported Yield Systems and other digital assets, including the theft, loss or inaccessibility thereof.

(g) Fork Handling. Ethereum, the Ideamarket Smart Contract System, the IdeaTokens, the Supported Yield Systems and other digital assets may be subject to “forks.” Forks occur when some or all persons running the software clients for a particular blockchain system adopt a new client or a new version of an existing client that: (i) changes the protocol rules in backwards-compatible or backwards-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (ii) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are “contentious” and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original. Ideamarket Corp. may not be able to anticipate, control or influence the occurrence or outcome of forks, and does not assume any risk, liability or obligation in connection therewith. Without limiting the generality of the foregoing, Ideamarket Corp. does not assume any responsibility to notify a User of pending, threatened or completed forks. Ideamarket Corp. will respond to any forks as Ideamarket Corp. determines in its sole and absolute discretion, and Ideamarket Corp. shall not have any duty or obligation or liability to a User if such response (or lack of such response) acts to a User detriment. Without limiting the generality of the foregoing, Ideamarket Corp.’s possible and permissible responses to a fork may include: (i) honoring the Ideamarket Smart Contract System, IdeaTokens, Supported Yield Systems and other digital assets on both chains; (ii) honoring the Ideamarket Smart Contract System, IdeaTokens, Supported Yield Systems and other digital assets on only one of the chains; (iii) honoring the Ideamarket Smart Contract System, IdeaTokens, Supported Yield Systems and other digital assets in different respects or to a different extent on both chains; or (iv) any other response or policy or procedure, as determined by Ideamarket Corp. in its sole and absolute discretion. Ideamarket Corp. reserves the right to only allow one IdeaToken to be associated with each Account on the IdeaMarket Apps, and to prefer one such IdeaToken over another for purposes of representing a given Account, notwithstanding that both IdeaTokens may be intended to represent the same account or that copies of such IdeaToken may exist on both chains following a fork. A User assume full responsibility to independently remain apprised of and informed about possible forks, and to manage a User own interests in connection therewith.

(h) Essential Third-Party Software Dependencies. The Ideamarket Smart Contract System and other smart contracts deployed to Ethereum are public software utilities which are accessible directly through any Ethereum node (such as Infura) or indirectly through any compatible Ethereum “wallet” application (such as the web browser plugin Metamask) which interacts with such a node. Interacting with the Ideamarket Smart Contract System does not require use of the Ideamarket Apps, but the Ideamarket Apps provide a convenient and user-friendly method of reading and displaying data from the Ideamarket Smart Contract System and generating standard transaction messages compatible with the

Ideamarket Smart Contract System. Because Ideamarket does not provide Ethereum wallet software or Ethereum nodes, such software constitutes an essential third-party or user dependency without which the Ideamarket cannot be utilized and IdeaTokens and other relevant digital assets cannot be traded or used. Furthermore, IdeaToken Market may utilize APIs, middleware and servers of Ideamarket Corp. or third parties, and Ideamarket Corp. does not guarantee the continued operation, maintenance, availability or security of any of the foregoing dependencies.

7.9 Tax Issues. The tax consequences of purchasing, selling, holding, transferring or locking IdeaTokens, or of claiming or being deemed to receive any Account Yield or otherwise utilizing the Offerings are uncertain, may vary by jurisdiction and may be adverse to a User. Ideamarket Corp. has undertaken no due diligence or investigation into such tax consequences, assumes no obligation or liability to optimize the tax consequences of the Offerings to any person and is not providing any tax advice in connection with the Offerings.

7.10 Legal Limitations on Disclaimers. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply in full to specific Users. The disclaimers and limitations of liability provided in these terms shall apply to the fullest extent permitted by applicable law.

7.11 Officers, Directors, Etc. All provisions of these Terms which disclaim or limit obligations or liabilities of Ideamarket Corp. shall also apply, *mutatis mutandis*, to the officers, directors, members, employees, independent contractors, agents, stockholders, debtholders and affiliates of Ideamarket Corp..

7.12 Indemnification. Each User shall defend, indemnify, compensate, reimburse and hold harmless Ideamarket Corp. (and each of its officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) User's use of, or conduct in connection with, the Offerings; (b) User's violation of these Terms or any other applicable policy or contract of Ideamarket Corp.; or (c) your violation of any rights of any other person or entity.

8. GOVERNING LAW; DISPUTE RESOLUTION.

8.1 Governing law. These Terms shall be governed by and construed and interpreted in accordance with the laws of the state of Delaware irrespective of the choice of laws principles of the state of Delaware, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Although the Offerings may be available in other jurisdictions, each User hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over Ideamarket Corp. in any forum outside the State of Delaware.

8.2 Settlement Negotiations. If a User has a potential legal dispute, claim or cause of action against Ideamarket Corp., the User shall first (prior to initiating any litigation proceedings) contact Ideamarket Corp. by sending an email to team@ideamarkets.org describing the nature of the potential dispute, claim or cause of action and providing all relevant documentation and evidence thereof. If so elected by Ideamarket Corp., User shall use commercially reasonable efforts to negotiate a settlement of any such legal dispute, claim or cause of action within 60 days of the delivery of such email. Any such dispute, claim or cause of action that is not finally resolved by a binding, written settlement agreement within such 60 days shall be brought and resolved exclusively in accordance with the following provisions of this Section 8.

8.3 Agreement to Binding, Exclusive Arbitration.

(a) Mandatory Binding Arbitration. Except as set forth in Section 8.2, all claims, disputes and controversies directly or indirectly arising out of or in connection with or directly or indirectly relating to these Terms or any of the matters or transactions contemplated by these Terms (for the avoidance of doubt, including any claim seeking to invalidate, or alleging that, all or any part of these Terms is unenforceable, void or voidable) (such claims, disputes and controversies, collectively, “*Disputes*”) shall be finally settled by binding arbitration, rather than in court. The arbitrator, and not any federal, state or local court, agency or other governmental authority, shall have exclusive authority to resolve all Disputes.

(b) Waiver of Jury Trial. The parties hereby acknowledge, represent and warrant that they understand that: (i) there is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning Disputes; (ii) in some instances, the costs of arbitration could exceed the costs of litigation; (iii) the right to discovery may be more limited in arbitration than in court; and (iv) court review of an arbitration award is limited. The Federal Arbitration Act and federal arbitration law apply to these Terms. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

8.4 Arbitration Procedures. Ideamarket Corp. or any User may initiate an arbitration proceeding by delivering written notice to the other, whereupon the parties shall reasonably cooperate to select an arbitrator and submit the relevant Dispute to such arbitrator. In the event the parties are unable to agree on the selection of an arbitrator within 15 days from the filing of a demand for arbitration, the American Arbitration Association (the “AAA”) shall appoint the arbitrator. Any such arbitration shall be administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the AAA excluding any rules or procedures governing or permitting class actions. Ideamarket Corp. will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and reasoned, and binding on the parties, and may be entered by any party as a judgment in any court of competent jurisdiction.

8.5 Seat of Arbitration. The seat of arbitration shall be Wilmington, Delaware. The arbitrator may choose to have the arbitration of any Dispute conducted by telephone, based on written submissions, or at a mutually agreed location; provided, however, that Ideamarket Corp. may opt to transfer the venue of any arbitration hearing to Wilmington, Delaware in the event that it agrees to pay any additional fees or costs a User may reasonably incur as a result of the change in venue, as determined by the arbitrator, and, subject to the foregoing, a User hereby agree to submit to the personal jurisdiction of any federal or state court in Wilmington, Delaware, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

8.6 Confidentiality of Arbitration. Except to the extent necessary to enforce their respective rights under these Terms or as otherwise required by applicable law, the parties undertake to maintain confidentiality as to the existence and events of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This provision shall survive the termination of the arbitral proceedings.

8.7 Class Action Waiver.

(a) No Class Actions Permitted. All Users hereby agree that any arbitration or other permitted action with respect to any Dispute shall be conducted in their individual capacities only and not as a class action or other representative action, and the Users expressly waive their right to file a class action or seek relief on a class basis. **USERS SHALL BRING CLAIMS AGAINST IDEAMARKET OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

(b) Agreements if Class Action Waiver Unenforceable. If any court or arbitrator makes a final, binding and non-appealable determination that the class action waiver set forth in this Section 8.7 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void with respect to any Dispute that would thus be required to be resolved by arbitration on a class basis, and the parties shall be deemed to have not agreed to arbitrate such Dispute. In the event that, as a result of the application of the immediately preceding sentence or otherwise, any Dispute is not subject to arbitration, the parties hereby agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Wilmington, Delaware and to accept service of process by mail with respect to such Dispute, and hereby waive any and all jurisdictional and venue defenses otherwise available with respect to such Dispute.

8.8 California End-User Consumer Rights. In accordance with Cal. Civ. Code Sec. 1789.3, if a User is a California State resident, the User may file grievances and complaints regarding the Offerings with the California Department of Consumer Affairs, Consumer Information Division; 1625 North Market Blvd., Suite N 112, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by phone at 800-952-5210; or by email to: dca@dca.ca.gov.

9. MISCELLANEOUS

9.1 Headings. The headings and captions contained in these Terms are for convenience of reference only, shall not be deemed to be a part of these Terms and shall not be referred to in connection with the construction or interpretation of these Terms.

9.2 Successors and Assigns. These Terms shall inure to the benefit of Ideamarket Corp., the Users, and their respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons and any person who may otherwise succeed to any right, obligation or liability under these Terms by operation of law or otherwise. A User shall not share or provide a copy of, or transfer to, any person any IdeaTokens or the private key associated with any IdeaTokens without notifying such person that such person shall be bound by and become a party to these Terms by virtue of thereof (or if the transferor has a reasonable belief that the transferee is aware of these Terms). A User shall not assign any of a User rights or delegate any of a User liabilities or obligations under these Terms to any other person without Ideamarket Corp.'s advance written consent. Ideamarket Corp. may freely assign, transfer or delegate its rights, obligations and liabilities under these Terms to the maximum extent permitted by applicable law.

9.3 Severability. In the event that any provision of these Terms, or the application of any such provision to any person or set of circumstances, shall be determined by an arbitrator or court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent: (a) the remainder of these Terms, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law; and (b) Ideamarket Corp. shall have the right to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consumed as originally contemplated to the fullest extent possible.

9.4 Force Majeure. Ideamarket Corp. shall not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within its control (including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, the Ethereum network or blockchain or Ideamarket Smart Contract System or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and infrastructure that enables Ideamarket Corp. to provide the Offerings.), it being understood that Ideamarket Corp. shall use commercially reasonable efforts, consistent with accepted practices in the industries in which Ideamarket Corp. operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.

9.5 Amendments and Modifications. These Terms may only be amended, modified, altered or supplemented by or with the written consent of Ideamarket Corp.. Ideamarket Corp. reserves, the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms from time to time. The most current version of these Terms will be posted on Ideamarket Corp.'s Website. Any changes or

modifications will be effective immediately upon the modified Agreement being posted to Ideamarket Corp.'s Website. A User shall be responsible for reviewing and becoming familiar with any such modifications. A User hereby waives any right a User may have to receive specific notice of such changes or modifications. Use of the Offerings by a User after any modification of these Terms constitutes a User acceptance of the modified terms and conditions. If a User does not agree to any such modifications, a User must immediately stop using the Offerings.

9.6 No Implied Waivers. No failure or delay on the part of Ideamarket Corp. in the exercise of any power, right, privilege or remedy under these Terms shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Ideamarket Corp. shall not be deemed to have waived any claim arising out of these Terms, or any power, right, privilege or remedy under these Terms, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Ideamarket Corp., and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.7 Entire Agreement. These Terms constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

9.8 Rules of Interpretation.

(a) "hereof," "herein," "hereunder," "hereby" and words of similar import will, unless otherwise stated, be construed to refer to these Terms as a whole and not to any particular provision of these Terms;

(b) "include(s)" and "including" shall be construed to be followed by the words "without limitation";

(c) "or" shall be construed to be the "inclusive or" rather than "exclusive or" unless the context requires otherwise;

(d) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of these Terms;

(e) section titles, captions and headings are for convenience of reference only and have no legal or contractual effect.;

(f) whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders; and

(g) except as otherwise indicated, all references in these Terms to "Sections," "clauses," etc., are intended to refer to Sections of Sections, clauses, etc. of these Terms.

