

VERIX

Last Updated Date: 9th September 2024

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THESE “**TERMS OF SERVICE**”) CAREFULLY.

Welcome, and thank you for your interest in Verix (“**Verix**” “**we**,” or “**us**”). The Services offered by Verix including the platform, our website at <https://www.verix.io> (“**Website**”), any applications for mobile and/or web that we make available for download (each, an “**App**”) and any other services or resources that are used, accessed or enabled via the Website (collectively with the Website and the Apps, the “**Services**”) are owned and operated by Virtualness Corp.

Your use of, access to and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Service or will be presented to you for your acceptance when you sign up to use the supplemental Service or will be provided to you by email and / or notification subsequently. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. These Terms of Service and any applicable Supplemental Terms are referred to herein as the “**Agreement**”.

BY ACCESSING OR USING THE SERVICES IN ANY WAY, INCLUDING BY CLICKING ON AN “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF SERVICE, AND (2) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THESE TERMS OF SERVICE. IF YOU ARE UNDER THE AGE OF EIGHTEEN (18), YOU MAY ONLY USE THE SERVICES WITH THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN. PLEASE BE SURE YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND DISCUSSED THIS AGREEMENT WITH YOU. YOU MAY NOT USE THE SERVICES IF YOU ARE UNDER THIRTEEN (13) YEARS OF AGE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE ANY OF THE SERVICES.**

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ITEMS YOU PURCHASE THROUGH THE SERVICES. VERIX MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ITEMS OFFERED FOR SALE ON OR THROUGH THE SERVICES. VERIX DISCLAIMS ALL WARRANTIES AS TO THE ITEMS AVAILABLE ON OR THROUGH THE SERVICES.

THESE TERMS OF SERVICE INCLUDE (1) YOUR AGREEMENT THAT OUR LIABILITY REGARDING THE SERVICES IS LIMITED AS STATED HEREIN; (2) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY; (3) YOUR CONSENT TO RELEASE US FROM LIABILITY; (4) YOUR AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE VERIX PARTIES (DEFINED BELOW) FOR YOUR USE OF, INABILITY TO USE, OR MISUSE OF THE SERVICES.

PLEASE BE AWARE THAT SECTION 18 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 1.5 (COMPANY COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

IF YOU SUBSCRIBE TO ANY SERVICE FOR A TERM (THE “INITIAL TERM”), THEN YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT VERIX’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU OPT OUT OF THE AUTO-RENEWAL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY US IN OUR SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of these Terms of Service available on or through the Services and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the “Last Updated” date at the top of these Terms of Service. If we make any material changes, and you have registered with us to create an Account (defined below) we may also send an e-mail or other push notice to you at the last contact information you provided to us pursuant to the Agreement. Any changes to these Terms of Service will be effective immediately for new users of the Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Members (defined below), provided that any material changes shall be effective for Members who have an Account with us upon the earlier of (i) thirty (30) days after posting notice of such changes on the Website; (ii) thirty (30) days after dispatch of an e-mail or other push notice of such changes to Members; or (iii) such Members’ affirmative consent to the updated Terms of Service. We may require you to provide consent to the updated Terms of Service in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

1. SERVICES.

The Services consist of the Website, the App(s), and any other products and services made available by Verix is an authentication, verification, and engagement platform for credentials, award commemoratives, event badges / memorabilia, phygital goods, and experiences. Leveraging generative AI and blockchain technology, Verix delivers solutions for organizations and enterprises to authenticate and distribute digital credentials globally and enables individuals and businesses to design and create verified digital badges, certificates, and award commemoratives on blockchain, offer rewards and share with recipients.

1.1 License to use the Services. The Services, and the information and content available on the Website and the Apps are protected by copyright laws. Subject to the terms of this Agreement, Verix grants you a limited license to access and reproduce portions of the Services to which you have access for the sole purpose of using such Services for your personal or business purposes. Unless otherwise specified by us in a separate license, your right to use any and all Services is subject to this Agreement.

1.2 License to the App(s). Subject to your compliance with this Agreement, Verix grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a reasonable number of copies of the Application only on mobile devices, computers, or other compatible devices that you own or control and to run such copies of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”) or any other application store, you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

1.3 Updates. You understand that the Services are evolving. As a result, we may require you to accept updates to any of the Services that you have installed on your computer, mobile device or any other compatible device. You acknowledge and agree that we may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

1.4 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website and the Apps; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Verix; (c) you shall not use any metatags or other “hidden text” using our name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services, to the extent that the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we may choose to grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to this Agreement. Verix, its suppliers

and service providers reserve all rights not granted in this Agreement. Any unauthorized use of any Services terminates the licenses granted by us pursuant to this Agreement.

1.5 Company Communications.

(a) Generally. By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail and/or text message (including via WhatsApp or any other OTT application) and/or notifications. You agree that texts or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning Verix and industry developments.

(b) Text Messages. The Verix mobile messages service (the “**Message Service**”) allows users to receive SMS/MMS mobile messages by opting-in. Regardless of the opt-in method you use to enroll, you agree that your use of the Message Service is governed by this Agreement. We do not charge for the Message Service, but you are responsible for all charges and fees associated with text messaging imposed by your network service provider. Message and data rates as set by your network service provider may apply. By enrolling in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the telephone number you specify, and you represent that you are authorized to receive mobile messages at such a number. The messages sent through the Message Service may include multi-factor authentication, marketing messages, promotional messages, advertising messages, and/or any reminders or notifications that you have enabled with respect to your use of the Services, and may be transmitted using an automatic telephone dialing system (“**ATDS**”) or other automated systems for the selection or dialing of telephone numbers. Your consent to receive mobile messages via an ATDS or other automated system is not required (directly or indirectly) as a condition of any use of the Services. Message frequency may vary. Text the keyword STOP in reply to any message you receive through the Message Service to unsubscribe at any time, subject to the possible exception that certain administrative or important announcements may still be transmitted which are more transactional in nature. When you opt-out, you agree we may send you an opt-out confirmation message. For Message Service support or assistance, text HELP in reply to any message you receive through the Message Service or email us at the contact information provided in Section 20.4. We may change any short code or telephone number we use to operate the Message Service at any time with notice to you. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages. We and the wireless

carriers or network service providers supported by the Message Service are not liable for any failed, delayed or undelivered messages. If you change your mobile phone number, you agree to opt-out of the Message Service first.

2. REGISTRATION.

2.1 Registering Your Account. In order to access certain features of the Services you may be required to become a Member. For purposes of this Agreement, a **“Member”** is a user of the Services who has registered an account (**“Account”**) directly on the Services or through a valid account on a social networking service (**“SNS”**) or email ID through which the user has connected to the Services (each such account, a **“Third-Party Account”**).

2.2 Registration Data. In registering an Account on the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the **“Registration Data”**); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least thirteen (13) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your Account or password with anyone, and you agree to notify us immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). Any information provided by you will be retained on an “as is” basis and Verix is not obligated to verify the accuracy, legality or noninfringement of the same. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by us, or if you have been previously banned from any of the Services. Verix may require you to provide additional information and documents at the request of any competent authority, in order to help Verix comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism, or otherwise in Verix’s sole discretion. Verix may also require you to provide additional information and documents in cases where it has reason to believe that (x) your Account is being used for money laundering or for any other illegal activity; (y) you have concealed or

reported false identification information and other details; or (z) transactions effected via your Account were affected in breach of this Agreement. In such cases, Verix, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Verix and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to any such request from Verix, Verix may refuse to provide any Digital Goods, product, service, and/or further access to the Services, Website or Application to you.

2.3 Access Through an SNS. If you access the Services through an SNS as part of the functionality of the Services, you may link your Account with Third-Party Accounts, by allowing Verix to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Verix and/or grant Verix access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Verix to pay any fees or making Verix subject to any usage limitations imposed by such third-party service providers. By granting Verix access to any Third-Party Accounts, you understand that Verix may access, make available and store (if applicable) any Content that you have provided and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Services via your Account. Unless otherwise specified in the Agreement, all SNS Content shall be considered to be Your Content for all purposes of the Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable, or our access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Services. You may have the ability to disable the connection between your Account and your Third-Party Accounts at any time through the applicable Third-Party Accounts. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND VERIX DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Verix makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Verix is not responsible for any SNS Content.

2.4 Member Representations and Warranties. When you register for an Account, you hereby represent and warrant, to and for the benefit of the Verix Parties (as defined below), as follows:

(a) Independent Investigation and Non-Reliance. You are sophisticated, experienced and knowledgeable in the creating, listing, buying, selling of any Digital Goods (as defined below) using blockchain technology and in the use of payment methods such as credit cards. Additionally, you have conducted an independent investigation of the Services and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing and, in making the determination to create, buy, or sell any Digital Goods using the Services, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the Digital Goods, are evolving, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may change regulations pertaining to such Digital Goods in the applicable jurisdiction. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Verix, in determining to enter into this Agreement, create, buy, any Digital Goods or use the Services.

(b) Litigation. You represent and warrant that there is no legal proceeding pending that relates to your activities relating to the creation of Digital Goods or blockchain technology related activities.

(c) Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, or creation of Digital Goods. No investigation or review by any governmental entity is pending or has been threatened against you or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to creating and buying of Digital Goods.

2.5 Your Account / Profile. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Verix.

2.6 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the

Services offer a mobile component. You are solely responsible for any fees, including Internet connection, network service charges or mobile fees, that you incur when accessing or using the Services.

2.7 Relationship of the Parties. You are an independent contractor and not a partner, joint venturer, agent or employee of Verix, and you will not bind or attempt to bind Verix to any contract. You are not eligible to participate in any of our employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs. Neither this Agreement nor your use of the Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between you and Verix. For the avoidance of doubt, you shall be solely responsible for all tax withholding and other legal and regulatory obligations and Verix shall have no obligation or liability to you in connection with the same.

3. USING THE SERVICES.

3.1 Verix Profile. Each Member will have access to an electronic system for storage of Digital Goods (a “**Digital Profile**”) that is linked to and accessible through their Account (a “**Verix Profile**”). The Verix Profile can be used to store digital assets obtained through the Services, including without limitation certificates, credentials, award commemoratives, event badges / memorabilia, phygital goods, and experiences etc. (each, a “**Digital Goods**”) that may be created, purchased, or sold through the Services. Members may also be able to connect certain third-party digital profiles to the Services in order to transact in, manage, and otherwise interact with Digital Goods. You are solely responsible for any Digital Profile you use in connection with the Services, and Verix will have no liability to you arising from or related to the same. Access to your Verix Profile or other digital profile may require the use of a private key, password, or passphrase (“**Access Code**”). Verix may not have the ability to access your Verix Profile or other digital profile without your involvement and authority. Your Access Code is unique to you, and shall be maintained by you. If you lose your Access Code, you may lose access to your Verix Profile or third-party digital profile and any contents thereof. Verix may not have the ability to recover a lost Access Code. While a Verix Profile may be interoperable with other compatible blockchain platforms, or services, only Digital Goods and other digital goods supported by Verix that are stored in your Verix Profile will be accessible through the Services. Digital Goods or other digital goods that have been transferred out of your Verix Profile to a third-party digital profile may no longer be compatible with the Services, and Verix makes no representations or warranties, and disclaims all liability, in connection with Digital Goods that have been transferred from a Verix Profile to a third-party Digital Profile.

3.2 Digital Goods. The Enterprize offering any Digital Goods shall set forth at point of offer of the terms applicable to each Digital Goods, as well as any goods, services, rights, or Digital Goods Access Services (defined below) to which the purchaser or then-current owner of such Digital Goods is entitled and any limitations applicable thereto, and such terms shall be viewable in the Verix Profile of such Digital Goods' then-current owner. When you purchase a Digital Goods, you agree to comply with any terms, including licenses or payment rights, that are embedded within or otherwise included with such Digital Goods, and to make best efforts to bind subsequent owners of such Digital Goods to any such terms. Unless otherwise expressly set forth at point of sale for such Digital Goods, ownership of a Digital Goods does not convey any right, title, or interest in or to the physical, digital or intangible Content embodied by or linked to such Digital Goods (such Content, "**Digital GoodsIP**"). Unless otherwise expressly set forth at point of sale for such Digital Goods, when you purchase a Digital Goods you shall receive in connection with such Digital Goods a limited, non-exclusive, non-sublicensable, non-transferable license to view and display the Digital Goods IP for your personal, non-commercial use and to perform, display, and reproduce the Digital Goods IP solely in accordance with the functionality of the Services for so long as you own such Digital Goods.

3.3 Digital Rewards. Digital Goods may be redeemed for or used to "unlock" various goods, rights, and other privileges on or through the Services, including without limitation unique Enterprize Content not otherwise available to Members ("**Digital Goods Access Services**"). Digital Goods Access Services are offered by the respective Enterprize, and Verix shall have no liability to you in connection with the same, whether the benefits or privileges are exercisable on the Website or Apps (in the virtual world) or not.

3.4 Memberships. Enterprizes can use the Services to develop Verix Communities and offer Members access to such Verix Communities. Each Verix Community may have unique access requirements. Members may be able to use certain Digital Goods to gain access to a Verix Community. Once you join a Verix Community, you may have access to certain Enterprize Content, including Digital Goods Access Services. A Enterprize may also enable you to access and use Third-Party Websites and/or Third-Party Applications (as defined below) through such Enterprize's Verix Community. The Enterprize determines the terms applicable to such Enterprize's Verix Community in their sole discretion; provided that all such terms shall comply with, and shall not supersede, the terms of this Agreement. Verix disclaims all and any liability arising from the acts or omissions of the Enterprize, Third-Party Websites and Third-party Applications, if any.

Enterprize

Transacting on Verix. PLEASE READ THIS IMPORTANT INFORMATION ABOUT PROCEDURES FOR TRANSACTING ON VERIX CAREFULLY BEFORE USING THE PLATFORM. Verix reserves the right to obtain, verify, and record information that identifies each person who has Profile on Verix. When you engage in transactions on Verix, we may ask for your name, address, date of birth, and other information that will allow us and/or our Payment Processor(s) (as defined below) to identify you. We may also ask for a copy of your driver's license or other identifying documents. We reserve the right to require you to provide additional information and documents in accordance with Section 2.2 of these Terms of Service. Failure to provide such information upon request, as well as any other violation of this Agreement, may result in your removal from the Services, including a termination of your ability to hold / store Digital Goods and/or loss of access to your Verix Profile

4. RESPONSIBILITY FOR CONTENT.

4.1 Types of Content. You acknowledge that all Content shall be the sole responsibility of the party from whom such Content originated. This means that you, and not Verix, are entirely responsible for all Content that you upload, post, e-mail, transmit or procure ("**Procure**") through the Services ("**Your Content**"), including SNS Content, and that you and other Members of the Services, and not Verix, are similarly responsible for all Content that you and they Procure through the Services ("**User Content**"). User Content includes, without limitation, Enterprize Content.

4.2 No Obligation to Pre-Screen Content. You acknowledge that we have no obligation to pre-screen Content (including, but not limited to, User Content), although we reserve the right in our sole discretion to monitor, pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Verix pre-screens, refuses or removes any Content, you acknowledge that Verix will do so for our benefit, not yours. Without limiting the foregoing, we shall have the right to remove any Content that violates the Agreement or that we otherwise determine in our sole discretion is objectionable or that an authority or court requires us to remove.

4.3 Storage. Unless expressly agreed to by us in writing elsewhere, we have no obligation to store any of Your Content that you Procure on the Services. Verix has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at

which the Services shall enable restriction of access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that we retain the right to create reasonable limits on our use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits as determined by us in our sole discretion.

5. OWNERSHIP.

5.1 Services. Except with respect to Your Content and User Content, you agree that Verix and our licensors own all rights, title and interest in the Services (including but not limited to, any data, pictures, text, computer code, look and feel, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Verix software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Services.

5.2 Trademarks. Verix and all related graphics, logos, designs, service marks and trade names used on or in connection with the Services are the trademarks of Verix (including its affiliates and licensors) and may not be used in whole or part, without permission in connection with your, or any third-party, products or services, in each instance. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners and may not be used in whole or part, without permission from the concerned intellectual property rights holder or owner.

5.3 Your Content. Verix does not claim ownership of Your Content. However, when you post or publish Your Content on, in, or through the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right in (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5.4 License to Your Content. Subject to any applicable account settings that you select, you grant Verix a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, synchronize, and publicly display Your Content (in whole or in part) for the purposes of operating and

providing the Services to you and to our other Members and to improve the Services and develop new products and services. Unless otherwise set forth in a written agreement between you and Verix, Verix does not receive any right or title to any of Your Content that you submit, post, or otherwise share through the Services. Please remember that other Members may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Verix, are responsible for all of Your Content that you Procure on or in the Services. Any Content posted by you on or through the Services should not contain nudity, violence, sexually explicit, or offensive subject matter as set forth in our then-current Acceptable Use Policy at <https://verix.io/> or otherwise as determined by Verix in its sole discretion. You may not Procure a photograph or video of another person without that person’s permission.

5.5 Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Services, you hereby expressly permit us to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

5.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Verix through our suggestion, feedback, wiki, forum, or similar pages (“**Feedback**”) is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Verix a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or our business.

6. USER CONDUCT.

As a condition of use, you agree not to use the Services for any purpose that is prohibited by this Agreement or by applicable law.

6.1 You shall not (and shall not permit any third party to) (a) take any action or (b) Procure any Content on or through the Services that: (i) infringes any patent,

trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane or otherwise in violation of our then-current Acceptable Use Policy at <https://www.verix.io/>; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without our prior written consent; (v) impersonates any person or entity, including any employee or representative of Verix; (vi) interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement; (vii) attempts to engage in or engages in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services; (viii) executing or causing the execution of any transaction in a Digital Goods which involves no material change in the beneficial ownership thereof.

6.2 You may only use any User Content, whether as embedded in or otherwise comprising a Digital Goods or otherwise available on the Services, in accordance with the terms of this Agreement and with the terms of any additional right or license granted expressly by the Enterprize of such User Content and, in the case of Digital Goods, as set forth at point of sale and solely as applicable to you as a Buyer. In all cases, except as expressly permitted by this Agreement: (i) you may not sell, re-sell, or encumber your rights in any User Content; (ii) you may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any User Content; (iii) you may not edit, change, modify, or create any derivative work of any User Content or assist or encourage any third party to do so; and (iv) you agree that we may terminate all or part of your licenses to User Content at any time for any reason, including for any breach of this Agreement. In the event that we terminate your license to any User Content, you must promptly remove all copies of such User Content in your possession or control, including on any social media platform, and take any other action we reasonably request to assist in locating and removing the User Content, including identifying each recipient of such User Content.

7. INTERACTIONS WITH OTHER USERS.

7.1 User Responsibility. You are solely responsible for your interactions with other Members and any other parties with whom you interact; provided, however, that we reserve the right, but have no obligation, to intercede in disputes. You agree that Verix will not be responsible for any liability incurred as the result of such interactions.

7.2 Content Provided by Other Users. The Services may contain User Content provided by other Members. Verix is not responsible for and does not control User Content. Verix has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Members at your own risk.

8. FEES AND PURCHASE TERMS.

8.1 Fees. Registering for the Services is free; however, we may charge certain fees for various transactions and/or a single or recurring subscription through your use of the Services ("**Fees**") as set forth at point of sale. All pricing and payment terms for Digital Goods are as indicated at point of sale or otherwise on the Services, and any payment obligations you incur are binding at the time of purchase. Except as otherwise set forth on the Services or as required by applicable law, all Fees are non-cancellable and non-refundable. You may not substitute any other currency for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency shall impact or excuse your obligations with respect to any purchase.

8.2 Payment. You agree to pay any fees or charges incurred by your Account in accordance with the fees, charges and billing terms then-currently in effect. You may be required to provide us or our Payment Processor(s) (as defined below) with a valid credit card, Digital Profile address, bank account information, or other payment provider account ("**Payment Provider**") as a condition to accessing certain Services. Your Payment Provider agreement governs your use of the designated credit card or other account, and you must refer to that agreement, not this Agreement, to determine your rights and liabilities related thereto. By providing us with your credit card number or Payment Provider account and associated payment information, you agree that Verix is authorized to immediately invoice your Account for all fees and charges due and payable to us hereunder and that no additional notice or consent is required. You agree to immediately notify us of any change in your billing address or the credit card or Payment Provider account used for payment hereunder. We reserve the right at any time to change our fees, prices, and/or billing methods, either immediately upon posting on the Services or by e-mail delivery to you.

8.3 Subscription Services. Certain products or services offered on or through the Services may be provided for a fee or other charge, including services or features for which access and use is purchased on a time limited basis (each a “**Subscription**”). The fee for a Subscription will be billed by Verix or the applicable App Store at the start of your Subscription or, if applicable, at the end of any free trial period, and at regular intervals in accordance with your elections at the time of purchase. The timing of billing may change at any time. Your Subscription will continue to automatically renew indefinitely, including if you terminate your Account, until your Subscription is canceled in accordance with the Agreement. After your initial Subscription period, and again after any subsequent Subscription period, your Subscription will automatically renew on the first day following the end of such period (each a “**Renewal Commencement Date**”) and continue for an additional equivalent period at Verix’ then-current price for such Subscription. You agree that your Account will be subject to this automatic renewal feature (even if you otherwise terminate your Account) unless you cancel your Subscription prior to the Renewal Commencement Date in accordance with any terms between you and the App Store. If you cancel your Subscription, such cancellation will be effective as of the end of your then-current Subscription term, and your Subscription will not be renewed thereafter. By purchasing a Subscription, you authorize the applicable App Store or Verix to charge your Payment Provider in accordance with your selected Subscription. Upon renewal of your Subscription, if the App Store or Verix does not receive payment via your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand and/or (ii) you agree that the App Store or Verix may either cancel or suspend your Subscription and continue to attempt to charge your Payment Provider until payment is received.

8.4 Taxes. Any payments required may not include any Sales Tax (or other taxes levied on sales) that may be due in connection with the Services provided. If Verix determines it has a legal obligation to collect a Sales Tax from you, Verix shall collect such Sales Tax in addition to the other payments required. If any Services or products, or payments for any Services or products, are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Verix, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Verix for any liability or expense Verix may incur in connection with such Sales Taxes. Upon our request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “Sales Tax” shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax. You are solely responsible for determining what, if any, taxes apply to transactions involving Your Content, other User Content, Digital Goods, or any other use of the Services that you undertake. Neither Verix nor any Verix Party is responsible for determining the taxes that may apply to such transactions. You are solely responsible for paying any such taxes and Verix shall have no liability to you or any third party with respect thereto.

Verix shall issue a Form 1099 and/or any other documentation reasonably required in connection with taxes that may be applicable to your use of the Services.

8.5 Withholding Taxes. You agree to make all payments of fees to us free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Verix will be your sole responsibility, and you will provide Verix with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

8.6 Free Trials and Other Promotions. Any free trial or other promotion must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the applicable Service is prohibited unless you pay the applicable fees. You may not combine promotions, unless specifically permitted by Verix.

8.7 Payment Terms and Refund Policy. EXCEPT AS AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW, ALL PAYMENTS MADE TO VERIX FOR ANY PRODUCTS, DIGITAL GOODS, SERVICES, SUBSCRIPTIONS, OR PROGRAMS ARE FINAL AND NON-REFUNDABLE. UNDER NO CIRCUMSTANCES WILL VERIX PROVIDE A REFUND OR CREDIT, WHETHER FOR PARTIALLY USED SUBSCRIPTION PERIODS, UNUSED SERVICES, OR ANY OTHER REASON.

FURTHERMORE, ONCE PAYMENT IS MADE, NO CANCELLATION OF THE PURCHASE, SUBSCRIPTION, OR PROGRAM ENROLLMENT WILL BE PERMITTED FOR ANY REASON WHATSOEVER, EXCEPT AS REQUIRED BY APPLICABLE LAW.

IT IS THE SOLE RESPONSIBILITY OF THE USER TO REVIEW THE SUITABILITY AND RELEVANCE OF THE PRODUCT, SERVICE, OR PROGRAM BEFORE MAKING PAYMENT.

9. ASSUMPTION OF RISK RELATED TO BLOCKCHAIN TECHNOLOGY.

You acknowledge and agree that:

9.1 You are solely responsible for determining what, if any, taxes apply to transactions involving your Digital Goods. Neither Verix nor any other Verix entity is responsible for determining the taxes that may apply to transactions involving Digital Goods.

9.2 Digital Goods exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such Digital Goods. Any transfer of Digital Goods occurs within the supporting blockchain. Verix makes no representations or warranties about the quality or availability of any supporting blockchain.

9.3 There are risks associated with using Digital Goods including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital Profile.

9.4 The legal and regulatory regime governing blockchain technologies, and Digital Goods is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of Digital Goods.

9.5 There are risks associated with receiving or purchasing Digital Goods, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, errors of User inputs and assets that may become non transferable. Verix has no responsibility for any counterfeit assets that mimic Verix assets. Verix does not encourage or promote resale of Digital Goods issued to Users by Enterprizes. In the event a User transfers or resells the Digital Goods issued to him / her, he / she will indemnify Verix of any liability arising out of the same.

9.6 Verix reserves the right to hide Digital Goods and other assets that Verix suspects or believes may violate this Agreement. Digital Goods you purchase may become inaccessible on the Services. Under no circumstances shall the inability to view any assets on the Services serve as grounds for a claim against Verix.

9.7 Verix has no responsibility for the Digital Goods sold, or bought on the Services. Verix does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Digital Goods created or traded on the Services. For the avoidance of doubt, Verix shall

have no responsibility for any failure of any Member or Enterprize to comply with any terms regarding the authenticity, originality, uniqueness, scarcity or other description or characteristics of the Good furnished by or on behalf of that Member or Enterprize and available via the Services.

10. RELEASE.

You hereby release Verix, its parents, subsidiaries, affiliates, officers, founders, directors, shareholders, employees, investors, agents, partners and licensors, but excluding any users (each a **“Verix Party”** and collectively the **“Verix Parties”**) and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Services, including but not limited to, any interactions with or conduct of other Members or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of the Services. If you are a California resident, you hereby waive California Civil Code Section 1542, or any similar law or rule of any jurisdiction which states in substance, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Without limitation of the foregoing, you expressly release the Verix Parties from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed under this Agreement or otherwise, arising out of or in any way connected with disputes between you and any other user of the Services. To the extent required by applicable law, the foregoing release may not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Verix Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services, for which such Verix Party shall be solely responsible.

11. INDEMNIFICATION.

You agree to indemnify and hold harmless Verix and the Verix Parties from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Services; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Members; (e) your purchase or attempt to purchase Digital Goods on or through the Services; (f) your sale or attempt to sell Digital Goods on or through the Services; or (g) your violation of any applicable laws,

rules or regulations. Verix reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Verix in asserting any available defenses. This provision does not require you to indemnify any of the Verix Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

12. DISCLAIMER OF WARRANTIES AND CONDITIONS.

12.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE VERIX PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICES. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM YOUR USE OF THE SERVICES INCLUDING WITHOUT LIMITATION: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL PROFILE FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR DIGITAL GOODS.

(a) VERIX PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, INCLUDING WITHOUT LIMITATION TO MALFUNCTION OF ANY HARDWARE OR EQUIPMENT, MAINTENANCE, PERIODIC UPDATES TO OR REPAIR OF THE SERVICES, WEBSITES OR APPLICATION; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS OR MODIFICATION THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. VERIX MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VERIX OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, VERIX MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT VERIX’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

(f) WE DO NOT GUARANTEE THAT ANY DIGITAL GOODS OR DIGITAL GOODS ACCESS SERVICES WILL BE AVAILABLE AT ALL TIMES, IN ALL LOCATIONS, OR AT ANY GIVEN TIME, OR THAT WE WILL CONTINUE TO OFFER A PARTICULAR SERVICE, DIGITAL GOODS, OR LIMITED CONTENT FOR ANY PARTICULAR LENGTH OF TIME. WE DO NOT GUARANTEE THAT DIGITAL GOODS OR DIGITAL GOODS ACCESS SERVICES WILL BE INTEROPERABLE WITH OR ACCESSIBLE THROUGH ANY THIRD-PARTY SERVICE PROVIDERS.

(g) YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHAT, IF ANY, TAXES APPLY TO YOUR TRANSACTIONS ON OR THROUGH THE SERVICES. THE VERIX PARTIES ARE NOT RESPONSIBLE FOR DETERMINING ANY TAXES THAT MAY APPLY TO SUCH TRANSACTIONS.

(h) THERE ARE RISKS ASSOCIATED WITH USING DIGITAL GOODS, INCLUDING BUT NOT LIMITED TO, THE RISK OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO YOUR INFORMATION. BY CONTINUING TO USE THE SERVICES AND OBTAIN OR CREATE DIGITAL GOODS, YOU AGREE THAT YOU ARE AWARE OF SUCH RISKS.

(i)THE LEGAL AND REGULATORY REGIME GOVERNING DIGITAL GOODS, AND NEW REGULATIONS OR POLICIES MAY MATERIALLY ADVERSELY AFFECT THE DEVELOPMENT OF THE SERVICES AND THE UTILITY AND AVAILABILITY OF ANY DIGITAL GOODS.

(j)DIGITAL GOODS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE SUPPORTING BLOCKCHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE APPLICABLE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT VERIX OR ANY VERIX PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ITEMS. WE CANNOT AND DO NOT GUARANTEE THAT ANY DIGITAL GOODS WILL HAVE OR RETAIN ANY INHERENT VALUE OR INTELLECTUAL PROPERTY RIGHT, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY DIGITAL GOODS PURCHASED THROUGH THE SERVICES.

(k) VERIX DOES NOT OPERATE AS A MONEY SERVICE BUSINESS, BROKER, FINANCIAL INSTITUTION, CREDITOR, WALLET PROVIDER, PAYMENTS PROCESSOR OR EXCHANGE, AND DOES NOT MAKE ANY REPRESENTATION TO THE CONTRARY.

(l)VERIX DISCLAIMS ANY WARRANTY AS TO YOUR USE OR ACCESS OF YOUR VERIX PROFILE AND ANY FUNCTIONALITIES THEREIN.

12.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT VERIX PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD VERIX PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

(a) Verix makes no warranty that the goods or services provided by third parties will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Verix makes no warranty regarding the quality of any such Goods or services, or the accuracy, timeliness, truthfulness, completeness or reliability of any User Content obtained through the Services.

(b) We are not involved in the actual transaction between Buyers and Sellers or issuers and recipients or enterprise and Users. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of Items advertised, the truth or accuracy of User Content or listings, the ability or capacity of Sellers to sell Goods, the ability or capacity of Buyers to pay for Goods, or that Buyer or Seller will actually complete a transaction.

(c) We do not transfer legal ownership of or intellectual property rights in any Goods from the Seller to the Buyer. The Uniform Commercial Code § 2-401(2) applies to the transfer of ownership between the Buyer and the Seller, unless the Buyer and the Seller agree otherwise. Further, we cannot guarantee continuous or secure access to the Services and operation of the Services may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

12.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT VERIX DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES. VERIX MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. VERIX MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICES.

12.4 Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Verix to monitor such materials and that you access these materials at your own risk.

13. LIMITATION OF LIABILITY.

13.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL VERIX PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT VERIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (e) YOUR USE OF DIGITAL GOODS; (f) YOUR PERUSAL OF THE WEBSITE, APPS OR ANY OTHER PART OF THE SERVICES; OR (g) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

13.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, VERIX PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO VERIX BY YOU IN CONNECTION WITH THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES.

13.3 User Content. EXCEPT FOR VERIX'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN VERIX'S PRIVACY POLICY (available on www.verix.io), VERIX ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT, USER CONTENT, OR DIGITAL GOODS), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

13.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

13.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN AND THE CONSIDERATION BETWEEN US AND YOU.

14. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

It is our policy to terminate membership privileges of any Member or such Member's access to the Services, who repeatedly infringes copyright upon prompt notification to Verix by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for our Copyright Agent for notice of claims of copyright infringement is as follows: support@verix.io: Virtualness Corp., Rodus Building, P.O. Box 3093, Road Town, Tortola VG1110, British Virgin Islands.

15. MONITORING AND ENFORCEMENT.

Verix reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content, use or access of the Services, that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Verix; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, or assist by providing information for a valid law enforcement request for any illegal or unauthorized use of the Services; and/or (e) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.

If we become aware of any possible violations by you of the Agreement, we reserve the right to investigate such violations. If, as a result of the investigation, we believe that criminal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Verix is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including Your Content, in our possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Verix, its Members or the public, and all enforcement or other government officials, as Verix in its sole discretion believes to be necessary or appropriate.

16. TERM AND TERMINATION.

16.1 Term. The Agreement commences on the date when you accept these Terms of Service (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

16.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced, on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted these Terms of Service, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

16.3 Termination of Services by You. If you want to terminate the Services provided by Verix, you may do so by (a) notifying us at any time and (b) closing your Account for all of the Services that you use, provided, however, that notwithstanding any such termination and for the avoidance of doubt, the terms of this Agreement shall continue to apply with respect to any Digital Goods obtained hereunder. Your notice should be sent, in writing, to our address set forth below.

16.4 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live

databases, including without limitation any access to Digital Goods. Verix will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content, which may not be retrievable from then on. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, dispute resolution, warranty disclaimers, and limitation of liability.

16.5 No Subsequent Registration. If your registration(s) with, or ability to access the Services or any other Verix community, is discontinued by us due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Verix community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Verix reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

17. INTERNATIONAL USERS.

The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Verix intends to announce such Services or Content in your country, and Verix makes no representations that the Services are appropriate or available for use in your country. Those who access or use the Services do so at their own volition and are responsible for compliance with local law.

18. DISPUTE RESOLUTION

18.1 U.S. Users. If you live in or use the Services from the United States, this Section 18.1 applies to you. Please read this Section 18.1 (the “**Arbitration Agreement**”) carefully. It is part of your contract with Verix and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Verix agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or the Terms of

Service and prior versions of the Terms of Service, including claims and disputes that arose between us before the effective date of these Terms of Service (each, a **"Dispute"**) will be resolved by binding arbitration, rather than in court, except that: (1) you and Verix may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Verix may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms of Service as well as claims that may arise after the termination of these Terms of Service.

(b) Informal Dispute Resolution. There might be instances when a Dispute arises between you and Verix. If that occurs, Verix is committed to working with you to reach a reasonable resolution. You and Verix agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Verix therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet or confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (**"Informal Dispute Resolution Conference"**). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (**"Notice"**), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Verix that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to the contact information set forth in Section 18. The Notice must include: (1) your name, telephone number, mailing address, e-mail address and/or Digital Profile address (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

(c) Waiver of Jury Trial. YOU AND VERIX HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A

TRIAL IN FRONT OF A JUDGE OR A JURY. You and Verix are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(d) Waiver of Class and Other Non-Individualized Relief. YOU AND VERIX AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 18.1(i), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 18.1(i) entitled “Batch Arbitration.” Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, “Waiver of Class and Other Non-Individualized Relief,” are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Verix agree that, that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of New York. All other Disputes shall be arbitrated or litigated in small claims court, as applicable. This subsection does not prevent you or Verix from participating in a class-wide settlement of claims.

(e) Rules and Forum. The Terms of Service evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Verix agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“**AAA**”), in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available [here](#) . A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration (if applicable) as well as the applicable Digital Profile address; (2) a statement of the

legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount being claimed, in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions and damages sought have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Verix otherwise agree, or the Batch Arbitration process discussed in subsection 18.1(i) is triggered, the arbitration will be conducted in New York, NY. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will mutually select an alternative arbitral forum in writing. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Verix agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

(f) Arbitrator. The arbitrator will either be a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 18.1(i) is triggered, the AAA will appoint the arbitrator for each batch.

(g) Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the jurisdiction, enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent

jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration” .The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

(h) Attorneys’ Fees and Costs. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Verix need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.

(i)Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Verix agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature and subject matter filed against Verix by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final and binding award (“**Batch Arbitration**”). All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the

AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by the disagreeing party. You and Verix agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

(j) Invalidity, Expiration. Except as provided in the subsection entitled “Waiver of Class and Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Verix as detailed in this Arbitration Agreement must be initiated via a Request for arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

(k) Modification. Notwithstanding any provision in these Terms of Service to the contrary, we agree that if Verix makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change becoming effective by writing to Verix at the address set forth in the Notice section, your continued use of the Verix Services, including the acceptance of products and services offered on the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms of Service and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, or these Terms of Service, the provisions of this Arbitration Agreement as of the date you first accepted the Terms of Service (or accepted any subsequent changes to these Terms of Service) remain in full force and effect. Verix will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms of Service.

(l) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(m) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Verix.

18.2 Other Users. If we make Services available to users in your non-U.S. jurisdiction, you may have additional rights, privileges and/or restrictions arising under this Agreement, including without limitation the right to have disputes between you and us heard in the courts of your jurisdiction of domicile.

19. THIRD-PARTY SERVICES.

19.1 Third Party Payment Processing. Payment processing for the Services will be performed by our third-party payment processors (each, a **“Payment Processor”**) (e.g., card acceptance, merchant settlement, Digital Wallet management, and related services). Your use of the Services and the payment processing provided by the Payment Processor is subject to your agreement(s) with the applicable Payment Processor for such Services and payment processing, as may be modified by the Payment Processor from time to time (collectively, **“Payment Processor Agreement”**). As a condition of using the Payment Processor’s payment processing, you must provide accurate and complete information, and you authorize us to share this information with the Payment Processor “as is” and to charge your payment method for all amounts that may become due under this Agreement. All bank, credit card, or other payment information is sent directly to and stored with the Payment Processor using its security protocols. Verix does not store your fiat payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of the Payment Processor’s payment processing is conditioned upon your compliance with the Payment Processor Agreement, and if the Payment Processor Agreement is terminated by the Payment Processor, you may not be able to use the Services, or you may have your use of the Services suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.

19.2 Third-Party Websites, Applications and Ads. The Services may contain links to third-party websites (“**Third-Party Websites**”), applications (“**Third-Party Applications**”) and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Verix. Verix is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. Verix provides these Third-Party Websites, Third-Party Applications and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, Third-Party Applications, or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

19.3 Accessing and Downloading the App from the Apple App Store.

The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Agreement is concluded between you and Verix only, and not Apple, and (ii) Verix, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever

with respect to the App Store Sourced Application. As between Verix and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Verix.

(d) You and Verix acknowledge that, as between Verix and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Verix acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Verix and Apple, Verix, 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 the Agreement.

(f) You and Verix acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

20. GENERAL PROVISIONS.

20.1 Electronic Communications. The communications between you and Verix may take place via electronic means, whether you visit, use or access the Services or send Verix e-mails, or whether Verix posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we

provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq..

20.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

20.3 Force Majeure. Verix shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, earthquakes, floods, pandemics, epidemics, geographic restrictions, major instability or disconnection from the internet, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

20.4 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at: support@verix.io. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

20.5 Exclusive Venue. Subject to Arbitration as per section 18, to the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and we agree that all claims and disputes arising out of or relating to the Agreement will be litigated in the state or federal courts located in New York, NY, and you submit to the jurisdiction of these courts to the exclusion of all other courts or venues.

20.6 Governing Law. YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

20.7 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

20.8 Notice. Where Verix requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required / permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the following address: support@verix.io; Virtualness Corp., Rodus Building, P.O. Box 3093, Road Town, Tortola VG1110, British Virgin Islands. Such notice shall be deemed given when received by Verix by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

20.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

20.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

20.11 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone in the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government or any other government's list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by us are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer our products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

20.12 Consumer Complaints. In accordance with California Civil 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.

20.13 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

VERIX ENTERPRIZE TERMS

These Enterprize Terms (“**Enterprize Terms**”) govern your access to and use of the Verix Enterprize platform as made available by Virtualness Corp., the company that owns, manages and operates Verix (“**Verix**”) at <https://www.verix.io/> and as updated from time to time (the “**Enterprize Platform**”). Capitalized terms used, but not defined, in these Enterprize Terms shall have the meanings set forth in the Verix Platform User Terms of Service <https://www.verix.io/>, which are hereby incorporated herein (“**T&Cs**,” and along with these Enterprize Terms, collectively, the “**Agreement**”). In the event of a conflict between a term or condition set forth in these Enterprize Terms and a term or condition set forth in the T&Cs, the term or condition set forth in these Enterprize Terms shall control. If you use the Enterprize Platform on behalf of a business, organization, or other entity: (i) the terms “you” and “Enterprize” as used herein shall refer to such entity, and (ii) you represent and warrant that you have the authority to enter into this Agreement personally and on behalf of such entity, and to bind such entity to this Agreement. By clicking “I agree,” or otherwise accessing and using the Enterprize Platform, you acknowledge and agree that you have read, understand, and agree to be bound by this Agreement.

1. OVERVIEW

The Agreement sets forth certain terms pursuant to which you can use the Enterprize Platform to create, issue, certify and / or verify Digital Goods (as defined below),

engage with users, and use Design Tools (as defined below), and offer Digital Goods and credentials for sale through the Services.

1. Your License from Verix. Subject to your compliance with the terms of the Agreement, Verix grants you a limited, non-exclusive, non-sublicensable and non-transferable right to access and use the Enterprize Platform (including without limitation any Design Tools enabled thereby).

1. Digital Goods. The Enterprize Platform enables you to create and offer for sale, unique digital goods and any non-digital products, services, benefits, and/or Digital Goods Access Services to be furnished in connection with such Digital Goods (“**Off-Chain Benefits**,” collectively with the Digital Goods). The Digital Goods may (i) embody, be associated with, and/or otherwise utilize works of authorship, trademarks, publicity rights and/or other intellectual property owned or controlled by you (“**Enterprize IP**”) and/or (ii) include Off-Chain Benefits, all of which shall be furnished by you at your sole expense. You shall specify via the Enterprize Platform the following details for each issue of a Digital Good hereunder: (i) the nature of each issue (e.g., general, personalized, paid, free. etc.), (ii) any Off-Chain Benefits associated therewith, if any (iii) any rights or restrictions related to Verix and/or any user’s, or owner’s use and/or exploitation, ownership, display, etc. thereof, and (iv) the proposed date(s) of each issue (as defined below) thereof.

1. Design Tools. The Enterprize Platform may make available certain proprietary layouts, formatting tools, and other templates that enable you to customize and format your Enterprize Content (collectively, the “**Design Tools**”). The Design Tools are made available “AS IS” and “WITH ALL FAULTS,” and Verix shall have no liability to you arising from or related to your use of the Design Tools or any Enterprize Content processed through or modified by such Design Tools. Verix specifically disclaims any representations and warranties of title, non-infringement, or fitness for a particular purpose, whether express, implied, or statutory, in the Design Tools and any Enterprize Content processed or modified thereby or therethrough. You agree to defend, indemnify and hold harmless the Verix Parties from and against any third-party claims arising from or related to your use of the Design Tools, including without limitation any claims that the Design Tools or any Enterprize Content incorporating such Design Tools infringes the intellectual property rights of any third party.

1. Enterprize Dashboard. Subject to your compliance with the terms of the Agreement, Verix grants you a limited, non-exclusive, non-sublicensable and nontransferable right to access and use the proprietary end user analytics dashboard offered in connection with the Services. Enterprize agrees to abide by any limitations or restrictions with respect to any data made available to Enterprize on or through such dashboard ("**Data**") and to pay any fees then-currently charged by Verix in connection with Enterprize's access to or use of such Data. Subject to the foregoing sentence, Verix grants Enterprize a non-exclusive, non-transferable, fully-paid, right and license to access and use such Data for Enterprize's personal and/or internal business purposes, including to use such Data to offer, promote, or provide Digital Goods, credentials and Off-Chain Benefits to Members. With respect to any such Data that constitutes personal data, personal information, personally identifiable information or similar information under applicable privacy or data security laws (collectively, "**Personal Information**"), Enterprize shall not sell Personal Information. Enterprize shall comply with all applicable law in connection with Enterprize's access to and use of Personal Information, and shall use no less than reasonable security measures appropriate to the nature of any Personal Information in its possession or control to protect the Personal Information from unauthorized access, use, or disclosure. The parties acknowledge and agree that Enterprize's access to any Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement. Enterprize hereby certifies that it understands its obligations under this Section and will comply with them.

1. Our License from You. You grant to Verix the non-exclusive, worldwide, royalty-free, sublicensable right and license to use the trademarks, service marks, publicity rights, privacy rights, names, images, likenesses, biographical details, indicia of identity, and logos specified by you ("**Enterprize Marks**"), as well as your Enterprize IP, in connection with (i) your use of the Enterprize Platform and the creating, and offering of Digital Goods hereunder, (ii) your use of Enterprize Tools or Digital Tools and the offering and sale of any Goods hereunder; (iii) any advertising and/or promotional activities for the Digital Goods and/or credentials that Verix, in its sole discretion, elects to undertake; and (v) Verix's advertisement and promotion of itself and its products and services, as well as in connection with exercising Verix's rights hereunder. All uses of Enterprize Marks will inure to your benefit.

1. Third-Party Beneficiaries. You acknowledge and agree that each owner of the Digital Goods to be created and/or offered hereunder shall be an intended third-party beneficiary of this Agreement for the purposes of enforcing such owner's rights with respect to Enterprize IP and/or any Off-Chain Benefits. You further agree that Verix shall not be a party to or have any responsibility or liability for, arising out of, relating to, associated with or resulting from any disputes between you and any owner of a Digital Goods with respect to the

use, misuse, provision or failure to provide any Enterprize IP and/or any Off-Chain Benefits.

2. FEES

1. Digital Goods Sales.

Sale Fee. Verix will retain a platform service fee of a fixed amount and/or of a percentage of the total consideration paid for a Digital Goods in a sale, in each case as set forth on the Services.

1. **Processing Fees.** All creating and sales of Digital Goods are subject to the following fees ("**Processing Fees**"): any credit card charge-back, credit card processing, fees charged by app stores, platform fees or other fees then-currently assessed by Verix in connection with the Digital Goods (as indicated on or through the Service), including any transaction fees incurred by Verix. Processing Fees will be your sole responsibility and will be deducted from the Proceeds (as defined below) payable to you.

1. **Design Tools Fees.** Fees may be due to Verix in connection with your use of the Design Tools. All such fees will be set forth on the Services in connection with the applicable Design Tools and may be subject to change.

3. PAYMENT

The proceeds of any sale (hereinafter referred to as, "**Proceeds**") (minus any applicable Processing Fees) will be due and payable to you within 90 days of Verix's receipt of consideration in connection with each such sale. Verix shall pay any Proceeds to you in accordance with Verix's then-current policies.

1. **Payment Providers.** You must use the Enterprize Platform to provide Verix with a digital Profile address supported by the Service. If you are located in a

territory supported by the cross-border payouts tool of Verix's payment processor, you may sign up for a compatible account or use an existing compatible account to integrate with the Enterprize Platform, and Verix will transfer any Proceeds payable to you to such account. If you use another banking or payments tool supported by Verix, you may be able to use the Enterprize Platform to provide such banking or payment account information to Verix, and, if supported, Verix will transfer to such an account any applicable Proceeds payable to you. Verix shall have no liability arising out of or relating to the digital Profile address, payment provider information, or other banking or payment account information provided by you (e.g., any errors, circumstances, acts or omissions resulting in loss of funds).

1. Appointment of Verix as Limited Payments Agent. By using the Enterprize Platform, you hereby appoint Verix as your limited payments agent for the sole purpose of receiving, holding and settling payments due and owed to you arising out of (i) the creation of Digital Goods through the Service; and (ii) any sale of Digital Goods. Verix will process such payments and settle payments that are actually received by Verix, less any amounts owed to Verix, including taxes, fees and other obligations, and subject to the terms of this Agreement. You agree that a payment received by Verix, on your behalf, satisfies the payor's obligation to make payment to you, regardless of whether Verix actually settles such payment to you. If Verix does not settle any such payments as described in this Agreement to you, you will have recourse only against Verix and not the payor, as payment is deemed made by the payor to you upon constructive or actual receipt of such payment by Verix.

4. END USER SUPPORT

You acknowledge and agree that you, and not Verix, are solely responsible for providing support to end users in connection with your use of the Enterprize Platform for the creating and sale of any Digital Goods, the provision of any Off-Chain Benefits, and the sale of any credentials. Subject to the terms of this Agreement and Verix's applicable Privacy Policy and procedures, you may make available to Verix certain information provided to you by end users, including such end users' email addresses, usernames, social media username(s), and payment details, each solely to the extent such information is made available to you. Verix has no independent obligation to collect such information from end users. While Verix may in its sole discretion elect to provide technical support to end users in connection with the sale of any Digital Goods, Verix has no obligation to you to provide any such support.

5. BUYER DISPUTES

You acknowledge and agree that Verix is not a party to any agreement between you and the buyer of any Digital Goods that you create using the Enterprize Platform or any credentials offered by you through your Design Tools. In the event of a dispute between you and any third party related to your Digital Goods or credentials, including without limitation any dispute between you and a payment services provider, Verix will not be a party to any such dispute.

YOU ARE SOLELY RESPONSIBLE FOR DISPUTE RESOLUTION IN CONNECTION WITH YOUR USE OF THE ENTERPRIZE PLATFORM TO CREATE AND SELL DIGITAL GOODS OR TO SELL CREDENTIALS. VERIX DOES NOT PROVIDE REFUNDS TO ANY PARTY IN CONNECTION WITH THE CREATING, PURCHASE, OR SALE OF DIGITAL GOODS OR THE PURCHASE OR SALE OF CREDENTIALS

You are solely responsible for communicating these policies to end users in connection with the creating and sale of your Digital Goods and the sale of credentials through your Design Tools, and you shall have no recourse against Verix in connection with any claims that arise from disputes between you and any third party.

6. PROMOTION

You agree to perform in good faith any advertising or promotional obligations that you undertake with respect to your use of the Enterprize Platform. You are solely responsible for ensuring that your use of the Enterprize Platform, and all marketing and promotional activity that you undertake in respect thereof, complies with all applicable laws, rules, and regulations.

7. EXCLUSIVITY

You acknowledge and agrees that, as a condition to Verix entering into this Agreement, you shall not, nor shall you cause or permit any third party to, directly or indirectly, create any Digital Goods that is identical, reasonably similar to, competitive with, or that embodies Enterprize IP identical or similar to, or competitive with, the Digital Goods created hereunder.

8. DISCLAIMER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE ENTERPRIZE PLATFORM IS PROVIDED “AS IS,” WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, VERIX MAKES NO WARRANTIES REGARDING YOUR ENJOYMENT OF THE PLATFORM OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE ENTERPRIZE PLATFORM IS EXPERIMENTAL, HAS NOT BEEN GENERALLY RELEASED, AND MAY CONTAIN DEFECTS AND DEFICIENCIES THAT VERIX CANNOT OR WILL NOT CORRECT, AND THAT VERIX SHALL HAVE NO OBLIGATION TO CONTINUE OFFERING THE ENTERPRIZE PLATFORM OR TO RELEASE ANY PART OF THE SERVICE AS A FINAL PRODUCT.

9. INDEMNIFICATION

ENTERPRIZE SHALL INDEMNIFY AND HOLD HARMLESS VERIX, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, FOUNDERS, DIRECTORS, CONSULTANTS, SHAREHOLDERS, EMPLOYEES, INVESTORS, AGENTS, PARTNERS AND LICENSORS (BUT EXCLUDING ITS USERS) (THE “**VERIX INDEMNITEES**”) FROM AND AGAINST, AND SHALL COMPENSATE AND REIMBURSE EACH OF THE VERIX INDEMNITEES FOR, ANY EXPENSES INCURRED AND/OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY SUFFERED AT ANY TIME BY ANY OF THE VERIX INDEMNITEES OR TO WHICH ANY OF THE VERIX INDEMNITEES MAY OTHERWISE DIRECTLY OR INDIRECTLY BECOME SUBJECT AT ANY TIME AND WHICH ARISE DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF, OR ARE DIRECTLY OR INDIRECTLY CONNECTED WITH: (A) ANY ACT OR OMISSION ATTRIBUTABLE TO THE FURNISHING OF (OR THE FAILURE TO FURNISH) ANY OFF-CHAIN BENEFITS OR CREDENTIALS, OR INVOLVING ANY THIRD PARTY IN CONNECTION WITH THE CREATING, LISTING, BUYING OR SELLING OF ANY DIGITAL GOODS HEREUNDER, INCLUDING WITHOUT LIMITATION ANY END USER DISPUTES; (B) ANY BREACH OR INACCURACY OF ANY OF THE REPRESENTATIONS AND WARRANTIES MADE BY ENTERPRIZE; (C) ANY BREACH OR NON-PERFORMANCE OF ANY COVENANT OR AGREEMENT MADE BY ENTERPRIZE; (D) ANY ENTERPRIZE IP, INCLUDING CLAIMS THAT ANY SUCH ENTERPRIZE IP INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (E) ENTERPRIZE’S USE OR MISUSE OF ANY PERSONAL INFORMATION; OR (F) ENTERPRIZE’S USE OR MISUSE OF THE VERIX PLATFORM.

10. TERM AND TERMINATION

This Agreement shall continue until terminated. Enterprize may terminate this Agreement at any time upon written notice or by closing Enterprize's Account. Verix may terminate this Agreement at any time and for any reason or no reason, upon notice to Enterprize. Any obligations of Enterprize incurred prior to termination, including without limitation any obligations to end users of the Verix Platform incurred in connection with the offering and/or sale of Digital Goods hereunder, shall survive the expiration or earlier termination of this Agreement. In the event of Enterprize's material failure to perform Enterprize obligations as set forth in the foregoing sentence, whether before or after termination of this Agreement, no further payments shall be made to Enterprize by Verix. Except as otherwise may be set forth herein, Sections 1(e)-(f), 2-5, and 7-11 shall survive the expiration or termination of this Agreement.

11. GENERAL

This Agreement may not be transferred or assigned by Enterprize, whether by operation of law or otherwise, without the prior written consent of Verix. The parties hereto recognize and agree that they anticipate that any sales, value-added tax ("**VAT**") and other indirect taxes applicable to the sales contemplated under this Agreement shall be charged to the ultimate buyer in any sale. Notwithstanding the foregoing, if the applicable sales, VAT or indirect tax is imposed under law on Verix or Verix is treated as a withholding agent in connection with any such taxes, and Verix is unable to collect such taxes from the ultimate buyer after commercially reasonable efforts, the parties agree that Enterprize shall bear and be responsible for such taxes. Verix shall have no obligation to indemnify and make whole Enterprize for any tax liability or penalty arising from any information reporting associated with the sale, license, or other distribution of any Digital Goods or credentials through the Platform. Neither party shall be liable for any delay or failure in performance due to acts of God including, earthquakes, floods, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics (including COVID-19), and similar occurrences beyond its control, whether or not foreseeable. Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of a delay which is excusable under this provision. This Agreement together with any attachments constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party hereto. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.