

TERMS OF SERVICE

Last Revised on 01/17/2025

These SphereOne Terms of Service (the “**Terms**”) are between you (referenced herein as “**you**” or “**your**”) and Sphere Global, Inc. (“**we**”, “**our**” or the “**Company**”). These Terms govern your use of the Company’s website located at orbitcryptoai.com (together with any successor site, the “**Site**”) and the Company’s mobile cryptocurrency payment application (the “**App**”). The Site, the App and all software, content, tools, features and functionalities offered on or through our Site and App are collectively referred to as the “**Services**”.

If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (i) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (ii) you agree to these Terms on the entity’s behalf.

By accessing, using, or attempting to access or use the Services, you acknowledge and agree that you have read, understood and accept all of the terms and conditions contained in these Terms. If you do not agree, you may not access the Services and must immediately cease any use of the Services.

We may amend these Terms from time to time by posting a revised version to the Services, in which case we will update the “Last Revised” date at the top of these Terms. If we make any changes that are material, we will use reasonable efforts to attempt to notify you, such as by email to the e-mail address you provide to us when registering for the Services. Please review these Terms on a periodic basis. Each time you use the Services, you agree to be bound by the Terms in effect at the time of your use thereof. If you do not agree to the revised Terms, you are not permitted to use the Services.

SECTION 9 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 9.

1. WHO MAY USE THE SERVICES

You must be 18 years of age or older and reside in the United States or any of its territories to use the Services. In addition, you may not use or access the Services if you are a Prohibited Person. A “**Prohibited Person**” is any person or entity that is (i) listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List, (ii) located or organized in any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” (currently, the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria), or (iii) owned or controlled by such persons or entities listed in (i)-(ii). By using the Services, you represent and warrant that you meet the foregoing requirements and that will not be using the Services for any illegal activity or to engage in the prohibited activities in Section 5.2.

2. USE OF THE SERVICES

2.1 To use the Services, you will need to create an account or link another account, such as your Google account (“**Account**”). Further, to use certain portions of the Services, you will need to either direct us to create for you a self-custodial digital wallet (“**Company Wallet**”) or you can choose to connect a third-party Wallet account (“**Third-Party Wallet**”, and together with the Company Wallet, the “**Wallets**”), and then connect that Wallet to your Account. The Wallet may be used to conduct transactions via the Services (“**Transactions**”).

(a) Accounts. You agree to provide us with accurate, complete and updated information for your Account. You can access, edit and update your Account through the settings page of your user profile. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your Account. You must immediately notify us at support@sphereone.xyz if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account including any unauthorized Transactions (as defined below). You agree not to create any Account if we have previously removed your Account, or we previously banned you from any of our Services, unless we provide written consent otherwise.

(b) Wallets.

(i) Third-Party Wallets. You will also have the option to connect a Third-Party Wallet to your Account. You are solely responsible for keeping your Third-Party Wallet and any private keys necessary to decrypt your Third-Party Wallet secure. We have no ability to provide, help you access or recover your private keys for your Third-Party Wallet. By using Third-Party Wallets to conduct Transactions, you agree that you are governed by the terms of service and privacy policy for the applicable Third-Party Wallets, and that the Company has no liability or responsibility to you in any way arising from your use of such Third-Party Wallets, including for any security failures or other errors or failures of such Third-Party Wallets.

(ii) We reserve the right to disable the operability or integration of any Wallet with the Services for any reason, including if the Company determines in its sole discretion that such Wallet has been used in a manner that is in violation of these Terms or any applicable law or in a manner that is otherwise detrimental to the Services or the Company. In such an event, you will still retain control of your Wallet, but will not be able to use it in connection with the Services.

2.2 Bank Accounts. The Services may allow you to link a bank account from a third-party financial institution located in the United States (“**Bank Account**”) to conduct Transactions on the Services. By linking your Bank Account, you authorize us to view your name and address, transaction history and routing and account numbers, and we may use such information to provide the Services as set forth in our Privacy Policy. You represent and warrant that you are the owner of and have the right to access and authorize us to access the Bank Account, and to the extent your Bank Account has a joint owner, that such joint owner has consented for you to link the Bank Account in connection with the Services. We disclaim all responsibility and liability to you for any acts or omissions by the third-party financial institution operating your Bank Account.

2.3 Banxa. Merchant acknowledges that Banxa.com Pty Ltd (“**Banxa**”) will help facilitate Transactions on the Services by allowing Merchants and End Users to buy cryptocurrency using fiat currency and sell cryptocurrency for fiat currency. In order to use the Services, Merchant acknowledges and agrees to Banxa’s Terms of Use set forth at <https://banxa.com/terms-of-use>, as amended from time to time. Company reserves the right to find a replacement provider to provide similar services as those provided by Banxa hereunder. Company makes no representation or warranty regarding Banxa’s services or those of any replacement provider, and accepts no liability for your use of Banxa’s services or those of any replacement provider. All money transmission activities and cryptocurrency and fiat on- and off-ramps are performed by Banxa, and not Company.

2.4 Transaction Limits. Your use of the Services is subject to transaction limits (based on total fiat amount) set by the Company, which may be updated from time to time. If you have any questions about the limits, please contact the Company at support@sphereone.xyz.

3. FEES.

3.1 The Company may charge or pass through fees for some or part of the Services we make available to you, including transaction or processing fees, blockchain gas or similar network fees, and other fees in connection with the Company Wallet. We will disclose the amount of fees we will charge or pass through to you for the applicable Service at the time you access, use or otherwise transact with the Services. Although we will attempt to provide accurate fee information, any such information reflects our estimate of fees, which may vary from the fees actually paid to use the Services and interact with the applicable blockchain with which the Services are compatible. Additionally, your financial institution or external Wallet provider may impose a fee to transact on the Services. The Company is not responsible for any fees charged by a third party. In addition, it is your responsibility to ensure you have sufficient funds or digital currency in your designated Bank Account or Wallet to complete any Transactions using the Services. You are responsible for any non-sufficient funds or overdraft fees imposed by third parties. To the extent the Company incurs any fees or charges due to non-sufficient funds, you permit the Company to recover any such fees or charges from existing funds in your Account. In certain cases, your Transaction may not be successful due to an error or other issue with the relevant blockchain or the Wallet. We accept no responsibility or liability to you for any such failed Transactions, or any transaction or blockchain gas fees that may be incurred by you in connection with such failed Transactions. You acknowledge and agree that all information you provide with regards to a Transaction via the Services, including, without limitation, credit card, bank account, PayPal, or other payment information, is accurate, current and complete, and you have the legal right to use such payment method.

3.2 Once a Transaction has been initiated, it cannot be reversed, cancelled or changed. Except as set forth in this Agreement, all Transactions processed through the Services are non-refundable.

3.3 It is your sole responsibility to determine whether and to what extent, any taxes apply to any Transactions and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

4. LOCATION OF OUR PRIVACY POLICY

4.1 Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at [●].

5. RIGHTS WE GRANT YOU

- 5.1 Right to Use Services. Subject to your compliance with these Terms, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to use the software provided to you as part of the Services (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms.
- 5.2 Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:
- (a) are not subject to sanctions or located in a sanctioned jurisdiction while using the Service.
 - (b) use our Services in any manner that would cause us to violate sanctions laws.
 - (c) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
 - (d) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
 - (e) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
 - (f) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
 - (g) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
 - (h) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
 - (i) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
 - (j) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
 - (k) use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
 - (l) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;

- (m) submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, filthy, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical or disruptive purposes, or otherwise use the Services in a manner that is obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, hateful, cruel or insensitive, deceptive, threatening, abusive, inflammatory, pornographic, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, defamatory, obscene or otherwise objectionable;
- (n) violate any applicable federal, state, local or international law or regulation in connection with your access to or use of the Services; or
- (o) access or use the Services in any way not expressly permitted by these Terms.

5.3 Use of the App. You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App or will be available in any particular geographic location. As part of the Services and to update you regarding the status of deliveries, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the App (“**Push Messages**”). You acknowledge that, when you use the App, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your mobile device’s operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your mobile device, including for your receipt of Push Messages from the Company.

5.4 Mobile Software from the Apple App Store. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store’s applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and the Company acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

- 5.5 Beta Offerings. From time to time, we may, in our sole discretion, include certain test or beta features or products in the Services ("**Beta Offerings**") as we may designate from time to time. Your use of any Beta Offering is completely voluntary. The Beta Offerings are provided on an "as is" basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. You agree that once you use a Beta Offering, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Offering back to the prior non-beta version. If we provide you any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings. For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.

6. OWNERSHIP

- 6.1 Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.
- 6.2 Ownership of Trademarks. The Company's name, trademarks and logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 6.3 Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

6.4 Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services (“**Your Content**”). In order to operate the Service, we must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the Service and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content but solely as required to be able to operate and provide the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify or include a copy of Your Content as part of their own use of the Services; except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the Services. To the fullest extent permitted by applicable law, the Company reserves the right, and has absolute discretion, to remove, screen, edit, or delete any of Your Content at any time, for any reason, and without notice. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

6.5 Notice of Infringement – DMCA (Copyright) Policy.

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the “**DMCA**”), by providing the following information in writing:

- (a) identification of the copyrighted work that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- (c) information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by mail to: Sphere, Attn: [COPYRIGHT AGENT], [PHYSICAL ADDRESS]; or by e-mail to [●]. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

A user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by fax or regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.

7. **THIRD PARTY SERVICES AND MATERIALS**

7.1 Use of Third Party Materials in the Services.

- (a) Certain Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.
- (b) You acknowledge and agree that third parties may embed a portion of our Services in their checkout flow, so that you can complete transactions using our technology. You agree that we are not responsible for the manner in which our technology is embedded or used by these third parties, and even though they use a portion of our Services, you hereby hold us harmless from and against any and all claims or losses arising from such use.

8. **DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

8.1 Disclaimers.

- (a) Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (iii) the operation or compatibility with any other application or any particular system or device; and (iv) whether the Services will meet your requirements or be available on an

uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein. For the avoidance of doubt, the Company does not provide investment, tax or legal advice.

- (b) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 Assumption of Risks.

- (a) By using the Services, you represent that you have been, are and will be solely responsible for conducting your own due diligence into the risks of any Transactions conducted on the Services and the underlying smart contracts and cryptocurrencies. You acknowledge and agree that there are risks associated with purchasing and holding cryptocurrency and using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks. You acknowledge that cryptocurrencies are neither (i) deposits of or guaranteed by a bank, nor (ii) insured by the FDIC or by any other governmental agency.
- (b) You also acknowledge that once smart contracts are deployed to the blockchain, they may not be able to be changed or revised. Any blockchains that the Services may be integrated with are not owned, controlled or managed by us. Such blockchains may be subject to

attacks, interruptions, or issues that may delay or prevent you from sending or receiving payment or engaging in any transactions. A copy or fork of such blockchains or any security incident involving the blockchains may require the Company to suspend activity. We expressly disclaim any responsibility or liability for losses resulting from such issues.

- (c) The regulatory regime governing blockchain technologies and cryptocurrencies is uncertain, and new regulations or policies may materially adversely affect your use of the Services.

- 1.2 **Indemnification.** By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (i) your violation or breach of any term of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your misuse of the Services; or (iv) your negligence or wilful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

2. ARBITRATION AND CLASS ACTION WAIVER

- 2.1 **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

- 2.2 **Informal Process First.** You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party thirty (30) days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

- 2.3 **Arbitration Agreement and Class Action Waiver.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to the Company’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to**

these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.

2.4 **Exceptions.** Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction:

- (a) Disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;
- (b) Disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or
- (c) Intellectual property disputes.

2.5 **Costs of Arbitration.** Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

2.6 **Opt-Out.** You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to support@sphereone.xyz. The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

2.7 **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND THE

COMPANY AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND THE COMPANY EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, YOU AND THE COMPANY AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT WITH THE EXCEPTIONS CLAUSE ABOVE.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IF A COURT DECIDES THAT THE LIMITATIONS OF THIS PARAGRAPH ARE DEEMED INVALID OR UNENFORCEABLE, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

3. ADDITIONAL PROVISIONS

- 3.1 Termination of License and Your Account. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account with or without notice, for any or no reason. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.
- 3.2 Service Changes and Suspensions. We reserve the right to withdraw, modify, alter, update or amend the Services (including any aspect, feature, functionality or other element thereof) in our sole discretion without notice. Additionally, the Services may, as applicable, be delayed, restricted, forfeited, or ultimately unavailable due to certain laws and regulations governing our Services as well as certain circumstances and conditions associated with your use of the Services. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users.
- 3.3 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 3.4 California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

- 3.5 Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (i) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (ii) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
- 3.6 Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.
- 3.7 Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of Texas, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 9, or if arbitration does not apply, then the state and federal courts located in Austin, Texas.
- 3.8 How to Contact Us. You may contact us regarding the Services or these Terms by e-mail at support@sphereone.xyz.