

Coinflow Labs™ Terms of Service

Last Updated: July 6th, 2023

IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY BEFORE USING Coinflow AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 22.

1. PREAMBLE

The following Terms of Service (“Terms”) set forth the terms and conditions of the agreement between you, an individual user (“You”) and Coinflow Labs Limited (“Coinflow”) in conjunction with Coinflow’s offering of an Interface (as defined herein) to assist in participation purchasing goods and services via blockchain merchants and NFT technology (“the Service”) through our website or app (collectively, the “Site”), and govern your rights and responsibilities with respect to your use of the Service.

2. THE SERVICE

The Service is a software application made available by Coinflow that allows Users to (i) engage in transactions directly with Coinflow for the purchase of goods and services in exchange for fiat currency, in each case in accordance with the functionality of the Service (each such transaction, a “Transaction”);. Such Transactions may be facilitated through the Coinflow website directly, or through a Coinflow plug-in or other integration on a third-party platform. Additionally Coinflow provides services for getting digital assets to your bank account from your self-custody wallet through registered banking partners.

In order to use the payment functionality of Coinflow Labs Limited’s application, you must open a “Dwolla Account” provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla’s [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize us to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and

financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla Account activity, and can be reached at coinflow.cash, support@coinflowlabs.app and/or +1 (224) 236-3806

3. RELATIONSHIP BETWEEN THE SERVICES AND THE BLOCKCHAIN PROTOCOL

Coinflow provides an interface (the “Interface”) to a decentralized, computational ruleset and suite of services hosted on a public blockchain ledger related to the communication and coordination of letting users interact with goods and services. Coinflow itself is not a blockchain merchant and only facilitates the communication to merchants. There may be aspects of functionalities or services offered through the Protocol that are nonetheless not available via the Interface or the Site. Coinflow may decide to implement such restrictions or fail to incorporate such functionalities or services for various reasons, including concerns related to its own legal liability, standards emerging from other interfaces to the Protocol (if any), or for any other reason at all our own sole and absolute discretion.

Your use and enjoyment of the Service may involve the use of various digital-assets and blockchain technology. For example, some contests allow for the granting and reception of digital-assets and/or “non-fungible tokens,” or real-world or digital prizes whose ownership is recorded and transacted via a blockchain network (“NFT(s)”). Participation in these aspects of the Service may require you to pay transactional fees required by the underlying blockchain or distributed ledger service (“Blockchain Fees”). These Blockchain Fees are not levied directly by Coinflow, but rather are determined by your use of the Service and the underlying blockchain network according to the rules placed by that network’s community at large. You acknowledge that Coinflow does not directly receive Blockchain Fees and agree that Blockchain Fees do not constitute consideration for your use of the Service or participation in any Contest. You further acknowledge that Coinflow has no control over Blockchain Fees (including, without limitation, their applicability, methods of payments, actual payments, amounts, transmission, and

effectiveness) whether related to your use of the Service or otherwise, and agree that in no event will Coinflow be responsible to you or any other party for the payment, repayment, refund, disbursement, indemnity, or for any other aspect of your use or transmission of Blockchain Fees.

4. ACCEPTANCE OF TERMS

By accessing the Site and using any part of the Site or Service (including without limitation the Interface), you agree to be bound by these Terms. It is your responsibility to review these Terms regularly to determine whether they have changed. If you do not agree to all of the Terms, then you may not access the Site or attempt to use our Services.

5. TERMS REPRESENT ENTIRE AGREEMENT

These Terms, as may be updated from time to time, and which include Privacy Policy incorporated by reference herein, constitute the entire agreement between you and Coinflow with respect to the Site. These Terms supersede any prior agreements, oral or written, between you and Coinflow. To the extent there is any conflict between the language directly stated in these Terms and any provision of the Privacy Policy and/, the language directly written into these Terms shall have superseding effect. A provision of these Terms may be waived only by written instrument executed by the party entitled to the benefit of such provisions. The failure of Coinflow to exercise or enforce any right or provision of these Terms will not constitute a waiver of such, or any other, right or provision.

6. MODIFICATION OF TERMS

Coinflow reserves the right, at its sole discretion, to modify or replace the existing Terms at any time. Each time we modify or replace the Terms, we will note the date of the most recent update at the top of this document. Should any change in Terms occur, you shall be responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Coinflow Site and Service upon any change or modification of the Terms constitutes your constructive acknowledgement and acceptance of these modifications. If you do not agree to any such modifications we may make to the Terms from time to time, your only recourse is to discontinue your use of our Site and Services.

7. USER ELIGIBILITY

By using our Site or Service, you hereby represent and warrant that you are a natural person (corporate entities and similar organizations are not eligible to use the Coinflow Service) and you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in the Terms and to abide by and comply with these Terms.

Further, you represent and warrant that:

- i) You are the age of majority in your jurisdiction of residence (this is at least 18 in most states of operation). Age verification may be required.
- ii) You are not a citizen or resident of a prohibited country for the type of service in which you are participating,
- iii) You are not a person identified as a “Specially Designated National” by the United States Office of Foreign Asset Control (“OFAC”), your participation in the Service will not violate any rule or law enforced by OFAC, and your participation in the Service will not violate any other applicable law or rule enforced by any other governmental authority of competent jurisdiction (failure to meet any of these requirements will cause you to be a “Prohibited Person”).
- iv) You will establish only one account to participate in the Service offered on the Coinflow Site, and only you will operate the account.
- v) You will abide at all times by these Terms and any other agreements between you and Coinflow.

If any of the above representations and warranties are not met, in addition to any other rights and remedies available under law or equity, Coinflow reserves the right to suspend or terminate your account or access to the Service.

Further, in the event that Coinflow discovers that you have opened more than one account, in addition to any other rights that Coinflow may have, Coinflow reserves the right to suspend or terminate any or all of your accounts.

8. USER CONDUCT

As a condition of use, you agree not to use the Site or Service for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Coinflow.

In addition, you agree not to:

- abuse, harass, impersonate, intimidate or threaten Coinflow, other Coinflow users, or other community members of the Protocol or related blockchain technologies;
- use the Site for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;
- post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Contest participant;
- use the Site or the Service for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- engage in any conduct likely to deceive or defraud any person, including (without limitation) providing any false, inaccurate, or misleading information with the intent to unlawfully obtain the property of another or to provide knowingly or recklessly false information in a way that causes inaccuracy among the Interface or the Service;
- submit any information to the Site, Service, Interface, or Protocol (including User Content) that you know or should know to be untrue or otherwise with an intent to deceive or defraud any person or party;

- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to the Site, the Interface, Contest participants, the Protocol, or any underlying blockchain technology;
- attack the Website, the Service, the Protocol, or any underlying blockchain technology via a denial-of-service attack or a distributed denial-of-service attack;
- create or submit unwanted email ("Spam") or other form of digital messaging to any other Coinflow user(s);
- encourage or induce any third party to engage in any of the activities prohibited under these Terms; and
- otherwise attempt to interfere with the reasonably intended and proper working of the Site, Service, Interface, or Protocol.

Further, you agree not to submit comments discussing or linking to affiliate programs, multi-level marketing schemes, personal business ventures, or off-topic content; not to post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and not to use any robot, spider, scraper or other automated means to access the Site for any purpose (except for RSS feed access) without our express written permission.

Finally, you agree that you will not: (1) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (3) bypass any measures Coinflow may use to prevent or restrict access to the Site.

Violation of our rules may result in the removal of your content from the Site and/or the revocation of your access to the Service. You acknowledge and agree that Coinflow may remove any User Content and terminate any user's access to the Service at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content). IN ADDITION, ANY ATTEMPT BY A USER TO DELIBERATELY DAMAGE THE SITE OR SERVICE OR TO UNDERMINE THE

LEGITIMATE OPERATION OF OUR CONTESTS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT OCCUR, Coinflow RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT AVAILABLE BY LAW. YOU FURTHER CONSENT TO ENTRY OF AN INJUNCTION AGAINST YOU TO BAR ANY SUCH THREATENED OR ACTUAL ATTEMPT, WITHOUT THE NEED FOR Coinflow TO POST BOND.

To report abuse of the Site or Service, or violation of these Terms, please contact us at support@coinflowlabs.app

9. USER CONTENT

You understand that all content created or posted by users of either the Site or Service (including any artwork or other creative material associated with any NFTs) (“User Content”), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. This means that you are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Site. Under no circumstances will Coinflow be liable in any way for any User Content uploaded, posted, shared, emailed, transmitted or otherwise made available via the Site.

You represent that you will not use the Site or Service to post, share, email, transmit, or otherwise make available via the Site, or cause to be posted, shared, emailed, transmitted, or otherwise made available via the Site, any User Content that is: infringing, libelous, defamatory, abusive, offensive, obscene, pornographic, vulgar, or otherwise in violation of any law or right of any third party; or that infringes upon the intellectual property rights of Coinflow, its users, or any third party. You agree at all times to defend, indemnify and hold harmless Coinflow, its affiliates, successors, transferees, assignees, and licensees, and its respective parent and subsidiary companies, agencies, associates, officers, directors, members and employees of each, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees, arising out of or related to your breach of any obligation, warranty, representation, or covenant set forth herein.

You acknowledge that Coinflow may or may not pre-screen User Content, but that Coinflow and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, and/or move any User Content available via the Site or Interface. Without limiting the foregoing, Coinflow and its designees shall have the right (but not the obligation) to remove any User Content that violates these Terms or is otherwise objectionable in Coinflow's sole discretion. You understand that by using the Site, you may be exposed to User Content that you may consider offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any content available on or through the Site.

With respect to User Content you submit or make available on the Site, you grant Coinflow a perpetual, irrevocable, fully sub-licensable and transferable, worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed.

You are solely responsible for your interactions with other users of the Site. Coinflow reserves the right, but has no obligation, to monitor disputes between you and other users.

10. ACCOUNT PASSWORD AND SECURITY

Many portions of the Site may require registration for access. Such registration may require your use of certain Web3 capabilities, such a digital-asset wallet capable of interacting with the User's web browser or a blockchain node ("Web3 Utilities"), and/or you may be required to provide a valid email address and supply a username and password to be used in conjunction with your account (collectively, "Account Information"). You are responsible for maintaining the confidentiality of your Account Information, and are fully responsible for all uses of your username and password, whether by you or others. To the extent you utilize Web3 Utilities to access the Site or the Interface, you shall only operate such Web3 Utilities with a private key(s) that you created or have the direct, explicit permission of the party who created the relevant

private key(s). You acknowledge and agree that any Account Information is personal to you and to not provide any other person with access to or via your Account Information. Furthermore, you will not take any steps to mask your identity, location or demographic information. You should use particular caution when accessing the Website, the Interface, or the Services from a public or shared computer so that others are not able to view or record your password, private key, or other Account Information. You agree that all Account Information you provide to interact with the Website or the Service, including, but not limited to, through the Interface, is governed by our Privacy Policy, and you consent to all actions we take with respect to your Account Information as is consistent with our Privacy Policy.

If you utilize a Web3 Utility to access the Website, Service, or Interface that relies on a username, password, private key, or any other piece of private information as part of its security procedures, you must treat such information as strictly confidential, and you agree not to disclose that information to any other person or entity. You also agree to ensure that you lock or otherwise prevent its Web3 Utility from unauthorized use on this Website, the Interface, or the Service at the end of each use session. If you know, believe, or have reason to believe that any private key associated with your Web3 Utility has been intentionally or unintentionally compromised by or exposed to another party, you should transfer any assets or authorities associated with that private key to a newly generated, secure private key and cease using the previous one. The Company is not responsible for any harms, damages, claims, injuries, or complaints related to the User's lost or compromised private key.

If you provide any information that is inaccurate, not current, or incomplete, or Coinflow has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, Coinflow may deny you access to areas of the Service at its sole discretion. We reserve the right to disable any identity associated any Account Information, including without limitation that associated with a Web3 Utility (such as that represented by a public address) on the Website or to block any IP address from accessing the Website at any time in our sole discretion for any or no reason, including if, in our sole opinion, you or that identity has violated any provision of these Terms of Use.

You agree to (a) keep your Account Information confidential and to not share them with anyone else; (b) immediately notify Coinflow of any unauthorized use of your Account Information or account or any other breach of security; and (c) use only your Account Information to access the Site's Restricted Areas. IF THERE IS UNAUTHORIZED USE OF YOUR ACCOUNT, YOU WILL BE LIABLE FOR THE LOSSES INCURRED BY YOURSELF, Coinflow, AND OTHERS DUE TO ANY UNAUTHORIZED USE.

11. COMMUNICATIONS AND DISCLOSURES

As a result of your registration for the Service (if applicable), you may receive certain commercial communications from Coinflow. You understand and agree that these communications are part of your registration, and that you may opt out of receiving these communications at any time by either using the unsubscribe functionality or sending an email to support@coinflowlabs.app. Even if you unsubscribe from commercial communications, you will continue to receive transactional messages from Coinflow. These transactional messages may include information related to your participating or serving as an Organizer in a Contest, such as entry confirmations, the outcomes of such Contests, or your wins or losses in connection with any such Contests.

You acknowledge, consent and agree that Coinflow may access, preserve and disclose your Account Information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary: (i) to comply with legal process; (ii) to enforce these Terms; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, property, or personal safety of Coinflow, its owners, employees, agents, successors and assigns, its users and the public.

12. TECHNICAL MALFUNCTIONS

You will not hold Coinflow or its owners, shareholders and/or members, employees, or affiliates responsible for: any incorrect, invalid or inaccurate entry information; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions,

latency, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to, software and operating systems that do not permit an entrant to participate in the Service), including without limitation any injury or damage to any entrant's or any other person's computer equipment relating to or resulting from participation in the Service; inability to access the Site, or any web pages of Coinflow; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any site for any other reason whatsoever; typographical, printing or other errors; or any combination thereof.

If for any reason the Service is not capable of running as originally planned, or if the Site or Service or the Protocol becomes corrupted or does not allow for the proper usage and processing of entries in accordance with the rules, or if infection by a computer (or similar) virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Coinflow corrupts or affects the administration, security, fairness, integrity or proper conduct of the Service, Coinflow reserves the right, in its sole discretion, to disqualify any individual implicated from access or use of the Service or the Interface in such action and/or to cancel, terminate, extend, modify or suspend the Service. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Coinflow Site.

From time to time servers may overload and data may be lost. Coinflow assumes no responsibility for the occasional loss of data, irrespective of whether this loss is temporary or permanent in nature.

The failure of Coinflow to comply with any provision of these rules due to an act of god, hurricane, war, fire, riot, earthquake, terrorism, pandemic, failure or malfunction of the Protocol or any underlying blockchain technology, endemic, act of public enemies, actions of governmental authorities outside of the control of Coinflow (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of

these terms.

13. INDEMNITY

BY USING THE COINFLOW SERVICE, PURCHASING ANY GOOD OR SERVICE VIA THE INTERFACE, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND TO HOLD HARMLESS COINFLOW AND EACH OF ITS SUBSIDIARIES, AFFILIATES AND AGENCIES, AS WELL AS THE OFFICERS, DIRECTORS, OWNERS, MEMBERS, EMPLOYEES, SHAREHOLDERS AND REPRESENTATIVES OF ANY OF THE FOREGOING ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, FOR INJURIES, DAMAGES OR LOSSES TO PERSONS AND PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH YOUR USE OF THE SITE, PARTICIPATION IN THE SERVICE, THE RECEIPT, OWNERSHIP, USE OR MISUSE OF ANY GOOD OR SERVICE AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY.

14. NO WARRANTIES

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Coinflow DISCLAIMS ALL WARRANTIES--STATUTORY, EXPRESS OR IMPLIED--INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE, CONTENT, INTERFACE, AND SITE IS AT YOUR SOLE RISK. THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT COINFLOW HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION

REGARDING: WHICH USERS GAIN ACCESS TO THE SITE OR USE THE SITE; THE OPERATION AND FUNCTIONING OF THE PROTOCOL; WHAT EFFECTS THE CONTENT OR PROTOCOL MAY HAVE ON YOU; HOW YOU MAY INTERPRET OR USE THE CONTENT; OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE CONTENT OR INTERACTING WITH THE PROTOCOL. YOU RELEASE COINFLOW FROM ALL LIABILITY FOR YOUR HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICE OR THE SITE. THE SITE MAY CONTAIN OR DIRECT YOU TO SITES CONTAINING INFORMATION THAT SOME PEOPLE MAY FIND OFFENSIVE OR INAPPROPRIATE. COINFLOW MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SITE OR ANY FUNCTIONALITIES ACCESSED THROUGH THE INTERFACE, AND COINFLOW WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SITE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF YOUR DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF DOWNLOADED MATERIAL.

If the User is a California resident, **the User expressly and explicitly waives the benefits and protections of California Civil Code § 1542**, which states: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

15. LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT, UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, SHALL Coinflow BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING

WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Coinflow HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Coinflow'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO Coinflow FOR GENERAL USE OF THE SITE DURING IN THE PRECEDING SIX (6) MONTHS. THIS LIMITATION ON LIABILITY SHALL EXTEND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAWS.

16. OUR PROPRIETARY RIGHTS

All title, ownership and intellectual property rights in and to the Site and Service are owned by Coinflow or its licensors. You acknowledge and agree that the Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Coinflow, you agree not to modify, rent, lease, loan, sell, publicly display, distribute or create derivative works based on the Site or Service, in whole or in part.

17. LINKS TO THIRD PARTY SITES

The Site provides, or third parties may provide, links to third party sites or resources, including, but not limited to, third party advertisers or resources related to the Protocol or related blockchain technologies. Recognizing that Coinflow has no control over such sites and resources, you acknowledge and agree that Coinflow is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Coinflow shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Site or

resource. Your access or use of any third party sites shall be governed by the terms of use and privacy policies applicable to such sites. ACCESS AND USE OF THIRD PARTY SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES OF THIRD PARTY SITES OR AVAILABLE THROUGH THIRD PARTY SITES IS SOLELY AT YOUR OWN RISK.

18. TERMINATION

Coinflow may terminate or suspend the Site and any and all Services and your Coinflow account immediately, without prior notice or liability, if you breach any of the Terms and/or if we have reason to believe that you are using the private contest feature of our platform to facilitate illegal gambling activity separate and apart from our Site. Upon termination of your account or revocation of your access to the Site, your right to use the Site will immediately cease, and all rights under this contract shall cease other than those deemed to survive termination under Section 35 of the Terms.

If you wish to terminate your Coinflow account, you may simply discontinue using the Site or contact us with a note to say you wish to terminate your account. If you contact us expressing the desire to permanently close your account, we will do so at any time (to the extent we are capable) for any reason; however, be aware that any information stored by the Protocol or an underlying blockchain service may not be deleted by us or otherwise. Our retention of any account data following a request for termination shall be subject to the provisions of our Privacy Policy. The best way to contact us about terminating your account is by emailing us at support@coinflowlabs.app.

In addition, if you are the parent or guardian of a minor who you believe has accessed our site, we will close that account (to the extent we are capable) as related to our Site and Service immediately. The best way to contact us about terminating such an account is by emailing us at support@coinflowlabs.app.

19. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms. This means, among other things, that you agree, to the full extent permissible by law, no third party shall have any rights to bring claims arising out of these Terms on your behalf or to claim for themselves rights that are afforded to you under this agreement.

20. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Coinflow may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you are a copyright owner, or an agent of a copyright owner, and believe that any content on our Site, Service, or Interface infringes upon your copyrights, you may submit notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated Copyright Agent, with the following information in writing (see 17 USC 512(c)(3)): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Coinflow's designated Copyright Agent to receive notifications of claimed infringement can be reached at:

Copyright Agent
Coinflow Labs Limited
167 N Green Street Floor 10
Chicago, IL 60607
Email: support@coinflowlabs.app
Phone: +1(224) 599-4799

21. CHOICE OF LAW

You agree that any claim you may have against Coinflow, irrespective of whether the claim that is brought arises under contract, tort or other legal theory, shall be interpreted exclusively under the law of the State of California. No user of this Site, successor in interest, or any other party seeking to bring suit on behalf of the interests of a user may attempt to argue any state law claims under any theory other than the State of California. THIS CHOICE OF LAW CLAUSE SHALL APPLY WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES AND IRRESPECTIVE OF THE UNDERLYING CAUSE OF ACTION.

22. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:

Any controversy or claim arising out of, in connection with, or in any way relating to the Terms, with the exception of those controversies or claims specifically excluded in the following paragraph, shall be settled by a single arbitrator from the American Arbitration Association (“AAA”), in connection with AAA rules. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written, and binding on the parties

and may be entered as a judgment in any court of competent jurisdiction. Any such arbitration shall be held within a fifty mile radius of Chicago, IL.

You and Coinflow agree that the following types of disputes are not subject to this binding arbitration provision: (1) any disputes seeking to enforce or protect or concerning the validity of either any of your intellectual property rights or Coinflow's intellectual property rights; (2) any claim for injunctive relief; and (3) any type of dispute that is not eligible for arbitration based upon the applicable law of New York as governs these Terms. All such disputes must be brought before a court of appropriate jurisdiction within a fifty mile radius of Chicago, IL.

The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879.

In addition, you and Coinflow agree that any arbitration shall be conducted in the individual capacity only and not as a class action or other representative action, and the parties expressly waive the right to file a class action or seek relief on a class basis. YOU AND Coinflow AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: support@coinflowlabs.app. The notice must be sent within 30 days of your first use of the Service. Otherwise you shall be bound to arbitrate disputes. If you opt-out of these arbitration provisions, Coinflow also will not be bound by them.

Coinflow will provide 30-days' notice of any changes to this section. Changes will become effective on the 30th day after provision of the notice, and will apply prospectively only to any claims arising after the 30th day.

23. FORUM SELECTION

For any dispute not subject to arbitration, or where no election to arbitrate has been made, you and Coinflow agree to submit to the personal and exclusive jurisdiction of, and venue in, the federal and state courts located within a fifty mile radius of Chicago, IL. You further agree to accept service of process by mail or email, and hereby waive any and all jurisdictional and venue defenses otherwise available.

24. WAIVER AND SEVERABILITY AND TERMS

The failure of Coinflow to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

25. ASSIGNMENT

The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you under any circumstances, but may be assigned by Coinflow without restriction. Any assignment attempted to be made in violation of these Terms shall be deemed void. In addition, you agree that to the fullest extent permissible by law, no third party shall have any rights to bring claims arising out of these Terms on your behalf or to claim for themselves rights that are afforded to you under this agreement.

26. NO AGENCY

You agree that no joint venture, partnership, employment, or agency relationship of any kind exists between you and Coinflow, and that no such relationship is created or established by these Terms. YOU FURTHER ACKNOWLEDGE THAT BY SUBMITTING USER CONTENT TO

Coinflow, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND Coinflow.

27. STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

28. HEADINGS

The headings and section titles in the Terms are for convenience only and have no legal or contractual effect.

29. SURVIVAL

The following sections of these Terms shall survive the termination of the Terms and/or your account, irrespective of whether terminated by you or Coinflow: Sections 5, 6, 7, 12, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26,27,28 and this Section 29.