

Tokensoft Inc.

Website Terms of Service

Last Modified: March 9, 2021

Access to this site (www.tokensoft.io), websites powered by, or linked to this site, and related applications or services (collectively the "Website"), is provided by Tokensoft Inc. ("Tokensoft"). If you are seeing these terms of service through a website powered by Tokensoft such as a third-party security token sale or token distribution website, you are agreeing to Tokensoft's terms of service relating to services provided to you and such third party as further detailed below. These services include:

- Creating a single sign-in Investment Account with Tokensoft to access a security token sale and issuance website you entered in the past or wish to enter into in the future.
- Creating and sharing your investor profile for your Investment Account with information relating to your identity and investment profile necessary to participate in a sale or distribution by a third party or otherwise use the services provided.
- Reviewing and managing your investments and participation in sales.
- Accessing other Tokensoft services.

For purposes of these Terms of Service, Tokensoft shall mean and include Tokensoft affiliates, and Tokensoft and Tokensoft's affiliates' respective directors and employees. In these Terms of Service, may refer to Website users, prospective customers, and our current customers collectively as "you" or "User".

Each time you use or cause access to the Website, you agree to be bound by the following terms and conditions ("Terms of Service"). Please read these Terms of Service carefully before using the Website. Your access, link to, or use of this Website will constitute your acceptance of the Terms of Service. If you do not agree to these Terms of Service, you should not use the Website. The Terms of Service may be amended from time to time with or without notice to you. Modifications shall become effective immediately upon being posted. Accordingly, please continue to review the Terms of Service whenever accessing, linking to, or using this site. Your access, link to, or use the site or any service on this site, after the posting of modifications to the Terms of Service, will constitute your acceptance of the Terms of Service, as modified. If, at any time, you do not wish to accept the Terms of Service, you may not access, link to, or use the site.

By agreeing to the Terms of Service, you agree to the terms of our Privacy Policy (“Privacy Policy”) found at tokensoft.io/legal, which is expressly incorporated into these Terms of Service. All personal data provided to us as a result of your use of the Website will be handled in accordance with our Privacy Policy.

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, TOKENSOFT’S LIABILITY TO YOU IN CONNECTION WITH THE SITE IS LIMITED, AND YOU BEAR ALL RISKS ASSOCIATED WITH ANY INVESTMENTS THAT YOU MAKE.

DISPUTES UNDER THESE TERMS OF SERVICE WILL BE RESOLVED BY BINDING ARBITRATION AS FURTHER DETAILED IN SECTION 10. ADDITIONALLY, BY ACCEPTING THESE TERMS OF SERVICE, YOU AND TOKENSOFT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If you do not agree to the terms and conditions of this Terms of Service, you should immediately cease all usage of this Website. This Website may not be accessed or used by anyone under the age of 13, and Investment Accounts may not be accessed, used, or created by anyone under the age of 18.

1. General Terms

a. Description. The Website: (i) provides you as a User with general information about our products and services; (ii) provides a platform (“Platform”) for third party token issuers (“Issuers”) to (a) conduct sale, distribution, and administration of tokens such as securities, stablecoins, cryptocurrencies, or other digital assets and (b) to provide other offerings or services to you; and (iii) enables you as a User to participate in such offering or services provided by the Issuer.

b. Single Sign-On Investment Accounts. While you may always browse public-facing portions of the Website without registering with us, in order to access the password protected portion of the Website, you must register an Investment Account with us (an “Investment Account”), be at least 18 years old or have legal capacity to enter into agreements, or otherwise meet other criteria as determined by a particular Issuer. This Investment Account may be used in conjunction with Issuer’s offerings or services and future Tokensoft or Issuers’ offerings and services. When you login to this Investment Account on this Website or an Issuer’s site, you authorize sharing of your personal information with such Issuer as further detailed by our Privacy Policy and the Issuer’s Privacy Policy. We may limit the number of Investment Accounts you may have or

otherwise your use of this Website or related services without notice to you. We may in our sole discretion refuse to open an Investment Account for you.

c. Investment Account Security. You are responsible for the security of your Investment Account and are fully responsible for all activities that occur through the use of your credentials. You agree to immediately reset your login credentials then notify the Issuer and us help@tokensoft.io if you suspect or know of any unauthorized use of your login credentials or any other breach of security with respect to your Investment Account. We will not be liable for any loss or damage arising from unauthorized use of your credentials.

d. Accuracy of Information. When creating an Investment Account or providing information related to the services offered on this Website, you will provide true, accurate, current, and complete information as we request. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Investment Account if activities occur on your Investment Account which, in our sole discretion, would or might constitute a violation of this Agreement, cause damage to or impair the Site, infringe or violate any third party rights, damage or bring into disrepute the reputation of Tokensoft, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then we may terminate your Investment Account immediately without notice to you and without any liability to you or any third party.

e. Identity Checks. YOU ACKNOWLEDGE THAT WE WILL CHECK YOUR BACKGROUND AND IDENTITY AS REQUIRED BY APPLICABLE LAWS IN CONNECTION WITH CERTAIN USES OF THE WEBSITE OR ISSUER'S OFFERINGS AND SERVICES. YOU HEREBY AUTHORIZE US TO, DIRECTLY OR THROUGH THIRD PARTIES, MAKE ANY INQUIRIES AND CONDUCT ANY INVESTIGATION WE CONSIDER NECESSARY OR HELPFUL TO VERIFY YOUR IDENTITY AND TO TAKE ANY ACTIONS WE DEEM NECESSARY OR HELPFUL BASED ON THE RESULTS OF SUCH INQUIRIES AND INVESTIGATIONS. YOU FURTHER AUTHORIZE ANY AND ALL THIRD PARTIES TO WHICH ANY SUCH INQUIRIES OR INVESTIGATIONS MAY BE DIRECTED TO FULLY RESPOND TO SUCH INQUIRIES OR INVESTIGATIONS. YOU ACKNOWLEDGE AND AGREE THAT WE MAY, IN OUR SOLE DISCRETION, DENY YOU THE RIGHT TO USE THE WEBSITE OR INVESTMENT ACCOUNT. TOKENSOFT, ITS EMPLOYEES, AGENTS, AND AFFILIATES SHALL HAVE NO LIABILITY TO YOU FOR ANY LIABILITY OR OTHER LOSSES ARISING FROM ANY INQUIRIES OR INVESTIGATIONS ARISING UNDER THIS SECTION. WE USE A THIRD PARTY, ONFIDO, TO PROCESS YOUR IDENTITY CHECK.

f. Additional Terms. We may require you to agree to additional terms and/or policies from time-to-time in connection with your use of the Website or related services (“Additional Terms”). Such Additional Terms may include terms that govern your rights in connection with any offerings or services provided by Issuer. Except as expressly stated otherwise in such Additional Terms, any Additional Terms are hereby incorporated into and subject to this Agreement, and this Agreement will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency.

2. License to Use; Prohibition on Diverting Service Data

We grant you a personal, limited, non-exclusive, revocable, non-transferable, and non-sub-licenseable license to use the Website pursuant to these Terms of Service. We may provide certain portions of the Website under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time or that are otherwise the subject of an agreement between you and such licensors.

We are providing the Website to you only for your internal use and only for the purposes related to certain services provided to you by Tokensoft. You may not sell, lease, or provide, directly or indirectly, the Website or any portion of the Website to any third party without our written permission. You acknowledge that all proprietary rights in the Website are owned by us or by any applicable third party service providers selected by us providing us with all or part of the Website, or providing you with access to the Website, or their respective licensors, and are protected under copyright, trademark, and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights, or other rights in or to the Website, except those specifically set forth in these Terms of Service. You will protect and not violate those proprietary rights in the Website and honor and comply with our reasonable requests to protect our contractual, statutory, and common law rights in the Website. If you become aware of any violation of our proprietary rights in the Website, you will notify us in writing.

As between Tokensoft and you, Tokensoft retains all ownership and other rights associated with the Website generated data (“Data”).

You may not divert Data from the Website, either internally or externally, except as specifically authorized by Tokensoft. Tokensoft is not liable to you for any diverted, repackaged, or disseminated Data. Tokensoft reserves the right to audit your usage of Data in adherence to Tokensoft requirements and limitations specified within these

Terms of Service on an annual basis for the purposes of establishing and verifying that you have not diverted, repackaged or disseminated Data.

3. Issuer's Offerings and Services

None of the information contained in the Website constitutes a recommendation by Tokensoft or its affiliates to purchase, participate, or otherwise use the securities, offering, tokens, or services of Issuers. Tokensoft does not recommend or provide investment advice relating to your decision to buy or sell any Issuer's tokens, investments, securities, futures, options, or other financial instruments or other assets nor provides any investment advice or service. Tokensoft is not a party to the offering, sale, transaction, or agreement you enter into with the Issuer. You should refer to your agreement with the Issuer for information relating to above. The information contained in the Website has been prepared without reference to any particular User's investment requirements or financial situation. The information and services provided on the Website are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules, or regulations of any governmental authority or regulatory or self-regulatory organization or where Tokensoft is not authorized to provide such information or services. Some products and services described in the Website may not be available in all jurisdictions or to all customers.

4. Electronic Communications

Visiting the Website and/or related services or sending emails to Tokensoft constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

5. Referrals to Third Parties

By providing information on this Website and requesting Tokensoft to refer you to third party service providers, you authorize us to share information you provided to us

necessary for us to make such referrals and the third-party service provider to provide such service.

6. Testing Environment

If you attempt to or otherwise use any testnet, services labeled as “beta” or “demo”, or sandbox services on our Website or linked websites (collectively “Testing Environments”), you agree to use the test credentials and data provided by us, or otherwise provide fake information. You will not provide any real or otherwise personally identifiable information (e.g. SSN), sensitive financial information (e.g. username or password), or any information which you do not own or you are not authorized to use in our Testing Environments. As further detailed in Section 7 (No Warranty) All Testing Environments are provided “as is” and “as available” without any warranty and you should consider all tokens and funds at risks of loss. For avoidance of doubt, this section does not relate to any Website services relating to Issuer’s offerings or services.

7. No Warranty

The Website is provided by Tokensoft on an "as is" and on an "as available" basis. Tokensoft disclaims all warranties, express, implied, or statutory, including without limitation: implied warranties of merchantability and fitness for a particular purpose or course of performance or dealing and any warranties that materials on the Website are non-infringing. Tokensoft makes no representations or warranties of any kind, express or implied, regarding the use or the results of this Website in terms of its correctness, accuracy, reliability, or otherwise. Tokensoft does not warrant that the system, services, or any component thereof will meet the requirements of the user or that the operation of the system, service, or any component thereof, will be uninterrupted or error free. Tokensoft does not warrant that the Website will be secure; that the Website or the server that makes the Website available will be virus-free; or that information on the Website will be complete, accurate or timely. If you download any materials from this Website, you do so at your own discretion and risk. Tokensoft does not undertake any obligation to correct or update any information contained on this Website. Tokensoft shall have no liability for any interruptions in the use of this Website. Some jurisdictions do not allow the exclusion of implied warranties; therefore, the above-referenced exclusion is inapplicable in any such jurisdiction. Tokensoft does not own nor control the third-party website that linked you to the registration pages comprising the Website.

Tokensoft software, software-related services, and Website provided do not constitute

(i) a solicitation or offer for sale of investment by Tokensoft or (ii) recommendation by Tokensoft that you should invest in a token or investment offering or such offering is suitable to you. Tokensoft has not reviewed such offerings and makes no representations or warranties about Issuer's offerings or services. Tokensoft is not a party to any transaction you may determine to enter into directly with its customer or any Issuer, investor or other users of the Website. Any discussion of Tokensoft's customers or Tokensoft's customer's securities is purely informational for description of Tokensoft's software services only and makes no attempt to provide risks or complete discussion of the risks or a Tokensoft's offering or investment. You should neither construe any of the information contained on this Website as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make the information available through this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, legal, tax, or accounting advisors concerning any contemplated transactions. You should consult directly with such Issuer and review all documents and disclosures provided by the Issuer and consult with your counsel and other advisors before making an investment decision.

8. Limitation of Liability

You expressly understand and agree that, to the full extent permitted by applicable laws, in no event will Tokensoft be liable for damages, losses, and expenses of whatever nature and however arising, including without limitation direct or indirect, special, incidental, consequential, exemplary, or punitive damages or losses or expenses, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible loss arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation, or transmission, computer virus, or line or system failure, even if Tokensoft or its representatives are advised of the possibility of such damages, losses, or expenses. Hyperlinks to or from other internet resources are accessed at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements; the content, accuracy, opinions expressed, and other links provided by these resources are not endorsed by Tokensoft. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability, or any other basis. Your sole remedy for dissatisfaction with the site and/or information contained on the site is to stop using the site. In the event that the foregoing disclaimer of liability is held to be invalid or unenforceable, you agree that the maximum cumulative aggregate liability of Tokensoft to you for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence and strict

liability, or otherwise) at any time shall be the lesser of \$100USD or the aggregate cumulative amount paid by you to Tokensoft up to and including the time of the incurrance of such liability, if any, to access the Website. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

9. Indemnification

You agree to indemnify, defend, and hold harmless Tokensoft, its parents, subsidiaries, affiliates, officers, and/or employees from any claim or demand, including reasonable attorneys' and experts' fees and costs, arising out of your use of this Website, including information made available to you through this Website or the violation of this Terms of Service, including any breach of your covenants or agreements hereunder. Tokensoft reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you based on a third-party claim and, in such case, you agree to cooperate with Tokensoft in the defense of such matter.

10. Dispute Resolution

a. General. In the interest of resolving disputes between you and Tokensoft in the most expedient and cost-effective manner, you and Tokensoft agree that any dispute arising out of or in any way related to this Agreement or your use of the Site or Services will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Site, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND TOKENSOFT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

b. Exceptions. Notwithstanding Section 10.a above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state or local agency if that action is available; (iii) seek injunctive

relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

c. Arbitrator. Any arbitration between you and Tokensoft will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or by contacting Tokensoft. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement.

d. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("Notice"). Tokensoft's address for Notice is: 1950 W. Corporate Way PMB 19869, Anaheim, CA 92801 or by email at legal@tokensoft.io Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, then you or Tokensoft may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Tokensoft must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Tokensoft prior to selection of an arbitrator, then Tokensoft will pay you the highest of the following: (1) the amount awarded by the arbitrator, if any; (2) the last written settlement amount offered by Tokensoft in settlement of the dispute prior to the arbitrator's award; or (3) \$15,000.

e. Fees. If you commence arbitration in accordance with this Agreement, then Tokensoft will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco, California, but if the claim is for \$15,000 or less, then you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Tokensoft for all monies previously disbursed by it that are otherwise your obligation to pay under the

AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. Notwithstanding anything in this Agreement to the contrary, and for the avoidance of doubt, the arbitrator can award injunctive relief as a remedy in any arbitration required under these dispute resolution provisions.

f. No Class Actions. YOU AND TOKENSOFT 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. Further, unless both you and Tokensoft agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

g. Modifications to this Arbitration Provision. Except as otherwise provided in this Agreement, if Tokensoft makes any future change to this arbitration provision, other than a change to Tokensoft's address for Notice, then you may reject the change by sending us written notice within 30 days of the change to Tokensoft's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Tokensoft.

h. Enforceability. If Section 10.f above is found to be unenforceable or if the entirety of this Section 10 is found to be unenforceable, then the entirety of this Section 10 will be null and void.

11. Website Use

Unauthorized use of the Website and systems, including, but not limited to, unauthorized entry into Tokensoft's systems or misuse of any information is strictly prohibited. You may not use this Website in any manner that could damage, disable, overburden, or impair any Tokensoft site or service or interfere with any other party's use and enjoyment of any Tokensoft site or service. You may not attempt to gain unauthorized access to any Tokensoft site or service, computer systems, or networks connected to any Tokensoft site or service, through hacking, password mining or any other means. You

agree that you will not engage in any activities related to this Website that are contrary to applicable laws or regulations.

Your "Information" means any information and materials you provide to Tokensoft or other users in connection with your registration for or use of the Website. You are solely responsible for your Information. You hereby represent and warrant to Tokensoft that (a) you will not be false, inaccurate, incomplete, or misleading information; (b) you will not be fraudulent or your use or attempted use will not involve the sale of counterfeit or stolen items; (c) you and your information will not infringe Tokensoft's or any third party's copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity or privacy; (d) you and your information will not violate any state, federal, or local law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

(e) you and your information will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) you and your information will not be obscene or contain child pornography or be harmful to minors; (g) you and your information will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (h) you will not decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Website; (i) you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any activity conducted thereon; (j) you will not delete or alter any material Tokensoft makes available on the Website; (k) you will not frame or link to any of the materials or information available on the Website; (l) you will not access, tamper with, or use non-public areas of the Website, Tokensoft's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Tokensoft's service providers; (m) you will not restrict, discourage, or inhibit any person from using the Website; (n) you will not use the Website, without Tokensoft's prior express written consent, for any unauthorized purpose; (o) you will not gain unauthorized access to the Website, other Users' Investment Accounts or to other computers or websites connected or linked to the Website; (p) assist or permit any person in engaging in any of the activities described above, and (q) will not create liability for Tokensoft or cause Tokensoft to lose (in whole or in part) the services of its partners or service providers.

12. Proprietary Rights and Digital Millennium Copyright Act

Tokensoft Inc. and this Website's marks are trademarks and service marks referenced herein are trademarks and service marks of Tokensoft Inc. You are prohibited from using any marks for any purpose without the written permission of Tokensoft Inc.

Tokensoft respects the intellectual property rights of others. We will review all claims that we receive of copyright infringement. If we deem that any content is in violation of applicable laws, we will remove it. Please notify Tokensoft of any claimed infringement by emailing us at legal@tokensoft.io with the following:

1. A description of the copyrighted work and the URL on which it appears;
2. Your contact details, including email address;
3. A good faith statement that you believe our use of the work is not authorized;
4. A statement, made under the penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf; and
5. An electronic or physical signature of the copyright owner or a person authorized to act on their behalf.

13. We can terminate this agreement at will

We reserve the right, at our sole discretion, to restrict, suspend, or terminate these Terms of Service and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

14. Miscellaneous legal provisions

These Terms of Service are governed by the internal substantive laws of the State of California without regards to conflict of laws. You agree to submit to the exclusive personal jurisdiction of the state and federal courts in the State of California. The parties

each irrevocably waive their right to a trial by jury in any action arising from or relating to this Terms of Service. If any provision of this agreement is found to be invalid by a competent court, the invalidity of such provisions shall not affect the validity of the remaining provisions.

Additionally, if we choose to terminate any provision in accordance with the termination provision, that termination shall not affect the termination of other provisions. If we fail to act on, or enforce, any provision in this agreement, this shall not be construed as a waiver of that, or any other, provision. We will only grant waivers to specific provisions, for specific instances, in writing. These Terms of Service constitute the entire agreement between you and us with respect to this website and supersedes all previous or contemporaneous agreements. The section headings are merely provided for convenience and shall not be given any legal import. These Terms of Service will inure to the benefit of our successors, assignees, licensees, and sublicensees.

Contact Us

Tokensoft welcomes your questions or comments regarding the Terms of Service:

Email us at legal@tokensoft.io.

APPENDIX A: E-SIGN DISCLOSURE AND CONSENT

This policy describes how Tokensoft delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications: You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your use of this Website:

- Terms of service and policies you agree to (e.g., our Terms of Service and Privacy Policy), including updates to these agreements or policies;
- Your personal or financial information, and other Website and Investment Account details, history, transaction receipts, confirmations, and any other Investment Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your use of this Website.

We will provide these Communications to you by posting them on Tokensoft website, emailing them to you at the primary email address you may provide to Tokensoft, communicating to you via Website chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements: In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;

- A valid email address (your primary email address on file with Tokensoft);
- and
- Sufficient storage space to save past Communications or an installed printer to print them.

BETA TEST AGREEMENT
Last Updated: September 28, 2022

This BETA TEST Agreement ("Agreement") is entered into between Tokensoft Inc. along with the related Wrapped brand ("Wrapped") and website users of our product and services, prospective customers, and our current customers collectively as "Customer".

1. License Grant. Subject to the terms and conditions hereof, Wrapped grants to Customer, for the BETA Test Period identified below, a limited non-exclusive, non transferable, revocable license to use the Wrapped software products identified below ("Software") in object code format solely for the purpose of Customer's internal evaluation of the Software and not for general commercial use. Customer shall not use the Software for the processing of any live or production data.

2. No Services. Wrapped shall be under no obligation to provide Customer with any services except as explicitly set forth in section 5 herein.

3. Termination. The licenses granted hereunder terminate on expiration of the BETA Test Period. Additionally, either party may terminate this Agreement upon written notice to the other party at any time. Within five days after termination, Customer will (i) return to Wrapped the Software and all copies thereof in the form provided by Wrapped or (ii) upon request by Wrapped destroy the Software and all copies thereof and certify in writing that it has been destroyed. Sections 2 through 10 shall survive termination of this Agreement.

4. Proprietary Rights; Confidentiality; Restrictions. Customer acknowledges that the Software contains confidential information and trade secrets of Wrapped and its licensors. Customer will not: copy (except as strictly necessary to use the Software in accordance with the terms of section 1 hereof), distribute, sell, sublicense or otherwise transfer or make available the Software or any portion thereof to any third party; remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output; a modify, adapt, translate, reverse engineer, decompile or derive the source code for the Software, or authorize a third party to do any of the foregoing. Customer will reproduce all of Wrapped and its licensors' copyright notices and any other proprietary rights notices on all copies of the Software that Customer makes hereunder.

Customer will not use the Software or any documentation provided therewith for any purpose other than Customer's internal evaluation and the provision of feedback to Wrapped, and not to disclose to any third party without the prior written approval of Wrapped, the Software, its features, feedback (as defined in Section 8), related technical information identified as confidential or the results of any performance or functional evaluation or test of the Software (the "Confidential Information"). Customer will use no less than all reasonable efforts to protect the Confidential Information from unauthorized use or disclosure. Customer may disclose Confidential Information only to those of its employees who have a bona fide need to know such information for Customer's evaluation of the Software and who have first executed a written agreement that contains use and nondisclosure restrictions at least as protective as those set forth herein. Customer will immediately report any violation of this provision to Wrapped and shall employ all reasonable means to mitigate any damages or losses that Wrapped may incur as a result of any such violation. Customer's rights in the Software will be limited to those expressly granted in Section 1. Wrapped and its licensors reserve all rights and licenses in and to the Software not expressly granted to Customer

hereunder.

5. Delivery and Installation. Wrapped will provide the Software via electronic delivery. Customer will be responsible for installing the Software. Wrapped may provide reasonable assistance in connection with such installation.

6. Warranty. THE SOFTWARE IS PROVIDED "AS-IS." Wrapped DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE.

7. Acknowledgment of Beta Software. Customer acknowledges and agrees that: (a) the Software is not an official product and has not been commercially released for sale by Wrapped; (b) the Software may not operate properly, be in final form or fully functional; (c) the Software may contain errors, design flaws or other problems; (d) it may not be possible to make the Software fully functional; (e) the information obtained using the Software may not be accurate and may not accurately correspond to information extracted from any database or other source; (f) use of the Software may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (g) Wrapped is under no obligation to release a commercial version of the Software; and (h) Wrapped has the right unilaterally to abandon development of the Software, at any time and without any obligation or liability to Customer. Customer acknowledges and agrees that it should not rely on the Software for any reason. Customer is solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Software. Customer will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Customer's use of the Software.

8. Limitation of Liability. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF WRAPPED AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SOFTWARE, OR FOR ANY ERROR OR DEFECT IN THE SOFTWARE, OR FOR THE PROVISION OF TECHNICAL SUPPORT INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED ANY FEES PAID TO WRAPPED HEREUNDER. IN NO EVENT WILL WRAPPED OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

The limitations of liability set forth in this Agreement reflect the allocation of risk negotiated and agreed to by the Parties. The Parties would not enter into this Agreement without these limitations on its liability. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

9. Feedback. Customer will provide reasonable feedback to Wrapped concerning the features and functionality of the Software. If Customer provides feedback to Wrapped, all such feedback will be the sole and exclusive property of Wrapped. Customer hereby irrevocably transfers and assigns to

Wrapped and agrees to irrevocably assign and transfer to Wrapped all of Customer's right, title, and interest in and to all feedback including all intellectual property rights therein (collectively, "**Intellectual Property Rights**"). Customer will not earn or acquire any rights or licenses in the Software or in any Wrapped Intellectual Property Rights on account of this Agreement or Customer's performance under this Agreement, even if Wrapped incorporates any feedback into the Software.

10. **Audit.** Wrapped may, at any time during the term of this Agreement, upon reasonable written notice and during Customer's normal business hours, audit Customer's use of the Software at Customer's premises, as reasonably necessary to confirm that Customer is using the Software in accordance with the terms and conditions of this Agreement. Wrapped may use a third-party organization reasonably acceptable to Customer to assist Wrapped in conducting such an audit. Customer will cooperate with Wrapped in such an audit and will promptly make available to Wrapped all information and materials reasonably required by Wrapped to conduct such an audit.

11. **General.** Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Wrapped's prior written consent, and any attempted assignment without such consent will be null and of no effect. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications and understandings with respect to the evaluation of the Software and shall be construed in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law). The parties expressly agree that the United Nations

Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission or by overnight delivery service and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section.

Wrapped

c/o Tokensoft Inc.
201 W 5th Street, Suite 1100
Austin TX 78701-2983

Software: <https://wrapped.com/>

BETA Test Period: 01/01/2022 - 12/31/2023

Tokensoft Inc.

Privacy Policy

Last Modified: March 11, 2021

This Privacy Policy (the “Policy”) explains how Tokensoft Inc. (“Tokensoft,” “we,” “us” or “our”) handles and protects your personal information when you access or use our websites (www.tokensoft.io), content, features, pages, or our applications such as wallet services owned or operated by us (collectively, the “Services”). This Policy only applies to users and customers that access or visit the Services owned or operated by Tokensoft. We may refer to users and customers collectively as “you” within this Policy.

This policy does not apply to customers of Tokensoft using its white-label platform. Tokensoft is a service provider and does not control how customers use information obtained via our products.

If you are an individual wishing to obtain information about the data handling practices of one of our customers, please contact the customer directly. We will forward any inquiries relevant to our customers’ data handling practices directly to the customer.

1. CHANGES TO THE POLICY

We may modify or update this Policy from time to time by posting a revised version and updating the “Last Modified” date above. We may provide you with additional forms of notice as appropriate under the circumstances, such as email notices to the most recent email address we have on file for you. Your continued use of our Services after any modification to this Privacy Policy will constitute your acceptance of such modification.

In addition, we may provide you with “just-in-time” disclosures or additional information about the data handling practices of specific parts of our Services. Such notices may supplement this Policy or provide you with additional choices about how we process your personal information.

2. INFORMATION WE COLLECT

Personal information is any information that identifies you or makes you identifiable. Any information that is anonymized or aggregated is no longer personal information. We need to collect your personal information in order to provide you with our Services or support.

We may collect the following types of information:

i. Information You Provide to Us. We collect any information that you voluntarily provide to us, such as your inquiries through our website, information you provide about your business, suggestions for improvements, referrals, or any other actions performed by you on our Services.

ii. Transaction Information. When you purchase our Services, we will collect information about your payment method, and any other relevant transaction data.

iii. Wallet Services. When you use wallet services provided by Tokensoft (such as Knox Wallet), we will collect information relating to your addresses and accounts, transactions (e.g. amount, sender, receiver, and transaction descriptions), and any users or signers you provide us when using wallet and related services.

iv. Sign-up and Referral Information. In some cases, we may request information necessary to sign up for a Service or to refer you to one of our partners for a service. In these cases, we may collect your contact information, personal information, information relating to your business, its beneficial owners, its authorized signers, or other information requested by our partner or otherwise necessary to provide such Service or referral. In applicable cases, we use a third party, Onfido, to process your identity check.

v. Job Application Information. We collect any information you provide to us when you apply for a job with us. For example, we collect your resume, references, or other relevant information.

vi. Information About Your Use of the Services. We collect information about your use of the Services, such as your Internet Protocol ("IP") address, browser attributes and type, mobile device and operating system, the pages you visit on our Services, the content you view on the Services, the date and time of your visits, and other clickstream data that helps us understand how you interact with the Services. We may collect this information through third-party analytics tools.

vii. Geolocation Information. We may collect your geolocation information if your device has enabled sharing of your precise geolocation data.

viii. Cookie Information. We only use strictly necessary cookies and Google Analytics on our Services. Such cookies collect information about you, such as your IP address, user ID, and how you interact on our Services. Please see the Cookie section below for more information.

3. THIRD PARTY SOURCES OF INFORMATION

Upon your request, we may collect or share information about you or others from third-party products or services integrated into our Services. For example, you can post comments on our Medium blog by logging into your Medium account.

4. HOW WE USE YOUR INFORMATION

In addition to some of the specific uses of personal information we describe in this Privacy Policy, we may use information that we receive to:

- i. Provide the Services. When accessing wallets, our website, or otherwise using our Services, we collect certain information about you to be able to support your requests. For example, we may collect information about you and your company when you complete an inquiry form on our website or wallets to hear more about our products and services. An additional example includes how we collect information relating to your use of wallets at your request such as transactions descriptions or other account and transaction information. In some cases, we cannot provide you with our Services without processing your personal information.
- ii. Provide Service-related Communications. If you have purchased our Services, we will send you administrative or service-related information. Such communications may include confirmation of your transactions, technical notices, security updates, or other relevant information. Service-related communications are not promotional in nature, therefore they are not marketing communications. You cannot unsubscribe from service-related communications because they are important and can affect the way you use the Services.
- iii. Enforce our Terms, Agreements or Policies. We process your personal information to enforce certain terms, agreements and policies relevant to our relationship with you, including any agreements with third party partners. We may collect fees based on your use of the Services or referral services, and actively monitor, investigate, prevent or mitigate any alleged or actual prohibited, illicit or illegal activities on our Services. This processing allows us to maintain a trusted environment for you. We cannot perform the Services without such processing.
- iv. Provide Customer Support. Whenever you contact us for customer support or any other reason (e.g., diagnose or fix technology problems, to provide feedback, notify us of a dispute, etc.), we process any information you provide to us and any information we

already have about you. Without processing your personal information for such purposes, we cannot respond to you or ensure your continued use and enjoyment of the Services.

v. Provide Secure Services. We are committed to ensuring your personal information is processed securely on our Services. To maintain the security of our Services, we may process your personal information to investigate, detect, prevent or report fraud, misrepresentation, security incidents or breaches, spam, malware, malicious activities or other prohibited or illegal activities. In addition, we process your personal information to improve the security of our Services. We cannot provide the Services securely without such processing.

vi. Conduct Research and Product Development. We may process your personal information to improve, optimize or expand our Services or features of our Services. We do so by processing information about your use of the Services, any information you provide to us (e.g., feedback, survey responses, etc.) and by measuring, tracking and analyzing trends and usage in connection to your use or the performance of our Services. We take additional security measures when processing your personal information for such purposes, such as by de-identifying (or “pseudonymizing”) your personal information and limiting access to our personnel to such data. Without processing your information for such purposes, we may not be able to ensure your continued enjoyment of part or all of our Services.

vii. Engage in Marketing Activities. We engage in marketing activities with individuals that may be interested in our products and services. Please note, Tokensoft does not engage in marketing activities for end-users of white-labeled products and services, including but not limited to end users of its customers’ using the white-labeled platform. When Tokensoft provides services directly to the end user (e.g. to a wallet), Tokensoft may engage in marketing activities. When engaging in marketing activities, we may process personal information to: send you marketing communications; run contests, special offers or other events or activities; send you information about opportunities, products, services, contests, promotions, discounts, incentives, surveys, and rewards offered by us and select partners; or otherwise market our products and services, including targeted marketing. When you share your friends’ or business partners’ contact information with us, we may reach out to them on your behalf in accordance with applicable laws. You can unsubscribe from marketing communications at any time and without charge.

viii. Maintain Legal or Regulatory Compliance. We may be required to process your personal information under certain laws and regulations, such as compliance with recruitment and employment laws, tax laws or other business obligations, as otherwise required by applicable law. We cannot provide the Services to you without such

processing. We will disclose any other purposes to you in connection with our Services prior to processing your personal information for such purposes. You may choose not to allow us to process your personal information for any purposes that are not compatible with the purposes for which we originally collected your personal information or subsequently obtained your consent. However, you should be aware that if you choose to limit how we use your personal information, some or all of our Services may not be available to you.

5. SHARING OF YOUR INFORMATION

We may share your information as follows:

- i. **Affiliated Businesses.** We may share your personal information with group companies and affiliates. Affiliated businesses may use your information to help provide, understand, and improve the Services and Affiliates' own services.
- ii. **Our Service Providers, Business Partners and Others.** We may share your personal information with our service providers, business partners or third-party organizations that help us provide the Services to you. Such entities will be given access to your information as is reasonably necessary to provide the Service under contractual obligations at least as protective as this Policy.
- iii. **Anonymous or Aggregate Data.** Tokensoft or our service providers may share anonymized or aggregated information with any third parties. Such information no longer reasonably identifies you.
- iv. **Your Actions.** Any information or content that you voluntarily disclose for posting to the Services, such as blog comments or social media posts on our social media profiles, become available to the public.
- v. **Change of Control.** We may share your personal information with a subsequent owner, co-owner, or operator of our Services, or in connection with a corporate merger, consolidation, or restructuring; financing, acquisition, divestiture, or dissolution of all or some portion of our business; or other corporate change. We will notify you with any choices you may have regarding your information.
- vi. **Safety and Legal Compliance.** We may share your personal information if we believe that such disclosure is necessary to: comply with any applicable laws, regulations, legal processes or requests by public authorities (e.g., law enforcement, tax authorities, etc.); protect you, us or our other users' rights or property, or to protect our Services; comply or

enforce our terms, agreements or policies.

vii. Wallets. Transaction information you provide to us will be broadcast publicly the network necessary to confirm the transaction. Cryptocurrency transactions are by default public information and you should never consider such transactions private.

6. MARKETING CHOICES

Individuals have the right to opt out of (a) disclosures of their personal information to third parties not identified at the time of collection or subsequently authorized, and (b) uses of personal information for purposes materially different from those disclosed at the time of collection or subsequently authorized. Upon signing up, we offer you choices regarding the collection, use, and sharing of your personal information: (1) share with us and third parties, (2) only share with us, or (3) share with a specific third party issuer. You are only required to provide personal information required pursuant to regulatory requirements and issuer contractual terms to which you may have agreed. You will always have the ability to request that your data be deleted for a specific issuer's offering or for all purposes to the extent allowed by applicable regulations.

Our customers or prospects can always unsubscribe from marketing email communications from us by clicking on the "unsubscribe link" provided in such communications. As noted above, we do not collect customer end user information for marketing purposes. Also, you may not opt out of Service-related communications required either to meet contractual terms or regulatory obligations (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices, etc).

7. TRANSFER OF YOUR INFORMATION

When you access or use our Services, your information may be processed in the United States or any other country in which Tokensoft, its affiliates or service providers maintain facilities. Such countries or jurisdictions may have data protection laws that are less protective than the laws of the jurisdiction in which you reside. If you do not want your information transferred to, processed, or maintained outside of the country or jurisdiction where you are located, you should immediately stop using the Services.

8. ACCESS & MODIFICATION

You may access and update the information we have about you by contacting us directly at privacy@Tokensoft.io. We may need to verify your identity before we grant access or otherwise modify the information we have on file for you.

9. SECURITY

We use commercially reasonable safeguards to keep your personal information safe and require our service providers to do the same. However, the internet is not a secure environment and we cannot guarantee that your personal information is 100% safe.

10. RETENTION

We generally retain your personal information as long as necessary to fulfill the purposes of collection or to comply with applicable law. Otherwise we will try to delete your personal information upon your request or when we no longer need it for the purposes we originally collected it for. We will not delete any personal information that you share with other users, unless such other users also wish to delete their personal information at the same time.

We recognize that retention requirements can vary between jurisdictions, but we generally apply the following retention periods:

- i. Customer and User Marketing Contact Information. We will retain your marketing contact information until you unsubscribe from our marketing communications. Upon your request to unsubscribe, we will store your contact information on our suppression list to ensure we do not send you marketing communications in the future.
- ii. Information About Your Use of the Services. We collect information about your interactions with our Services and we may store such information indefinitely for the establishment or defense of legal claims, audit, or fraud and/or crime prevention purposes.
- iii. Google Analytics Data. Any Google Analytics information is retained up to one year from expiry of the cookie or the date of collection.

11. LINKS TO THIRD PARTIES

We are not responsible for the practices employed by any websites or services linked to or from our Service, including the information or content contained within them. Please

remember that when you use a link to go from our Service to another website or service, our Privacy Policy does not apply to those third-party websites or services, even if they are offered within or through our Services.

12. COOKIES

Cookies are small data files that we transfer to your device to collect information about your use of our Services. Cookies can be recognized by the website that downloaded them or other websites that use the same cookies. This helps websites know if your browsing device has visited them before.

We generally treat information collected by cookies and other tracking technologies as non-personal information. However, to the extent that IP addresses or similar identifiers are considered personal information by local law, we also treat cookie information with identifiers as personal information. If we combine non-personal information with personal information, then the combined information will be treated as your personal information for as long as it remains combined.

i. Purposes for Cookie Collection.

Cookies can be useful in many different ways, and we use cookies for a variety of purposes. TokenSoft uses cookies to help it understand how the Services are being used, such as whether you spent more time on a certain part of the Services, whether you experienced any technical issues, and more. Some of the functions performed by cookies are strictly necessary for us to be able to offer you our Services, while other cookies provide us with valuable insight about how we can improve our Services or help us with marketing our products and services to you based on your interests and preferences.

ii. Who Owns Cookie Data?

We use both first-party and third-party cookies on our Services. First-party cookies are cookies that are placed on your device by us, while third-party cookies are set by parties other than TokenSoft. Third-party cookies are operated by third parties that can recognize your device both when it visits our Services and when it visits other websites or mobile apps. TokenSoft does not control how third-party cookies are used, and we encourage you to check the websites of any third-party cookie providers for more information about how they use cookie information.

iii. How to Manage Cookies

- a. First-Party Cookies: You can enable, disable or delete cookies via your browser

settings. To do this, follow the instructions provided by your browser, usually located within the “Help”, “Tools” or “Edit” settings of your browser. Please be aware that if you disable cookies on your browser, you may not be able to access secure areas of the Services and parts of the Services may also not work properly (e.g., referral links or Service preferences).

b. Third-Party Cookies: Any cookies that are placed on your browsing device by a third party can be managed through your browser (as described above) or by checking the third party’s website for more information about cookie management and how to “opt-out” of receiving cookies from them. For Google Analytics, you may opt out by going to: [https:// tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout) (requires you to install a browser add-on).

13. “DO-NOT-TRACK” SIGNALS

Do-Not-Track is an optional browser setting that allows you to express your preferences about online tracking across websites. We do not have a way to respond to Do-Not-Track signals.

14. YOUR CALIFORNIA PRIVACY RIGHTS

California law permits California residents to ask us for a notice identifying the categories of personal information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. If you are a California resident and would like a copy of this notice, please submit a written request to us at the email address provided under the “Contact Us” section.

15. NOTICE TO INDIVIDUALS IN THE EUROPEAN ECONOMIC AREA AND SWITZERLAND

This section only applies to individuals using or accessing our Service while located in the European Economic Area, United Kingdom and/or Switzerland (collectively, the “Designated Countries”) at the time of data collection.

We may ask you to identify which country you are located in when you use or access some of the Services, or we may rely on your IP address to identify which country you are located in. When we rely on your IP address, we cannot apply the terms of this section to any individual that masks or otherwise hides their location information from us so as not

to appear located in the Designated Countries. If any terms in this section conflict with other terms contained in this Policy, the terms in this section shall apply to individuals in the Designated Countries. i. Our Relationship to You. TokenSoft is a data controller with regard to any personal information collected from individuals accessing or using its Service. A “data controller” is an entity that determines the purposes for which and the manner in which any personal information is processed. Any third parties that handle your personal information in accordance with our instructions are our service providers and are “data processors.”

You are a “User.” Users are individuals providing personal information to us via our Services, such as by sending us an inquiry form, signing up for our newsletter(s), or otherwise accessing or using our Services.

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LEGAL BASES FOR PROCESSING PERSONAL INFORMATION

The following are the legal bases we rely upon in processing personal information under Articles 6 and 7 of General Data Protection Regulation (GDPR):

- The data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- Processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; and
- Processing is necessary for compliance with a legal obligation to which the controller is subject.

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YOUR RIGHTS AND CONTACT INFORMATION

We will only contact you if you are located in the Designated Countries by electronic means (including email or SMS) based on our legitimate interests, as permitted by applicable law, or your consent. When we rely on legitimate interest, we will only send you information about our Services that are similar to those which were the subject of a previous sale or negotiations of a sale to you.

Upon signing up, under the Privacy Shield (described in more detail within Section K below), individuals have the right to opt out of (i) disclosures of their personal information to third parties; or (ii) uses of their personal information. You will have the ability to request that your data be deleted for a specific offering or for all purposes to the extent allowed by applicable regulations. If you prefer to change your selections as to the use of your personal information or you prefer your personal information not be disclosed to third parties for marketing purposes, please click an unsubscribe link in your emails or contact us at privacy@tokensoft.io. You can object to direct marketing at any time and free of charge.

Individual Rights. We provide you with the rights described below when you use our Services. We may limit your individual rights requests (a) where denial of access is required or authorized by law; (b) when granting access would have a negative impact on other's privacy; (c) to protect our rights and properties; or (d) where the request is frivolous or burdensome. If you would like to exercise any of your following rights under applicable law, please contact us at privacy@tokensoft.io. We may seek to verify your identity when we receive an individual rights request from you to ensure the security of your personal information.

- A. Right to withdraw consent. For any consent-based processing of your personal information, you have the right to withdraw your consent at any time. A withdrawal of consent will not affect the lawfulness of our processing or the processing of any third parties based on consent before your withdrawal.
- B. Right of access. Upon your request, we will provide you with a copy of your personal information in our files without undue delay and free of charge, unless we are permitted by law to charge a fee. Your access may be limited to the extent it would adversely affect the rights and freedoms of other individuals.
- C. Right to rectification (or "correction"). You may request to correct or update any

of your personal information in our files. We may provide you with the ability to update some or all of your personal information directly via the Services.

- D. Right to erasure (or the “Right to be Forgotten”). Upon your request, we will erase any of your personal information in our files that: is no longer necessary in relation to the purposes for which it was collected or otherwise processed; was collected in relation to processing that you previously consented to, but later withdrew such consent; or was collected in relation to processing activities to which you object, and there are no overriding legitimate grounds for our processing.
- E. Right to restriction. You have the right to restrict our processing of your personal information where one of the following conditions applies: 1) You contest the accuracy of your personal information that we processed. If you restrict processing based on this condition, you may experience an interruption of some or all of the Services during the period necessary for us to verify the accuracy of your personal information; 2) The processing is unlawful and you oppose the erasure of your personal information and request the restriction of its use instead; 3) We no longer need your personal information for the purposes of the processing, but it is required by you to establish, exercise or defense of legal claims; or 4) You have objected to processing, pending the verification whether the legitimate grounds of our processing override your rights. During the time which restriction of processing applies, we will only process your restricted personal information with your consent or for the establishment, exercise or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest. We will inform you if or when the restriction is lifted.
- F. Right to object to processing. You may object to our processing at any time and as permitted by applicable law if we process your personal information on the legal bases of: consent; contract; or legitimate interests. We may continue to process your personal information if it is necessary for the defense of legal claims, or for any other exceptions permitted by applicable law.
- G. Right to data portability. If we process your personal information based in a contract with you or based on your consent, or the processing is carried out by automated means, you may request to receive your personal information in a structured, commonly used and machine-readable format, and to have us

transfer your personal information directly to another “controller,” where technically feasible, unless exercise of this right adversely affects the rights and freedoms of others. Your right to data portability only applies to personal information provided by you to us.

- H. Notification to third parties. When we fulfill your individual rights requests for correct (or rectification), erasure or restriction of processing, we will notify third parties also handling the relevant personal information unless this proves impossible or involves disproportionate effort. Upon your request, we will identify such third parties.
- I. Right to lodge complaint. If you believe we have infringed or violated your privacy rights, please contact us at privacy@tokensoft.io so that we may resolve your dispute directly. You also have a right to lodge a complaint with a competent supervisory authority situated in a Member State of your habitual residence, place of work, or place of alleged infringement.
- J. Member representative. If you have questions, you may reach our member representative at DPR Group by sending an email to DPR Group at datainquiry@dpr.eu.com quoting <Tokensoft Inc.> in the subject line; submitting an inquiry online through their webform at www.dpr.eu.com/datarequest; or mailing your inquiry to 1-2 Marino Mart, Fairview, Dublin 3, Ireland.
- K. Transfer of your personal information. We transfer your personal information subject to appropriate safeguards as permitted under the Data Protection Laws. Specifically, when your personal information is transferred out of the Designated Countries, we have the required contractual provisions for transferring personal information in place with the third-parties to which your information is transferred. For such transfers, we rely on legal transfer mechanisms such as Standard Contractual Clauses or we work with U.S. based third parties that are certified under the EU-U.S. and Swiss-U.S. Privacy Shield Framework.

Tokensoft also participates in and has certified its compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks (“Privacy Shield”) as set forth by the U.S. Department of Commerce regarding the processing of personal information transferred the European Union (“EU”) member countries, European Economic Area (“EEA”), and Switzerland to the United States. Tokensoft has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there

is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about Privacy Shield, and to view our certification, visit the <https://www.privacyshield.gov>.

Under Privacy Shield, we are responsible for the processing of personal information we receive and any subsequent transfer of personal information to third parties acting for or on our behalf. We will remain responsible if a third party processes your personal information in a manner inconsistent with our Privacy Shield commitments or this Privacy Policy, unless Tokensoft is not responsible for the violation. Pursuant to the Privacy Shield Principles, Tokensoft will use personal information only in ways that are compatible with the purposes for which the information was collected or subsequently authorized by you.

Tokensoft commits to resolve complaints about the processing of EU, EEA, or Swiss personal information in compliance with the Privacy Shield Principles. Individuals with inquiries or complaints regarding this Privacy Policy should first contact Tokensoft at privacy@tokensoft.io.

If you have an unresolved complaint or dispute arising under the requirements of Privacy Shield, we agree to refer your complaint under the Framework to an independent dispute resolution mechanism. Our independent dispute resolution mechanism is the International Centre for Dispute Resolution / American Arbitration Association (“ICDR/AAA”). For more information and to file a complaint, you may contact the ICDR/AAA by visiting the website at <http://go.adr.org/privacyshield.html>.

The U.S. Federal Trade Commission has regulatory enforcement authority over our processing activities of personal information transferred pursuant to Privacy Shield. Under certain conditions, described more fully on the Privacy Shield website, you may invoke the binding arbitration option when other dispute resolution procedures have been exhausted. In certain situations, Tokensoft may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

HOW TO CONTACT
US

If you have any questions about this Privacy Policy or our Services, please contact us at privacy@tokensoft.io or 201 West 5th Street, Suite 1100, Austin, Texas 78701.