## COIN CONNECTION LLC® TERMS AND CONDITIONS

Thank you for visiting the Coin Connection LLC website located at www.coinconnection.net (the "Site") and/or one of the Coin Connection LLC virtual currency kiosks ("Kiosks," and together with the Site, the "Coin Connection LLC Venues"). The Coin Connection LLC Venues are properties of Coin Connection LLC (collectively, "Coin Connection LLC" "we," "our" or "us"). The following Coin Connection LLC Terms and Conditions ("Terms and Conditions") are inclusive of the Coin Connection LLC Privacy Notice ("Privacy Notice"), the Coin Connection LLC Refund Policy ("Refund Policy"), the Coin Connection LLC Delivery Policy ("Delivery Policy"), the Frequently Asked Questions ("FAQ") and any and all other applicable operating rules, Policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the "Agreement").

Capitalized terms shall have the meanings defined in line herein or as set forth in Section 19 (Definitions) below.

PLEASE REVIEW THE TERMS OF THE AGREEMENT CAREFULLY. IF A USER DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, THAT USER IS NOT AUTHORIZED TO USE THE COIN CONNECTION LLCOFFERINGS IN ANY MANNER OR FORM.

THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER AGAINST COIN CONNECTION LLC, AS WELL AS ITS PARENT, SUBSIDIARIES, RELATED PARTIES, THIRD-PARTY SERVICE PROVIDERS AND MARKETING PARTNERS (COLLECTIVELY, "COVERED PARTIES"), WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THE MANDATORY ARBITRATION PROVISION. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.

NEW JERSEY STATE RESIDENTS ARE ENCOURAGED TO REVIEW THEIR RIGHTS UNDER THE AGREEMENT, AS PROVIDED UNDER THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT WARRANTY AND NOTICE ACT ("TCCWNA").

**ATTENTION:**SENDING TO A WALLET THAT YOU DO NOT CONTROL IS AN EXPRESS VIOLATION OF OUR TERMS AND WILL RESULT IN YOU BEING BANNED FROM OUR PLATFORM.

Each end-user visitor to the Site ("User," "Customer," "you" or "your") agrees to the terms of the Agreement, in their entirety, when she/he: (a) accesses or uses a Coin Connection LLC Venue; (b) accesses and/or downloads any of the: (i) blog posts, text, audio, video, photographs, graphics, artwork and/or other content featured on/in the Coin Connection LLC Venues, including crypto currency-related content (collectively, "Informational Content"); and/or (ii) links to third party websites, products and/or services ("Third-Party Links," and together with the Informational Content, the "Content"); (c) accesses links to Coin Connection LLC's social media pages/accounts (collectively, "Social Media Pages") on third-party social media websites, such as Facebook®, Instagram® and Twitter® ("Social Media Websites"); (d) accesses certain message boards, comments sections, customer ratings and other interactive features of the Site (collectively, "Interactive Services"); (e) registers to receive the Coin Connection LLC e-mail newsletter ("Newsletter"); (f) purchases Bitcoin, Litecoin and/or Ethereum crypto currency (collectively, the "Digital Currencies") by and through the Coin Connection LLC Venues ("Purchase Services"); (g) trades any of the designated Digital Currencies via the Coin Connection LLC Over-the-Counter market service ("OTC Service"); (h) uses the Kiosk-locater search functionality to locate a Kiosk near the User's designated location ("Store Locator"); (i) accesses information regarding employment opportunities with Coin Connection LLC ("Career Opportunity Listings"); (j) uses the Coin Connection LLC mobile app ("Mobile App"); and/or (k) utilizes the various contact forms and/or contact information made available via the Coin Connection LLC Venues as a means to contact directly, or request to be contacted by, Coin Connection LLC (collectively, the "Contact Services," and together with the Coin Connection LLC Venues, Content, Social Media Pages,

Newsletter, Purchase Services, OTC Service, Store Locator, Mobile App, and Career Opportunity Listings, the "Coin Connection LLC Offerings").

Instagram® and Facebook® are registered trademarks of Facebook, Inc. ("Facebook"). Twitter® is a registered trademark of Twitter, Inc. ("Twitter"). Please be advised that Coin Connection LLC is not in any way affiliated with Facebook or Twitter, nor are the Coin Connection LLC Offerings endorsed, administered or sponsored by either of the aforementioned entities.

- 1. Scope; Modification of Agreement. The Agreement constitutes the entire and only agreement between Users and Coin Connection LLC with respect to Users' use of the Coin Connection LLC Offerings, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions ("Billing Provisions") shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site and in the User, interface associated with the Kiosks, and you should review the Agreement prior to using the Coin Connection LLC Offerings. By your continued use of the Coin Connection LLC Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).
- 2. Our Relationship with You.
- 2.1. Coin Connection LLC is a Registered Money Services Business. As a registered Money Service Business, Coin Connection LLC sells and purchases Digital Currency from third parties and then resells that Digital Currency to you and/or buys your Digital Currency in exchange for Fiat Sovereign backed currency, such as U.S. Dollars ("USD"). If you violate any portion of the Agreement, we have the right to refuse your transaction and prohibit you from using the Coin Connection LLC Offerings indefinitely without reason or explanation.
- 2.2. <u>Your Privacy</u>. Protecting your privacy is very important to Coin Connection LLC. Please review our Privacy Notice in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.
- 2.3. <u>Privacy of Others</u>. If you receive Information about another User through the Coin Connection LLC Offerings, you must keep the Information confidential and only use it in connection with the Coin Connection LLC Offerings. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes.
- 2.4. <u>Intellectual Property</u>. "Coinconnection.net," "Coin Connection LLC," and all logos related to the Coin Connection LLC Offerings are either common law trademarks or registered trademarks of Coin Connection LLC or its licensors. You may not copy, imitate or use them without Coin Connection LLC's prior written consent. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Coin Connection LLC. You may not copy, imitate or use them without our prior written consent. All right, title and interest in and to the Coin Connection LLC Venues, any Content made available in connection therewith, the other Coin Connection LLC Offerings, the technology related to the Coin Connection LLC Offerings, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Coin Connection LLC and its licensors.
- 2.5. <u>Assignment</u>. You may not transfer or assign any rights or obligations you have under the Agreement without Coin Connection LLC's prior written consent in each instance. Coin Connection LLC reserves the right to transfer or assign the Agreement or any right or obligation under the Agreement at any time.

- 2.6 Notices to You. You agree that Coin Connection LLC may provide notice to you by posting it on our Site and in the User, interface associated with the Kiosk, emailing it to the email address listed in your Account, sending an SMS text message to the phone number listed in your Account (where we have obtained your consent to do so, and subject to any restrictions imposed by applicable law) or mailing it to the street address associated with your Account. Such notice shall be considered received by you within twenty-four (24) hours of the time it is posted on our Site and in the User, interface associated with the Kiosk or, as applicable, the time it is emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, such notice shall be considered received three (3) Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting Coin Connection LLC as described in section 2.7 below. Coin Connection LLC reserves the right to charge you a records request fee to provide a paper copy.
- 2.7 <u>Notices to Coin Connection LLC.</u> Except as otherwise stated below, notice to Coin Connection LLC must be sent by postal mail to: Coin Connection LLC, P.O. Box 40467 Memphis, TN 38174, United States, and electronically to: support@coinconnection.net
- 2.8 SMS Text Messages and Email. Where you provide "prior express consent" within the meaning of the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time ("TCPA"), you understand and agree that Coin Connection LLC may send you informational SMS text messages utilizing an automatic telephone dialing system. You may receive a maximum of 20 such SMS text messages per calendar month. Standard message and data rates may apply to any SMS text messages. Text "STOP" to opt-out from future messages. You may text "HELP," or email us at support@coinconnection.net, for help. We shall not be liable for delayed or undelivered messages. The following non-exhaustive list of mobile carriers are not liable for delayed or undelivered messages: AT&T, Alltel, T Mobile, Verizon Wireless, U.S. Cellular, Sprint, Boost, Metro PCS, Cellcom, Cellular One, Cellular South, Cincinnati Bell, nTelos, Virgin Mobile, ACS Wireless, Bluegrass, Centennial, Cox Communications, ECIT - Cellular One of East Central Illinois, EKN - Appalachian Wireless, GCI Communications, Immix - PC Management, Inland Cellular, IVC - Illinois Valley Cellular, Nex-Tech Wireless, RCC/Unicel, Revol, RINA/All West Wireless, RINA/CTC Telecom-Cambridge, RINA/FMTC-Farmers Mutual Telephone Co., RINA/Nucla-Naturita Telephone Co., RINA/Silverstar, RINA/Snake River PCS, RINA/South Central, RINA/Syringa Wireless, RINA/UBET, and West Central Wireless. You also understand and agree that: (a) Coin Connection LLC may send emails, including commercial emails, to the email address you provided to Coin Connection LLC and (b) such emails may be sent to a wireless device and you might be charged by your wireless carrier for the transmission of such emails. You may revoke consent to receive commercial emails from Coin Connection LLC at any time.

# 3. Accounts.

3.1 Opening an Account. In order to use some of the Coin Connection LLC Offerings, you must create an account with Coin Connection LLC ("Account"), and/or you must provide information sufficient for us to verify your identity each time you use the Coin Connection LLC Offerings. The information that you must supply in order to open an Account and/or use certain of the Coin Connection LLC Offerings may include, without limitation: (a) your full name; (b) your date of birth; (c) your mailing/billing address; (d) your e-mail address; (e) your telephone number; (f) your credit card information, debit card information and/or bank account information (where purchasing Digital Currencies); (g) certain biometric information used to confirm your identity; (h) certain identification-related data (such as your Social Security Number, driver's license number and related information, and passport number and related information); and/or (i) any other information requested by us via the applicable Coin Connection LLC Venue (collectively, "Registration Data"). You agree to: (i) provide accurate, truthful and current Registration Data when creating an Account or when using one of our Kiosks; (b) use your Account and the Coin Connection LLC Offerings only for yourself, not share access to your Account with others and not conduct transactions on behalf of others by and through your Account; and (iii) promptly notify us if you discover or otherwise suspect any security breaches or misuse related to your Account. You are

responsible for maintaining the confidentiality of your Account and associated log-in information, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur through use of your Account, including any purchases or other transactions made therethrough. Further, you expressly represent and warrant that you will only send funds to your own personal wallet and not the wallet of any third party individual or entity.

- 3.2. Eligibility. To be eligible to access the Coin Connection LLC Offerings, you must be: (a) at least eighteen (18) years of age (or the age of majority if greater than eighteen (18) years of age in your jurisdiction of residence) or older; and (b) able to enter into legally binding contracts under applicable law; and (c) a resident of the United States (collectively, "Usage Requirements"). The Coin Connection LLC Offerings are not intended for individuals who do not satisfy the Usage Requirements. By using the Coin Connection LLC Offerings, you represent and warrant that you: (i) are of legal age to form a binding contract in your jurisdiction; (ii) have not previously been suspended from using the Coin Connection LLC Offerings; (iii) are a resident of the United States; (iv) have full power and authority to enter into the Agreement and in doing so will not violate any other agreement to which you are a party; (v) are not under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (vi) have not been identified as a "Specially Designated National" by the U.S. Office of Foreign Assets Control; and (vii) have not been placed on the U.S. Department of Commerce's Denied Persons List. If you are using the Coin Connection LLC Offerings on behalf of a legal entity, you further represent and warrant that: (A) such legal entity is duly organized and validly existing under the laws applicable to its jurisdiction of organization; and (B) you are duly authorized by such legal entity to act on its behalf.
- 3.3. Identity Authentication. You authorize Coin Connection LLC, directly or through third party identification verification service providers, to make any inquiries we consider necessary to validate your identity. This may include: (a) asking you for further information; (b) requiring you to provide a taxpayer identification number; (c) requiring you to take steps to confirm ownership of your email address and/or financial instruments; and/or (d) verifying your Information against third party databases or through other sources. Prior to your use of the Coin Connection LLC Offerings by and through a Kiosk, you must provide all of the information requested by Coin Connection LLC via the applicable Coin Connection LLC Venue including, without limitation, Registration Data and any additional information requested (collectively, "Personal Information"). You acknowledge that Coin Connection LLC will analyze and validate your identity by reference to the Personal Information that you provided to determine whether you qualify to use the Coin Connection LLC Offerings ("Verification Process"). Your use of the Coin Connection LLC Offerings may be delayed during the Verification Process, and Coin Connection LLC disclaims responsibility for any loss, delay or other harm relating thereto. If you do not pass the Verification Process, or if you fail to provide any of the information required to access the Coin Connection LLC Offerings, you will be denied access to the Coin Connection LLC Offerings. If you believe your access to the Coin Connection LLC Offerings has been wrongly denied, please contact us at: support@coinconnection.net.
- 3.4. Third Party Permissions. If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Account, either through your use of the third party's product or service or otherwise, you acknowledge that Coin Connection LLC may disclose the information about your Account that is specifically authorized by you to be provided to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under the Agreement. Further you acknowledge and agree that you will not hold Coin Connection LLC responsible for, and will indemnify Coin Connection LLC from and against, any and all liability arising from the actions or inactions in connection with the permissions you grant.
- 3.5. Necessary Equipment. You are responsible, at all times, for ensuring that you have an Internet connection, computer/mobile device, up-to-date Internet browser versions, a functioning e-mail account, applicable software, applicable hardware and/or other equipment necessary to access the Coin Connection LLC Offerings. Coin Connection LLC does not guarantee the quality, speed or availability of the Internet

connection associated with your mobile device and/or computer. Coin Connection LLC does not guarantee that the Coin Connection LLC Offerings can be accessed: (a) on all mobile devices; (b) through all wireless service plans; (c) in connection with all Internet browsers; or (d) in all geographical areas. Standard messaging, data and wireless access fees may apply to your use of the Coin Connection LLC Offerings through your wireless device. You are fully responsible for all such charges and Coin Connection LLC has no liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.

- 4. Transactions: Kiosk and Physical Agent Transactions.
- The terms of this Section 4 apply to any purchase or sale of Digital Currency carried out via a Kiosk, the OTC Service or physical agent location (each, an "Order").
- 4.1. Order Information. You must provide all information requested by Coin Connection LLC in connection with any Order, including: (a) for purchase Orders, the amount of U.S. Dollars you intend to spend in connection with the purchase and the Digital Currency wallet address to which Coin Connection LLC will send the Digital Currency you purchase; and (b) for sales Orders, the amount of Digital Currency you intend to sell. You are solely responsible for the accuracy of any Order information you submit.
- 4.2. Offer Terms. When you place an Order, you will be able to view the specific terms and conditions applicable to your Order which may include: (a) a price at which Coin Connection LLC will sell Digital Currency to you and all applicable fees; and (b) for sale transactions only, the Offer expiration time, which is the deadline by which the Digital Currency you intend to sell to Coin Connection LLC must be received by Coin Connection LLC or its designated agent. For sale transactions only, you may be shown the terms, conditions and pricing associated with the transaction (collectively, the "Offer Terms") that may also contain a QR code with Coin Connection LLC's Digital Currency payment address, and a cash redemption code that is activated subject to fulfillment of the conditions set forth in Section 4.3(b) below ("Sales Ticket").
- 4.3. <u>Order Completion</u>. In order to accept Coin Connection LLC's offer to purchase or sell Digital Currency (or the offer to purchase or sell Digital Currency from a third party when using the OTC Service), you must satisfy any terms and conditions stated in the Offer Terms including, without limitation, by fulfilling the requirements outlined below.
- Purchase Order Completion. To complete your purchase of Digital Currency from Coin Connection LLC: (i) via a Kiosk, in accordance with the applicable Offer Terms, you must insert cash into the Kiosk to pay Coin Connection LLC in accordance with the applicable pricing and other terms, whereupon Coin Connection LLC will send the amount of Digital Currency calculated by the exchange rate specified in the Offer Terms and other markup to the Digital Currency wallet address you provide within a reasonable timeframe; provided, however, that we cannot guarantee that the Digital Currency will be transmitted to your address within any specific timeframe or that the wallet address you provide will be compatible with the specific cryptocurrency you select; and (ii) via the OTC Service, in accordance with the applicable Offer Terms, Coin Connection LLC will send you Coin Connection LLC's wire instructions; provided, however, that Coin Connection LLC reserves the right to update the purchase price quote if the wire transfer is not initiated within one hour from the time that Coin Connection LLC sends the wire instructions or if the price of the applicable Digital Currency fluctuates by more than one percent (1%) from the time that Coin Connection LLC provides you with the quote for the price of the subject Digital Currency. Upon receipt of the wire for the full amount set forth in the Offer Terms, Coin Connection LLC may send you a de minimis amount of the subject Digital Currency as a test transaction. Once you confirm receipt of the test amount, Coin Connection LLC will send the remaining amount of Digital Currency to the Digital Currency wallet address you provide within a reasonable timeframe; provided, however, that we cannot guarantee that the Digital Currency will be transmitted to your address within any specific timeframe. Once a wire has been initiated, an order cannot be cancelled.
- (b) <u>Sale Order Completion</u>. To complete your sale of Digital Currency to Coin Connection LLC, where available, in accordance with the applicable Offer Terms, the following must occur: (i) you must

send the subject Digital Currency to the Digital Currency address that we designated in the Offer Terms ("Payment Address"); and (ii) Coin Connection LLC or its designated agent, must confirm its receipt of such Digital Currency before the Offer Terms expire. If the foregoing steps are successfully completed and all other Offer Terms are satisfied, then either: (A) you will be provided U.S. Dollars by Coin Connection LLC or the applicable Kiosk in the amount specified in the Offer Terms; or (B) the Kiosk will disburse to you the amount of U.S. Dollars specified in the Offer Terms when you send the required Digital Currency to the designated Coin Connection LLC QR code displayed at the Kiosk. If you do not fulfill all requirements as outlined in the applicable Offer Terms or such other applicable terms, Coin Connection LLC will not be bound by such Offer Terms and the original Order will be cancelled. For instance, your Order will be cancelled if the timeframe provided in the Offer Terms expires before you fulfill the steps outlined in this Section 4.3. If you send an incorrect amount of Digital Currency to the Payment Address, this constitutes a new offer to Coin Connection LLC, superseding the existing Offer Terms and Coin Connection LLC, in its sole discretion, may either: (I) cancel the Order and return all the Digital Currency that you sent, less any applicable network or transaction fees; or (II) accept your new offer as follows: (x) if you send more Digital Currency to the Payment Address than specified in the Offer Terms, Coin Connection LLC will honor the Offer Terms and disburse the excess amount of Digital Currency to the address from which you originally sent the Digital Currency, less any applicable network or transaction fees; or (y) if you send less Digital Currency to the Payment Address than specified in the Offer Terms, Coin Connection LLC will round down your offer as necessary to the closest entry in the then-current Rate Table and disburse the excess amount of Digital Currency to the address from which you originally sent the Digital Currency, less any applicable network or transaction fees. If your sales Order is cancelled for any reason and you have submitted Digital Currency to Coin Connection LLC, your Digital Currency will be returned (less any applicable network and transaction fees) to the address from which you originally sent the Digital Currency; provided, however, that we cannot guarantee that the Digital Currency will be transmitted to your address within any specific timeframe. If your purchase Order is cancelled and you have inserted U.S. Dollars into the Kiosk, your U.S. Dollars will be returned; provided, however, that in such circumstances you must immediately contact support via email at: support@Coinconnection.net. You are responsible for remaining physically present at the Kiosk to receive any cash, receipts, or paper wallets, or to input any required information. Coin Connection LLC is not responsible for your failure to receive any U.S. Dollars or Digital Currency returned or disbursed in accordance with the terms of the Agreement.

- 4.4. Receipts. Upon completion of a purchase transaction with Coin Connection LLC, you will either be provided with a paper wallet containing your Digital Currency, or the Digital Currency will be transferred to your designated Digital Currency address, and you may receive a paper receipt from the Kiosk, an email, or an SMS text message that contains the Offer Terms and/or actual amount of Digital Currency purchased from Coin Connection LLC. Upon your placement of a Sales Order, you will be provided with a QR code on the Kiosk screen as mentioned above which contains the Coin Connection LLC wallet address where you need to send the Digital Currency that you wish to sell. After Coin Connection LLC has received your Digital Currency, and after Coin Connection LLC has dispensed U.S. Dollars to you via one of our Kiosks, you may be provided with an SMS text message that contains the Offer Terms and the amount of U.S. Dollars dispensed to you.
- 4.5. <u>Transactions</u>. Transactions may, as applicable and permitted by Coin Connection LLC, be placed online twenty-four (24) hours a Day, seven (7) Days a week or via physical Kiosk or physically at an authorized agent/dealer during available specified hours. Upon confirmation, an e-mail or SMS text message may be sent to the Customer. Coin Connection LLC encourages all Customers to log into their Digital Currency wallet account within one (1) hour of initiating a purchase or sale transaction in order to verify the transaction's status and to review all payment procedures and the transaction history.

  4.6. <u>Purchase Restrictions</u>. We may, at our discretion, impose limits on the amount of Digital Currency you can buy, sell or send through the Coin Connection LLC Offerings. Coin Connection LLC reserves the right to unilaterally amend existing restrictions or implement new restrictions without notice at any time.

- 4.7. Price Confirmations for Customer Purchase Transactions. An estimated price is displayed at the time a Customer Purchase Transaction is submitted. However, the price at the time a transaction is submitted may be subject to market fluctuations. Coin Connection LLC, in its sole discretion, may choose to require that a Customer have a portion of the intended purchase price, or the entire intended purchase price, in cleared funds, prior to placing an Order. Should a Customer wish to cancel an Order at any point after the subject transaction has been completed, the Customer may be liable for cancellation fees as described in the Agreement and/or otherwise via the applicable Coin Connection LLC Venue. Should a Customer wish to cancel an Order at any point prior to when a transaction has been completed, the Customer may be liable for cancellation fees as described in the Agreement and/or otherwise via the applicable Coin Connection LLC Venue. Customer acknowledges and agrees that Coin Connection LLC is not liable for any services or goods which are provided by or facilitated by any third party. Moreover, Customer acknowledges that Coin Connection LLC cannot retrieve or return any funds (including, but not limited to, cryptocurrencies) once sent to the designated address and, therefore, Coin Connection LLC does not provide any refunds after such point.
- 4.8. <u>Price Confirmations for Customer Sale Transactions</u>. A price is confirmed at the time a Customer Sale Transaction is submitted. The price at the time a transaction is submitted will be locked in, regardless of market fluctuations. Coin Connection LLC, in its sole discretion, may elect to prevent a Customer Sale Transaction from being completed if it chooses. The Customer, in agreeing to these Terms and Conditions, acknowledges that Coin Connection LLC will not be held liable for any potential losses incurred due to market fluctuations during this period.

#### 5. Payment.

- 5.1. Acceptable Methods of Payment Customer Purchase Transactions. Coin Connection LLC may choose to accept any of the following methods of payment for Customer Purchase Transactions: (a) cash (Kiosk only); (b) ACH or wire transfer via bank account (Online only); (c) credit card (online only); and (d) debit card (online only). Coin Connection LLC reserves the right to choose to accept or refuse any method of payment, at any time, in its sole discretion.
- 5.2. Proceeds from Customer Sale Transactions. Customer Sale Transactions are only available via designated 2-way Kiosks and only exchange Digital Currency for cash. Coin Connection LLC reserves the right to choose to offer or decline to offer any method of payment, at any time, in its sole discretion. Some payment options may be subject to a service fee, which will be presented to Customer prior to confirmation of the subject Order. While Coin Connection LLC will make commercially reasonable efforts to process transactions in near real-time, processing and settlement for Customer Sale Transactions may, under certain circumstances, take additional time. Due to anti-money laundering legislation in the United States, Coin Connection LLC cannot forward the proceeds from any Customer Sale Transaction to an individual who is not a designated Account owner or holder.
- 5.3. <u>Payments from Business Accounts</u>. Any payment from a Customer Sale Transaction from a Business Account, where permitted by Coin Connection LLC, can be made in the business's name only. For sole proprietorships, payment can be made in the business's name or the sole proprietor's name, provided proper authorization documentation has been received.

# 6. Transaction Cancellations.

- 6.1. When cancelling a transaction, market loss repayments may apply given that a submitted transaction constitutes a binding agreement between Coin Connection LLC and the Customer. Once a wire is initiated as part of an OTC Service transaction, that OTC Service transaction cannot be cancelled.
- 6.2. <u>Customer Purchase Transactions</u>. In the event that a Customer Purchase Transaction is cancelled (whether by the Customer or by Coin Connection LLC for failure to receive payment in full within the time stipulated in the Offer Terms), market loss payments may be due from Customer to Coin Connection LLC. Under no circumstances will Coin Connection LLC be liable to pay Customer for changes in the underlying market price.

## 7. Account Balances.

7.1. <u>Online Balances</u>. Coin Connection LLC does not currently provide the ability to hold funds online. Should we choose to do so in the future, if you hold a Bitcoin balance online with Coin Connection LLC,

Coin Connection LLC will hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make your funds available to its creditors in the event of bankruptcy. Coin Connection LLC further reserves the right to use a third party for holding funds and you may be subject to the terms of use of such third party.

8. Closing Your Account.

- 8.1. <u>How to Close Your Account</u>. You may request to close your Account at any time by contacting Customer Service, which can be accessed online through the Coin Connection LLC customer portal (if available), or by emailing us at: support@coinconnection.net. Coin Connection LLC reserves the right to retain any and all data relating to or arising from Accounts.
- 8.2. <u>Limitations on Closing Your Account</u>. You may not close your Account to evade an investigation. If you attempt to close your Account while we are investigating, we may freeze your transaction(s) to protect Coin Connection LLC and/or any third party against the risk of reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.
- 9. <u>Fees</u>. The following section outlines all fees that Coin Connection LLC may charge you in relation to Digital Currency exchange, payment, and sale transactions. Unless otherwise specified, all fees stated are in U.S. Dollars. A transaction placed in other currencies will be converted based on the U.S. Dollar exchange rate at the time the transaction is submitted.
- 9.1. Exchange Service Fee. A service fee shall be applied to all exchange transactions and such fee will be communicated to the Customer prior to confirmation of the transaction. The transaction value and service fees are calculated/quoted in "USD" for U.S. Dollar transactions and may be calculated/quoted in USD equivalents for transactions in all other currencies, or in the currency of the transaction. The service fee will either be a flat fee or a percentage of the transaction amount.
- 9.2 General Payment Terms. Where you pay any fees using a credit card or debit card (collectively, "Payment Card"), you must promptly notify us if your Payment Card is cancelled or is no longer valid (e.g., due to loss or theft). UNLESS OTHERWISE INDICATED, ALL FEE PAYMENTS ARE FINAL AND NON-REFUNDABLE. Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of Coin Connection LLC in effect at any given time. Upon reasonable prior notice to you (with Site-updates, Kiosk-updates and/or e-mail sufficing), Coin Connection LLC reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Continued use of the Coin Connection LLC Offerings after receipt of such notice shall constitute consent to all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification.
- 9.3 Electronic Signatures: Coin Connection LLC's authorization to provide and bill for the applicable Coin Connection LLC Offerings is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. Coin Connection LLC's reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively (collectively, the "E-Sign Act"). Both laws specifically preempt all state laws that recognize only paper and handwritten signatures. Pursuant to all applicable statutes, regulations, rules, ordinances or other laws including, without limitation, the E-Sign Act and other similar state and federal statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE COIN CONNECTION LLC OFFERINGS. Further, you hereby waive any rights and/or requirements under any statutes, regulations, rules, ordinances, or other law in any jurisdiction which requires an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. You acknowledge and agree that you can print information delivered to you electronically, or otherwise know how to store that information in a way that ensures that it remains accessible to you in unchanged form.

# 10. Risk.

- 10.1. Coin Connection LLC has not offered or given and will not provide any investment or financial advice in connection with any Customer Purchase Transaction, Customer Sale Transaction or any other action taken in connection with any Digital Currency and has not offered or given any opinion with respect to the suitability of any transaction made, or Digital Currency action taken, or which might be made/taken by the Customer. Nothing we do, and no element of the Coin Connection LLC Offerings, should be construed as such. The Customer warrants that Coin Connection LLC has not offered or given any investment advice to Customer in connection with the Digital Currency, Coin Connection LLC Offerings and/or any other products and/or services offered by Coin Connection LLC. In addition, Coin Connection LLC has not given Customer any opinion with respect to the suitability of the Digital Currency, Coin Connection LLC Offerings and/or any other products and/or services available to Customer.
- 10.2. Market Risk. Customers should carefully consider the suitability of Digital Currency as an investment choice before making any decisions that may affect their financial situation. Digital Currency balances, where applicable, are not insured by the Federal Deposit Insurance Corporation, National Credit Union Share Insurance Fund, or other similar program and may lose all value. The purchase and sale of Digital Currency involves a high degree of risk and is not suitable for all persons. The purchase and sale of Digital Currency provides no guarantee of interest, yield, or return. Losses may be incurred both because of price devaluation and if price gains do not exceed applicable fees, including those charged by Coin Connection LLC. The Customer acknowledges that all risk of decline in the market value of any Digital Currency is the Customer's risk and not that of Coin Connection LLC. The Content made available by and through the Coin Connection LLC Offerings is not a substitute for professional financial advice. Reliance on any information made available to you by and through the Coin Connection LLC Offerings, including the Content, is solely at your own risk. Coin Connection LLC disclaims all liability for any loss or damage based on Content or other information directly or indirectly obtained through the Coin Connection LLC Offerings. You should always check with your financial advisors to be sure that any investments, advice, products and/or services offered by and/or through the Coin Connection LLC Offerings are appropriate for you.
- 11. <u>Rules of Behavior</u>. At all times, you must abide by: (a) all applicable International, Federal, State and local laws; (b) all applicable money laundering laws and regulations; and (c) all applicable money licensing laws and regulations. In connection with your use of our Site, Kiosks, any other Coin Connection LLC Offerings, or in the course of your interactions with Coin Connection LLC, other Users, or third parties, you will not engage in any of the following Restricted Activities:
- (a) Breach the Agreement, the Acceptable Use Policy, or any other agreement or policy that you have entered into with Coin Connection LLC.
- (b) Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
- (c) Infringe upon Coin Connection LLC's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- (d) Use counterfeit currency
- (e) Act in a manner that is defamatory, trade libelous, threatening or harassing.
- (f) Provide false, inaccurate or misleading information.
- (g) Send or receive what we reasonably believe to be potentially fraudulent funds.
- (h) Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us.
- (i) Attempt to receive funds from both Coin Connection LLC and the seller, bank, or credit card issuer for the same transaction during a dispute regarding said transaction.
- (j) Control an Account that is linked to another Account that has engaged in any of these Restricted Activities.

- (k) Continuously Conduct your business or use the Coin Connection LLC Offerings in a manner that results in or may result in complaints, Disputes, Claims, reversals, Chargebacks, fees, fines, penalties and other liability to Coin Connection LLC, other Users, third parties or you.
- (l) Participate in or otherwise facilitate any scams, fraudulent activity, or other such improper transactions
- (m) Damage, modify, or otherwise alter any Coin Connection LLC property.
- (n) Disclose or distribute another User's Information to a third party or use the Information for marketing purposes unless you first receive the User's express consent to do so.
- (o) Send unsolicited email to a User or use the Coin Connection LLC Offerings to collect payments for sending, or assisting in sending, unsolicited email to third parties.
- (p) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- (q) Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information.
- (r) Use any robot, spider, other automatic device, or manual process to monitor or copy the Site without our prior written permission.
- (s) Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with any Coin Connection LLC Venues or other the Coin Connection LLC Offerings; and/or
- (t) Violate any law, contract, intellectual property or other third-party right, or commit a tort. You are solely responsible for your conduct while using the Coin Connection LLC Offerings. You further agree that you will not:
- (i) Use the Coin Connection LLC Offerings in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Coin Connection LLC Offerings, or that could damage, disable, overburden or impair the functioning of the Coin Connection LLC Offerings in any manner, including any physical damage or defacement of a Kiosk;
- (ii) Use the Coin Connection LLC Offerings to pay for, support, or otherwise engage in any illegal activities including, but not limited to: (A) illegal gambling; (B) illegally acquired music, movies or other content; (C) sexually oriented materials or services; (D) fraud or money-laundering; (E) terrorist financing; (F) the purchase or sale of illegal or controlled substances, or (G) human trafficking
- (iii) Use the Coin Connection LLC Offerings to pay for ransomware.
- (iv) Use the Coin Connection LLC Offerings to pay for backpage advertisements.
- (v) Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Coin Connection LLC Offerings or to extract data.
- (vi) Use any hardware or software to bypass, disable, or interfere with the Coin Connection LLC Offerings or the Verification Process.
- (vii) Use or attempt to use another User's Account, cryptocurrency wallet, or other cryptocurrency repository without authorization.
- (viii) Attempt to circumvent any content filtering techniques we employ, or attempt to access any Coin Connection LLC Offerings or area of the Coin Connection LLC Offerings that you are not authorized to access.
- (ix) Develop or deploy any third-party applications, software, or hardware that interact with the Coin Connection LLC Offerings without our prior written consent in each instance.
- (x) Encourage or induce any third party to engage in any of the activities prohibited under the Agreement; and/or
- (xi) Take any action that may cause us to lose any of the services from our Internet Service Providers, payment processors or other vendors/suppliers.
- 12. Interactive Services.
- (a) <u>User Content</u>. In connection with the Interactive Services, Users may be able to upload and/or post certain comments, messages, material, communications, feedback and/or other information (collectively, the "User Content"). By making the User Content available by and through the Interactive

Services or otherwise through the Coin Connection LLC Offerings, each User provides to Coin Connection LLC a perpetual, irrevocable, worldwide license to make same available by and through the Coin Connection LLC Offerings. Without limiting the foregoing, Users acknowledge and agree that Coin Connection LLC shall be free to utilize certain features and aspects of the User Content in connection with marketing and promoting the Coin Connection LLC Offerings to third parties. Each User represents and warrants that she/he/it owns and/or has any and all rights to publish, display, perform and permit the use of, and grant the license associated with, the User Content as contemplated by the Agreement. Without limiting the foregoing, Coin Connection LLC may reject and/or remove any User Content at any time and for any reason, in Coin Connection LLC is sole discretion. Notwithstanding the foregoing, Coin Connection LLC undertakes no responsibility to monitor or otherwise police the User Content made available by and through the Coin Connection LLC Offerings. Each User and third-party agrees that Coin Connection LLC shall: (i) have no obligations and incur no liabilities to such party in connection with any such User Content; and (ii) not be liable to any party for any claim in connection with the User Content.

- User Content Restrictions. In connection with the User Content, each User agrees not to: (i) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential or private information of any third-party; (ii) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in the applicable User's community, as defined under applicable law; (iii) impersonate any person or entity; (iv) "stalk" or otherwise harass any person; (v) engage in advertising to, or commercial solicitation of, Users or other third parties; (vi) transmit any chain letters, spam or junk e-mail to any Users or other third parties; (vii) express or imply that any statements she/he makes are endorsed by Coin Connection LLC; (viii) harvest or collect personal information of Users or other third parties whether or not for commercial purposes, without their express consent; (ix) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Coin Connection LLC Offerings or related content; (x) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (xi) remove any copyright, trademark or other proprietary rights notices contained within the Coin Connection LLC Offerings; (xii) post, offer for download, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xiii) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third-party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet; (xiv) "frame" or "mirror" any part of the Site; (xv) use metatags or code or other devices containing any reference to the Coin Connection LLC Offerings in order to direct any person to any other website for any purpose; and/or (xvi) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Coin Connection LLC Offerings or any software used on or in connection with same. Engaging in any of the aforementioned prohibited practices shall be deemed a breach of the Agreement and may result in the immediate termination of such User's Account and/or access to some or all of the Coin Connection LLC Offerings without notice, in the sole discretion of Coin Connection LLC. Coin Connection LLC reserves the right to pursue any and all legal remedies against Users that engage in the aforementioned prohibited conduct.
- 13. <u>Social Media Pages</u>. The Site contains links to the various Coin Connection LLC Social Media Pages. The Social Media Pages are hosted and made available on third-party Social Media Websites by third-party entities. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites' applicable agreements, terms and conditions. **You understand and agree that Coin Connection LLC shall not be liable to you, any other User or any third-party for any**

claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.

- 14. Content. The Coin Connection LLC Venues contain Content which includes, but is not limited to, User Content, text, audio, video, photographs, graphics, artwork, testimonials and other information about Coin Connection LLC and/or the Coin Connection LLC Offerings. The Content is compiled, distributed and displayed by Coin Connection LLC, as well as third-party content providers, such as third-party sources and other Users (collectively, "Third-Party Providers"). Coin Connection LLC does not control the Content provided by Third-Party Providers that is made available by and through the Coin Connection LLC Offerings. Such Third-Party Providers are solely responsible for the accuracy, completeness, appropriateness and/or usefulness of such Content. The Content should not necessarily be relied upon. Reliance on any Content or other information made available to you by and through the Coin Connection LLC Offerings is solely at your own risk. Coin Connection LLC does not represent or warrant that the Content and other information posted by and through the Coin Connection LLC Offerings is accurate, complete, up-to-date or appropriate. You understand and agree that Coin Connection LLC will not be responsible for, and Coin Connection LLC undertakes no responsibility to monitor or otherwise police, Content provided by Third-Party Providers. You agree that Coin Connection LLC shall have no obligation and incur no liability to you in connection with any Content. You may find certain Content to be outdated, harmful, inaccurate and/or deceptive. Please use caution, common sense and safety when using the Content. The Content is offered for informational purposes only and is at all times subject to the disclaimers contained herein and on the Coin Connection LLC Venues.
- 15. Our Liability Actions We May Take and Our Limitation of Liability.
- 15.1. Compliance and Due Diligence. The Customer is responsible for complying with all laws of the jurisdiction from which the Customer accesses the Site, Kiosks or other Coin Connection LLC Offerings and the Customer shall at all times be solely responsible for obtaining any authorizations required by any authoritative body in such jurisdiction. The Customer has carried out reasonable due diligence to ensure that the purchase and sale of Digital Currency as provided under the Agreement is not contrary to any laws or regulations applicable to the Customer's governing jurisdiction, and that the acceptance of the Agreement by the Customer and the entering into a Customer Purchase Transaction or Customer Sale Transaction is not contrary to any federal, provincial, state or any other law or regulation applicable to the Customer.
- 15.2. <u>Protection of Electronic Identification Information</u>. It is the Customer's obligation to ensure that its Account username and password ("Electronic Identification Information") is kept secret and secure. The Customer agrees to keep her/his/its Electronic Identification Information and all components thereof secret and safe to prevent unauthorized use.
- 15.3. Notification. If a Customer believes that any transaction or balance recorded in her/his/its Account is incorrect, the Customer must contact Coin Connection LLC immediately to notify Coin Connection LLC of suspected unauthorized use of Customer's Electronic Identification Information. Customers are responsible for ensuring the accuracy of the information displayed in their respective Accounts, howsoever accessed. Coin Connection LLC will not be liable should a Customer fail to disclose any unauthorized use of Electronic Identification Information and/or Customer's Coin Connection LLC Account.
- 15.4. <u>Your Liability</u>. You are responsible for all reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by Coin Connection LLC, a User, or a third party caused by or arising out of your breach of the Agreement, and/or your use of the Coin Connection LLC Offerings. You agree to reimburse Coin Connection LLC, its Users and/or third parties for any and all such liability.
- 15.5. <u>Temporary Holds for Disputed Transactions</u>. If another User files a dispute on a transaction that you were party to, Coin Connection LLC may place a temporary hold on the funds in your Account to cover the amount of the potential liability. If you win the dispute, Coin Connection LLC will lift the temporary hold. If you lose the dispute, Coin Connection LLC will remove the funds from your balance.

- 15.6. Reimbursement for Your Liability. In the event that you are liable for any amounts to Coin Connection LLC or owe any sums to Coin Connection LLC, and Coin Connection LLC offers the holding of a balance, Coin Connection LLC may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your Account will have a negative balance and you will be required to immediately add funds to your balance to eliminate the negative balance. If you do not do so, Coin Connection LLC may engage in collection efforts to recover such amounts from you and you will be liable for all such costs of collection, including attorneys' fees.
- 15.7. <u>Actions by Coin Connection LLC.</u> If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect Coin Connection LLC, other Users, third parties, or you from reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include, but are not limited to, the following:
- 15.7.1. We may close, suspend, or limit your access to your Account or the Coin Connection LLC Offerings (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals or remove financial Information).
- 15.7.2. We may contact Users who have purchased goods or services from you, contact your bank or Payment Card issuer and/or warn other Users, law enforcement or impacted third parties of your actions. 15.7.3. We may update inaccurate Information that you provided to us.
- 15.7.4. We may refuse to provide the Coin Connection LLC Offerings to you in the future.
- 15.7.5. We may retain your balance for up to one hundred and eighty (180) Days (or such longer period if permitted by applicable law) if reasonably needed to protect against the risk of liability; and 15.7.6. We may take legal action against you.
- 15.8. Account Closure, Termination of Service, or Limited Account Access. Coin Connection LLC, in its sole discretion, reserves the right to terminate the Agreement, access to the Coin Connection LLC Venues and/or access to the other Coin Connection LLC Offerings for any reason and at any time upon notice to you. If we close your Account or terminate your use of the Coin Connection LLC Offerings for any reason, we may provide you with a general notice of our actions, however we don't have to provide the specific reason. If we limit access to your Account, we may provide you with notice of our actions and the opportunity to request restoration of access if appropriate.
- 15.9. <u>Acceptable Use Policy Violation</u>. If you violate the Acceptable Use Policy, then we may hold your funds up to one hundred and eighty (180) Days (or such longer period if permitted by applicable law) pending investigation of the violation.
- 15.10. Our Limitation of Liability. IN NO EVENT SHALL COIN CONNECTION LLC, OUR DIRECTORS, AFFILIATES, OFFICERS, MEMBERS, EMPLOYEES, OR AGENTS ("COIN CONNECTION LLC PARTIES") BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF, OR INABILITY TO USE, THE COIN CONNECTION LLC OFFERINGS OR ANY ORDER OR OTHER TRANSACTION UNDERTAKEN IN CONNECTION WITH SAME INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM: (A) RELIANCE BY ANY USER ON ANY INFORMATION AND/OR CONTENT OBTAINED FROM THE COIN CONNECTION LLC OFFERINGS; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, SMS TEXT MESSAGES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH THE COIN CONNECTION LLC OFFERINGS; (C) ANY DISPUTE BETWEEN ANY USERS AND/OR OTHER THIRD PARTIES; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY CONTACT DATA; (E) THE FAILURE TO REALIZE ANY SPECIFIC FINANCIAL GOAL, FINANCIAL BENEFIT, INVESTMENT OUTCOME AND/OR OTHER FINANCIAL OUTCOME;

AND/OR (F) ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO COIN CONNECTION LLC'S™ RECORDS, PROGRAMS AND/ OR COIN CONNECTION LLC OFFERINGS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY COIN CONNECTION LLC PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE COIN CONNECTION LLC OFFERINGS OR ANY ORDER OR OTHER TRANSACTION UNDERTAKEN IN CONNECTION WITH SAME, OR TO THE AGREEMENT, EXCEED THE FEES PAID BY YOU TO COIN CONNECTION LLC (IF ANY) DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY. THE COIN CONNECTION LLC PARTIES SHALL HAVE NO LIABILITY TO YOU ARISING OUT OF OR RELATING TO ANY DATA BREACH AFFECTING THE COIN CONNECTION LLC OFFERINGS IF COIN CONNECTION LLC HAD IN PLACE COMMERCIALLY REASONABLE AND STANDARD SECURITY PROCEDURES AT THE TIME OF SUCH BREACH. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations contained in this Section 15.10 may not apply to you.

15.11. <u>Indemnity</u>. You agree to defend, indemnify, and hold harmless each Coin Connection LLC Party from any claim, demand, action, damage, loss, cost or expense including, without limitation, attorneys' fees, arising out or relating to: (a) your unauthorized use of, or improper conduct in connection with, the Coin Connection LLC Offerings; (b) your violation of the Agreement; or (c) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms. The provisions of this Section 15.11 are for the benefit of the Coin Connection LLC Parties and each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

16. Copyright Policy/DMCA Compliance. Coin Connection LLC reserves the right to terminate the Account of any User who infringes upon third-party copyrights. If any User or other third-party believes that a copyrighted work has been copied and/or posted via the Coin Connection LLC Offerings in a way that constitutes copyright infringement, that party should provide Coin Connection LLC with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location of the copyrighted work that such party claims has been infringed upon; (c) a written statement by such party that it has a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) such party's name and contact information, such as telephone number or e-mail address; and (e) a statement by such party that the above information in such party's notice is accurate and, under penalty of perjury, that such party is the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Coin Connection LLC's Copyright Agent for notice of claims of copyright infringement is as follows:

ATTN: DMCA Copyright Agent support@coinconnection.net

P.O. Box 40467

Memphis, TN 38174

17. Disputes with Coin Connection LLC.

17.1. <u>Dispute Resolution Provisions</u>. The Agreement shall be treated as though it were executed and performed in Memphis, Tennessee and shall be governed by and construed in accordance with the laws of the State of Tennessee (without regard to conflict of law principles). The parties hereby agree to arbitrate all claims that may arise under the Agreement. Without limiting the foregoing, should a dispute arise between the parties (including the Covered Parties) including, without limitation, any matter concerning the Coin Connection LLC Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) the parties agree to submit their dispute for

resolution by arbitration before the American Arbitration Association ("AAA") in Memphis, TN, in accordance with the then current Commercial Arbitration rules of the AAA; and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be requested from support@coinconnection.net. We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before the AAA, in your county of residence, by filing a separate Demand for Arbitration, which is availablehere. For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous. To the extent permitted by law, you agree that you will not bring, join or participate in any class

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against the Covered Parties and/or their respective employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that any Covered Party incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (i) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (ii) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access a Coin Connection LLC Venue by sending an email to Support@coinconnection.net.

- 17.2. <u>No Waiver</u>. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 17.3. <u>Assumption of Rights</u>. If Coin Connection LLC pays out a Claim, reversal or Chargeback that you file against a recipient of your payment, you agree that Coin Connection LLC assumes your rights against the recipient and third parties related to such payment, and we may pursue those rights directly or on your behalf, in Coin Connection LLC's discretion.
- 17.4. <u>Release of Coin Connection LLC.</u> If you have a dispute with one or more Users, you release and hold the Covered Parties harmless from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.
- 17.5. <u>Limitation on Actions</u>. To the extent allowed by law, you agree and understand that any legal action against any Covered Parties must be instituted within one (1) year of the date any claim or cause of action arises and that any action filed after one (1) year from such date shall be time barred as a matter of law.
- 18. General Provisions.
- 18.1. <u>Capital Gains/Income Taxes</u>. Coin Connection LLC may not report any Customer transactions to the Internal Revenue Service; *provided, however*, that the purchase or sale of digital currency may be considered reportable as taxable income. It is the Customer's responsibility to contact a financial advisor for financial and tax related guidance. Coin Connection LLC will not issue tax documents and will not be held liable for any capital gains or tax implications due to the purchase or sale of Digital Currency by the Customer. Your taxes are solely your responsibility.
- 18.2. Electronic Order Entry Risk Disclosure and Disclaimer.
- 18.2.1. Coin Connection LLC specifically disclaims any liability or responsibility for Orders placed via any Coin Connection LLC Order entry system, for any losses or direct, indirect, consequential or

incidental damages, which the Customer may recognize or incur as a result of the use of any Order entry system. Further, Coin Connection LLC specifically disclaims any and all liability for the interruption, cancellation or other termination of any Coin Connection LLC Order entry system or any other Coin Connection LLC Offerings.

- 18.2.2. <u>Negligence</u>. All Orders placed through any Coin Connection LLC Order entry system are taken on a best-efforts basis. Coin Connection LLC shall not be responsible for errors, negligence or inability to execute Orders, nor shall Coin Connection LLC be responsible for any delays in the transmission, delivery or execution of Customer's Order(s) due to breakdown or failure of transmission or communication facilities, or for any other cause or causes beyond Coin Connection LLC's reasonable control or anticipation.
- 18.3. <u>Possible System Failure</u>. Order entry systems have been designed to provide an efficient and dependable method for entering Orders. Commercial Internet and wireless service providers are not one hundred percent (100%) reliable and a failure by one (1) or more of these providers may affect Order entry. The Customer acknowledges that the Order entry systems are mechanical systems and as such may be subject to failure beyond the control of Coin Connection LLC.
- 18.4. Force Majeure. Coin Connection LLC shall not be liable for any failure to perform its obligations hereunder due to the effects of Covid 19 or any similar virus, disease or pandemic (and any governmental and private sector responses thereto), fire, computer viruses, network failure, computer hardware failure, explosion, flood, lightning, act of terrorism, war, rebellion, riot, sabotage, orders or requests of any government or any other authority, legislative changes, strikes, lockouts or other labor disputes, or events or circumstances beyond its reasonable control.
- 18.5. <u>Not Legal, Accounting, Nor Tax Advice</u>. Information and Content made available by and through the Coin Connection LLC Offerings is not intended to provide legal, accounting or tax advice, and should not be relied upon in that regard.
- 18.6. No Warranty. THE COIN CONNECTION LLC OFFERINGS AND ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME ARE PROVIDED TO USERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, COIN CONNECTION LLC MAKES NO WARRANTY THAT THE COIN CONNECTION LLC OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME: (A) WILL MEET ANY USER'S REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; (D) WILL ENABLE ANY USER TO REALIZE ANY SPECIFIC FINANCIAL GOAL, FINANCIAL BENEFIT, INVESTMENT OUTCOME AND/OR OTHER FINANCIAL OUTCOME; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE COIN CONNECTION LLC OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. COIN CONNECTION LLC WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE COIN CONNECTION LLC OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM COIN CONNECTION LLC OR OTHERWISE THROUGH OR VIA THE COIN CONNECTION LLC OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. Coin Connection LLC has little control over the products or services that are paid for by and through the Coin Connection LLC Offerings and Coin Connection LLC cannot ensure that a buyer or a seller you are dealing with in connection with same will actually complete the transaction or is authorized to do so. Coin Connection LLC will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, check issuances and Digital Currency are processed in a timely manner, but Coin Connection LLC

makes no representations or warranties regarding the amount of time needed to complete processing because the Bitcoin<sup>TM</sup> Offerings are dependent upon many factors outside of our control, such as delays in the banking system, blockchain congestion, or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This Section 18.6 gives you specific legal rights and you may also have other legal rights that vary from state to state.

18.7. License Grant; Proprietary Rights. Each User is granted a non-exclusive, non-transferable, revocable and limited license to access and use the Coin Connection LLC Offerings. Coin Connection LLC may terminate this license at any time for any reason. Unless otherwise expressly authorized by Coin Connection LLC, Users may only use the Coin Connection LLC Offerings for their own personal, non-commercial use. No part of the Coin Connection LLC Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. No User or other third party may use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the Coin Connection LLC Offerings except as expressly permitted by Coin Connection LLC. No User or other third party may use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Coin Connection LLC Offerings, or any portion thereof. No User or other third party may create any "derivative works" by altering any aspect of the Coin Connection LLC Offerings. No User or other third party may use the Coin Connection LLC Offerings in conjunction with any other third-party content. No User or other third party may exploit any aspect of the Coin Connection LLC Offerings for any commercial purposes not expressly permitted by Coin Connection LLC. Each User further agrees to indemnify and hold Coin Connection LLC harmless for that User's failure to comply with this Section 18.7. Coin Connection LLC reserves any rights not explicitly granted in the Agreement. The Coin Connection LLC Offerings, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to same, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by any User or other third party of any part of the Coin Connection LLC Offerings is strictly prohibited. No User or other third party acquires ownership rights in or to any content, document, software, services or other materials viewed by or through the Coin Connection LLC Offerings. The posting of information or material by and through the Coin Connection LLC Offerings does not constitute a waiver of any right in or to such information and/or materials.

- 18.8. <u>Severability</u>. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 18.9. <u>Translated Agreement</u>. Coin Connection LLC may provide you with the ability to translate the Agreement to a language other than English. Any translation of the Agreement is provided solely for your convenience and is not intended to modify the terms of the Agreement. In the event of a conflict between the English version of the Agreement and a version in a language other than English, the English version shall apply.
- 18.10 Third Party Websites. The Coin Connection LLC Offerings contain links to other websites on the Internet that are owned and operated by third parties including, without limitation, the Social Media Websites and/or Third-Party Links. Coin Connection LLC does not control the information, products or services made available on, by or through these third-party websites. The inclusion of any link does not imply endorsement by Coin Connection LLC of the applicable website or any association with the website's operators. Because Coin Connection LLC has no control over such websites and/or resources, each User agrees that Coin Connection LLC is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from or through any such websites or for the protection of any User's data privacy by third parties. Each User further agrees that Coin Connection LLC shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on, by or through any such site.

  18.11 California User Consumer Rights. In accordance with Cal. Civ. Code Sec. 1789.3, California State resident Users may file grievances and complaints with the California Department of Consumer Affairs,

400 R Street, Ste. 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to dca@dca.ca.gov.

18.12 <u>For Alaska Residents Only.</u> If your issue is unresolved by Lux Vending, LLC; Phone (678) 435-9604, please submit formal complaints with the State of Alaska, Division of Banking & Securities. Please download the form here:

https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf. Submit formal complaint form with supporting documents:

Division of Banking & Securities

PO Box 110807 Juneau, AK 99811-0807.

If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call Nine Zero Seven Four Six Five Two Five Two One.

#### 19. Definitions.

- "Account" means a Personal Account or Business Account.
- "ACH" means the Automated Clearing House network.
- "Business Account" means an Account used primarily for business purposes and not for personal, family, or household purposes.
- "Business Days" means Monday through Friday, excluding Holidays.
- "Chargeback" means a request that a buyer files directly with her/his/its credit card company or credit card issuing bank to invalidate a payment.
- "Claim" means a challenge to a payment that a User files directly with Coin Connection LLC. "Customer Purchase Transaction" shall mean any sale operation whereby Coin Connection LLC sells Digital Currency to its Customer.
- "Customer Sale Transaction" shall mean any sale operation whereby Coin Connection LLC purchases Digital Currency from its Customer.
- "Customer Service" is Coin Connection LLC's customer support operations which can be accessed online through the Coin Connection LLC customer portal at any time, or by emailing support@Coinconnection.net or calling 1-888-295-8611.
- "Days" means calendar days.
- "Dispute" means a dispute filed by a User directly with Coin Connection LLC in the online customer portal
- "Holidays" means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, Coin Connection LLC shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, Coin Connection LLC shall observe the Holiday on the following Monday.
- "Information" means any confidential and/or personally identifiable information or other information related to an Account or User including, but not limited to, the following: name, email address, billing/shipping address, phone number and financial information.
- "Payment Method" means the payment method used to fund a transaction.
- "Personal Account" means an Account used for non-business purposes and used primarily for personal, family, or household purposes.
- "Policy" or "Policies" means any Policy or other agreement between you and Coin Connection LLC associated with your use of the Coin Connection LLC Offerings.
- "Restricted Activities" means those activities described in Section 11 of the Agreement.