

Effective Date: July 29, 2021

1. Introduction

These Terms of Use (“the Terms”) constitute a legally binding agreement between you (“you,” “your” or “User”) and Springcoin, Inc. d/b/a Spring Labs (“we”, “our”, “us” or “Company”) and govern your use or purchase of Company’s products and services through our website or any other online method of services we provide (collectively, the “Services”). Services are provided solely for use by you. By accessing or using our Services, you expressly consent and agree to be bound by and comply with these Terms.

In addition, any Personal Data (defined below) you submit for the Services are governed by our Privacy Policy set forth here ky0x.com/privacy-policy and which terms you hereby acknowledge. Our privacy policy describes what data we collect, and how we use, store, or share your personal data.

If you are using these terms on behalf of a business, you represent to us that you have the authority to bind that business or entity to these Terms, and that business accepts these terms. We encourage you to read these Terms carefully and use them to make informed decisions.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT,
YOU MAY NOT USE OR ACCESS THE SERVICES**

2. Definitions

Capitalized terms shall have the meanings assigned to them in these Terms, unless the context requires otherwise.

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a party, where control is defined as the direct or indirect power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise.

“AML” stands for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

“Authorized User” any person granted express or implied authority to use, access, or make decisions regarding or submit information pertaining to the Services.

“Blockchain” means a system in which records of transactions made in Digital Assets are maintained across several computers that are linked in a peer-to-peer network.

“Confidential Information” means all confidential information disclosed by a party or its representatives (“Disclosing Party”) to the other party or its representatives (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

“Data Protection Law” means any applicable privacy and data protection laws (including, where applicable, the California Consumer Privacy Act of 2018 and the General Data Protection Regulation (EU) 2016/679 of April, 27 2016 (“GDPR”)) as may be amended from time to time

“Digital Asset” means a digital representation of value in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets, operating independently from a central bank.

“Eligible Digital Assets” means the types of Digital Assets we may choose to accept and support from time to time, which are subject

to change in our sole discretion, based on business and regulatory considerations.

“Fiat”, when used in reference to money or currency, means any money that a recognized government declares as legal tender, and has value only because such government maintains its value.

“KYC” stands for Know Your Customer (or Client), which means the process of a business verifying the identity of its customers or clients and assessing potential risks of illegal intentions for the business relationship.

“Personal Data” means information that, alone or in combination with other information provided to Company, can be used to identify (whether directly or indirectly) an individual person

“Wallet” means a User’s designated personal account via a device, physical medium, program or a service which stores your public and/or private keys for cryptocurrency transactions. In addition to this basic function of storing the keys, a cryptocurrency wallet more often also offers the functionality of encrypting and/or signing information.

3. Eligibility and Proof of Identity

In order to use the Services to connect and verify your wallet, you represent and confirm (1) you are at least eighteen (18) years of age or older (for US based users) or at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (2) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Company is not obligated to accept any information from any user and has sole and absolute discretion to accept or reject submission to perform Services. Company has no responsibility or liability unless and until Company provides written confirmation that its Services have been performed for such user.

Services are not available where prohibited by law or by Company policy, as updated from time to time; currently, such places include

the countries of Iran, North Korea, Sudan, South Sudan, Syria, Cuba, or any other country against which the United States imposes financial sanctions or embargoes.

Be advised that in some jurisdictions, due to regulatory considerations, Company may not provide part or all of the Services.

Due to changing regulatory requirements and interpretations in the Digital Assets markets, Company will use its sole and absolute discretion to revise the list of prohibited jurisdictions and/or reject specific applications and/or use part or all of the Services, where Company determines that regulatory or policy reasons prevent Company from being able to offer its Services.

When you engage Services, we will ask for documentation and information, including but not limited to copies of your government-issued identification document (e.g. Passport, driver's license). For corporate entities, we may require identification information related to the directors, officers, or equity owners of the business. We may also gather and use information about you from third parties, to help us confirm your identity, perform our Services. You represent and warrant at all times that any and all information provided by you to us is true, accurate, and not misleading in any respect. If any such information changes, it is your obligation to provide the new information to us as soon as practicable following such change.

4. Nature of e-Services

A. Identity Verification

User will be required to take a photograph of their identification through the Service. If none of the photos taken by User enable the identification of the User's identification document, you shall be redirected to the beginning of the verification process, and may be required to submit additional documentation. You are solely responsible for the Personal Data you provide and for securing your passwords, hints, or any other codes that you use to access the Services. You acknowledge, accept, and confirm all information you submit is accurate, verified, error free, and you

have the express authority to submit the personal information. Company is not responsible for any loss or compromise of your access information and/or your personal information, or for any loss that you may sustain due to compromise of your access information and/or personal information. Company is also not responsible for any inaccurate, false, or erroneous information you submit. **By submitting, providing, or otherwise sending your data you consent to Company's use and transfer of your data to complete the identity verification services.**

Verification Outputs - After carrying out the verification process and checking the Personal Data, Company shall provide either a positive verification or a negative verification. A positive verification means the document photo and the User's portrait photograph are clear and readable, the User's appearance matches the image on the document, there is no data about the manipulation of the technical data or any other non-compliance of the submitted data. A negative verification means the verification of the User could not be confirmed for any of the following reasons: (1) User submitted data that does not comply with the personal identification data available in the personal identification documents database, or does not match other information or data obtained in the course of the verification process; (2) the User refuses to follow instructions given as to framing and proportions of the User's face and document, or (3) there are circumstances that refer to the suspicion of criminal activities. Should Company receive a negative verification result, Company will not administer the AML/Wallet verification. Company will notify you of a verification issue - and if the issue is not resolved - Company will discontinue all further Services.

Posting on Blockchain: During the onboarding process, neither the positive nor the negative verification will be posted to blockchain. However, Company will post on the blockchain a negative result if there has been a change in your KYC status.

By submitting, providing, or otherwise sending your data you consent to Company's use of your data to complete KYC verification services.

B.AML/Wallet Verifications

Ky0x AML Services, including wallet verifications, screen against real-time risk databases of people and companies. The data shall be exclusively used to prevent money laundering, fraud, sanctions breaches, bribery, and corruption. The AML services shall not be used for pre-employment screening or credit referencing. Company shall only provide AML Services if your identity has been verified.

By submitting, providing, or otherwise sending your data you consent to Company's use of your data to complete the AML/Wallet verification services.

You confirm an individual wallet is owned by only one natural person or corporate entity who is and will continue to be the person authorized actor to take any action. By providing information about an Individual Wallet, you represent and warrant that you are and shall at all times continue to be the sole beneficial owner of the Wallet and user of all Services facilitated or generated therefrom.

Outcomes. - After verification of your identity, Company will utilize the Personal Data you provided and one of four outcomes will be returned: (1) Low Risk, (2) Medium Risk, (3) High Risk, and (4) Review Required. Definitions below.

Posting on Blockchain: If your score is returned either low risk or medium risk, it will be posted to the blockchain. If your score is returned as either High Risk or Review Required, you will receive a notification that there was a "potential risk" related to your information. High Risk and Review Required outcomes will **not** be posted to the blockchain. You will be directed to support or to try again if you require further information/

Low Risk – Low Risk means the verification results detected no hits on included AML lists and little to no attribution resulting from the wallet review.

Medium Risk – Medium Risk means the verification results detected one interaction with a high risk wallet within one hop.

No further interactions were detected. No hits detected on included AML lists.

High Risk – High Risk means the verification results detected both (1) one or more hits on an AML list, and (2) the wallet has transacted two or more times with either high risk or sanctioned entities. Attribution data may exist that attributes it to sanctioned entity or labels it as Criminal, Dark Market, Gambling, Malware, Ransomware, or Mixer. Company recommends proceeding with extreme caution if at all.

Review Required – Review Required results detected one or more hits on an AML list. In some instances the results also detected one interaction with a high risk wallet within one hop. Additional review by either third party or you is required. Company will not be conducting further review.

Company is not an end-to-end KYC/AML solution, but rather is a tool to enhance and assist with KYC/AML obligations.

C. Support for Services

Support Service: Company will, during the Term, make commercially reasonable efforts to provide support services. User may request support services by submitting a support request to support@ky0x.com or any other email address notified to User by Company from time to time. Each support request shall include a description of the problem and the start time of the incident and/or the time when the User became aware of the incident. Company will not have support service obligations where errors arise from improper use, misuse, or unauthorized alteration of the Service, unavailability of third-party database or service.

We will not be liable for publishing or using any information we receive from you or any assessments or verification responses derived as a result of the information we received from you, even if it was not authorized by you, or if it was entered by mistake or is otherwise inaccurate. To verify the authenticity of any instruction or information we receive, we may require your signature or identification in any form we deem necessary; at our sole discretion, we may accept digital images and electronic signatures

for documents that need to be signed. You agree to reimburse us for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our following of your instructions to take any action related to Services.

5. Revisions, Disclosures and Notices

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a "Revised Version"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

You agree to Company's E-Sign Consent. We may provide disclosures and notices required by law and other information about the Services to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address you provided to Company. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact support@ky0x.com. If we are not able to support your request, you may need to terminate Services.

6. User Responsibilities

User's Responsibilities. User will (i) be responsible for meeting Company's applicable minimum system requirements for use of the Service; (ii) be responsible for compliance with this Agreement, (iii) be solely responsible for the accuracy, quality, integrity and legality of data provided to Company, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service under its account, and notify Company promptly of any such unauthorized access or use, (v) be responsible for any

network or internet connectivity required to access the Services over the internet and (vi) use the Service only in accordance with this Agreement, any applicable documentation, laws and government regulations, and any reasonable written instructions provided by Company to User. We may follow any instructions regarding your Services provided that we reasonably believe such instructions are authorized by you or the Authorized User.

Prohibitions. User will not (i) make the Service available to anyone other than Users, (ii) sell, resell, rent or lease the Services, (iii) upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any User, third party, or Company, (iv) upload files that contain viruses, Trojan horses, malware, viruses, worms, time bombs, corrupted files, or any other similar software that may harm or damage the operation of another's computer or the Service, (v) interfere with or disrupt the integrity or performance of the Company Service or third-party data contained therein.

7. User Restrictions

Restrictions. In addition to the other prohibitions set forth in this Agreement, User will not (i) create derivative works based on the Company Service, (ii) copy, frame or mirror any part or content of the Company Service, other than copying or framing on User's own intranets or otherwise for User's own internal business purposes in accordance with Company's applicable documentation, (iii) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any component of the Company Service is compiled or interpreted, or (iv) access the Company Service in order to build a competitive product or Service or to copy any features, functions or graphics of the Company Service, or (v) copy, store, possess or use in part or in whole the original data provided and made available on the Company Service except as explicitly allowed and provided in this Agreement and solely during the term hereof.

8. Ownership

Ownership of Personal Data. User reserves all of its rights, title and interest in and to the Personal Data it provides in connection

with the Services. User grants Company a non-exclusive, worldwide, royalty-free license to use any Personal Data to provide, improve, enhance, develop and offer the Services. User represents and warrants that: (i) it owns or has the right to make its Personal Data available to Company; and (ii) the posting and use of data on or through the Services will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or entity, or (B) breach any contract between User and a third party.

Ownership of Performance Data. Company owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs.

Ownership of Digital Assets. You hereby represent and warrant to us at all times during which you use the Services, you are validly authorized to carry out transactions and that all transactions initiated are for your own Digital Assets and not on behalf of any other person or entity.

9. Data Protection

In addition to agreeing and accepting Company's Privacy Policy on how your personal information will be collected, used, disclosed and transferred amongst other things, you also agree to and accept the [Ky0x Privacy Policy](#).

Security Data and Privacy. User understands that failure to protect Personal Data or Confidential Information may allow an unauthorized person or entity to access the Company Service. In addition, User acknowledges that Company generally does not have access to and cannot retrieve lost or deleted Personal Data. User agrees that: (i) User is solely responsible for collecting, inputting and updating all Personal Data; (ii) Company assumes no responsibility for the supervision, management or control of User's Personal Data; and (iii) Company assumes no responsibility for any fraudulent or unauthorized use of the software or any other portion of the Service. To the extent that Company has access to any personally identifiable information gathered from Users in connection with the Service, such information shall be governed

by the provisions of the Company Privacy Policy, a copy of which is available on the Company website at ky0x.com which Company may update from time to time.

Data Protection. In this Section, each party shall be individually and separately responsible for complying with the obligations that apply to it under Data Protection Law in connection with any Personal Data. To the extent Company has access to Personal Data, the parties acknowledge and agree that User will remain the data controller of its personally identifiable information at all times. Company will use any personally identifiable information to which it has access strictly for purposes of performing its obligations hereunder.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party or in connection with the performance of Services as set forth in this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of performing the Services as set forth in this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its Representatives who need such access for purposes consistent with the scope of Services as outlined in this Agreement and who are legally bound to protect such Confidential Information consistent with the requirements in performance of the Services in connection with this Agreement.

10. User Posted Information

User understands, acknowledges, and agrees that the Company will post identity and AML/KYC markers on the Ethereum blockchain. The markers will consist of indication of whether the User has completed Ky0x KYC identity verification and its coarse-grained Anti-Money Laundering risk rating attached to an obfuscated derivative of the User's Ethereum wallet address. In the future additional markers may be introduced and reflected on one or more blockchain networks.

11. Disclosure of Personal Information

We may disclose information to third parties about you, your Wallet, or the information you provided in connection with the Services:

- (i) Where it is necessary for the performance of our Services under these Terms;
- (ii) If you give us authorization;
- (iii) In order to comply with any request or order by any government agency or competent court; and
- (iv) As described in our Privacy Policy available at ky0x.com/privacy-policy.

12. Arbitration (US Users)

USERS RESIDING IN THE UNITED STATES: PLEASE READ THIS SECTION CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND COMPANY CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND COMPANY TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

a) Informal Negotiations

To expedite resolution and reduce the cost of any dispute, controversy or claim between you and Company (each a “**Claim**” and collectively “**Claims**”), you and Company agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration. This pre-arbitration negotiation shall be initiated by providing written notice to the other party—including a brief written statement describing the name, address, and contact information of the notifying party, the facts giving rise to the Claim, and the relief requested. You must send such written notice to Spring Labs at 4551 Glencoe Ave, Suite 155, Marina Del Rey, CA 90292. Attention: Legal. If necessary to preserve a Claim

under any applicable statute of limitations, you or Company may initiate arbitration while engaging in the informal negotiations.

During this pre-arbitration negotiation, all offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability, in arbitration or other proceeding involving the parties.

After a good faith effort to negotiate, if you or Company believe a Claim cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the American Arbitration Association (“**AAA**”) and the written Demand for Arbitration (available at www.adr.org) must be provided to the other party, as specified in the Commercial Arbitration Rules (the “**AAA Rules**”).

(b) Agreement to Binding Arbitration

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND COMPANY MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL CLAIMS BETWEEN YOU (EXCEPT THOSE EXPRESSLY EXCLUDED BELOW) IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate contained in this Section 12 (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act and survives the termination of this Agreement and your relationship with Company.

Claims covered by this Arbitration Agreement include, but are not limited to, any dispute, claim or controversy whether based on past, present or future events arising out of or relating to: this Agreement and prior versions (including the breach, termination, enforcement, interpretation or validity thereof); the Services,;

breach of any express or implied contract or breach of any express or implied covenant; or claims arising under federal or state consumer protection law.

If there is a dispute about the arbitrability of any Claim (including questions about the scope, applicability, interpretation, validity, and enforceability of this arbitration agreement), you and Company agree that this threshold dispute shall be delegated to the arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disputes, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND COMPANY ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY THE TERMS OF THIS ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

13. Conflict/Disputes Involving Ky0x services

We are not liable to you for errors that do result in a financial loss to you. We may take any action that is authorized or permitted by these Terms without liability to you, even if such action causes you to incur fees, expenses or damages. If we receive conflicting instructions from you, or if we become involved in or concerned about a dispute between you and any third party, we reserve the right to react in ways that we believe in good faith to be appropriate, including by closing your account or interpleading assets to court. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees.

We are not responsible for delays or loss incurred as a result of an error in the initiation of the Services and have no obligation to assist in the remediation of such transactions.

In addition, Company reserves the right to withhold or delay the transmission of Services belonging to you if you fail to comply with these Terms. Our total aggregate liability to you for any claim is limited to the face value of the applicable item or transaction, or the actual value of any assets not properly credited or debited.

14. Indemnification and Limitation of Liability; Legal Fees and Costs for Lawsuits

You agree to defend, indemnify and hold harmless Company and its employees, managers, partners and Affiliates from any losses, damages, suits and expenses, of whatever kind, including reasonable legal fees, that we incur in connection with or arising out of your use of the Services, or our activities in connection with the Services and for your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by you or any person acting on your behalf while using the Services, regardless of whether the specific use was expressly authorized by you. You agree to comply with applicable law and to not use Services for any transaction or activity that is illegal or violates applicable laws, regulations or rules. Please note, your agreement to comply includes any and all applicable laws and regulations of the United States, as well as of your place of residency and any law applicable to you.

We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind. **IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO USER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE COMPANY'S SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY USER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE THREE (3) MONTH PERIOD PRECEDING THE INCIDENT.** Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to our obligations, to or against any assets of any person or entity other than Company for Company' obligations, including, without limitation, any member, Affiliate, investor, employee, officer, agent or advisor of Company.

15. Disclaimer of Warranty

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY UNDER THESE TERMS AND TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR WARRANTY OF NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL COMPANY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE KY0X SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF KY0X HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, ORDER, TIMELINESS OR COMPLETENESS OF HISTORICAL ELIGIBLE DIGITAL CURRENCY PRICE DATA AVAILABLE IN THE COMPANY SERVICES. COMPANY WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER BUT COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING WHICH IS DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL.

16. Class Action Waiver

To the extent permissible by law, all claims must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, collective action, or representative proceeding (collectively "class action waiver"). Any arbitrator may not consolidate more than one person's claims or engage in any class arbitration. You acknowledge that, by agreeing to these terms, you and Company are each waiving the right to a trial by jury and the right to participate in a class action.

17. Our Ownership of the Services and Company's Intellectual Property (IP)

You agree and acknowledge that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the Ky0x website, any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, the content displayed on the website, and other materials produced by and related to Company (collectively, the "Company IP"). You acknowledge and agree that no proprietary rights are being transferred to you in such materials or information, and that you have no intention of using such materials or information inappropriately or to in any way harm Company or any of its affiliates, directors, officers or employees. You shall not prepare any derivative work based on the Company IP, nor shall you translate, reverse engineer, decompile or disassemble the Company IP.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title and interest in and to the Company Service, the original data provided and made available on the Company Service and any associated Software and documentation, including all related Intellectual Property Rights. No rights are granted to User hereunder other than as expressly set forth herein.

18. Third Party Services and Links to Other Websites

You may be offered services, products and promotions provided by third parties and not by Company, including, but not limited to,

third party service providers (“Third Party Services”). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Company. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Company. Such third party websites are not governed by these Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Notice is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website’s own terms, rules and policies.

19. Communications

We may record and monitor our telephone conversations with you and your electronic communications with us (chat, email, and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities. You must promptly notify us of any change in your contact information, including residential post and email address. Failure to notify us in a timely fashion may result in delay or non-receipt of notices or correspondence.

20. Waiver

We may delay the exercise of, or entirely waive any rights we have under these Terms. If we delay or waive our rights, you are still obligated to pay us obligations you may owe us, remove any violation of these Terms and/or otherwise follow our instructions (as applicable). Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our other or subsequent rights in any way.

21. Changes in Terms

Please be aware that the terms and conditions governing the Services can change over time. We reserve the right to discontinue or make changes to any Services. We may change these Terms, and we may add to or delete from these Terms, and the updated version will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we have provided advance notice and you do not agree with a change, you may terminate the Services before the effective date of the change, which shall be your sole remedy. The continued use of the Service following the effective date of any change will constitute your acceptance of such change and subject you to the modified Terms.

22. Assignment

These Terms, or any of the rights and/or obligations provided hereunder, may not be assigned or otherwise transferred by you to any other person or entity, whether by operation of law or otherwise, without Company's express written consent, and any attempted assignment in violation of this prohibition shall be void ab initio and of no effect. Company may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any Affiliate. Any permitted assignment or transfer of or under these Terms shall be binding upon, and inure to the benefit of the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

23. Governing Law and Venue

The relationship between you and Company is governed exclusively by the laws of California, without regard to its conflict of law provisions. Any dispute arising out of, or related to, your Services or relationship with Spring Labs must be brought exclusively in the courts located in California.

24. Force Majeure

We will not be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, pandemic or epidemic events, or other causes over which we have no reasonable control.

25. Survival

The provisions of Sections 12 (Arbitration), 14 (Indemnification), 15 (Disclaimer of Warranty), 16 (Class Action Waiver), 17 (Our Ownership of the Services and IP) and 23 (Governing Law and Venue)