

## **Tokensoft Inc.**

### **Website Terms of Service**

Last Modified: March 9, 2021

Access to this site ([www.tokensoft.io](http://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](https://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](mailto: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](http://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](mailto: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](mailto: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](mailto: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.

# 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](http://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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:datainquiry@dpr.eu.com) quoting <Tokensoft Inc.> in the subject line; submitting an inquiry online through their webform at [www.dpr.eu.com/datarequest](http://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](mailto: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](mailto:privacy@tokensoft.io) or 201 West 5th Street, Suite 1100, Austin, Texas 78701.

## Terms and Conditions

Effective Date: July 25, 2019

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.**

### Your Acceptance of These Terms and Conditions

Thank you for your interest in the website of Anchor Labs, Inc. and our affiliates, including Anchorage Hold LLC and Anchorage Trust Company (collectively, "Anchorage", "us," "our," or "we"). These Terms and Conditions ("Terms and Conditions" or "Terms"), including the Anchorage Site Privacy Policy incorporated into these Terms by reference and any other applicable policies and guidelines, as may be updated from time to time, govern only your use of the Site. The "Site" refers to our publicly-available website ([www.anchorage.com](http://www.anchorage.com)) and all related and publicly-available websites and subdomains provided by us and on which a link to these Terms is displayed. The "Site" does not include any subdomains of our websites that require a password or other permission-based access credentials, which shall be not be governed by these Terms and is governed by an executed Custody Service Agreement. These Terms do not apply to other products or services, including mobile applications or custodial services, we may offer. These Terms constitute a legal agreement between you and Anchorage. By using the Site, you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the Site.

All references to "you" or "your," as applicable, mean the person who accesses or uses the Site in any manner, and each of your heirs, assigns, and successors. If you use the Site on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that entity to these Terms, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

**Note: If you are visiting the Site in your capacity as an agent of an organization that has executed a Custody Service Agreement with Anchorage or any of its affiliates or subsidiaries, where there is a conflict between the Custody Service Agreement and these Terms, the terms of the Custody Service Agreement control.**

### Eligibility

Access to and use of the Site is available only to individuals who are at least 18 years old and can form legally-binding contracts under applicable law. By accessing or using the Site, you represent and warrant that you are eligible.

### Ownership of This Site and Its Content

The Site, including any content that forms part of the Site, contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including copyright. All content and related intellectual property rights are the sole and exclusive property of Anchorage or its licensor. Except as otherwise provided herein, no content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, replicated, reverse- or re-engineered, posted or transmitted in any form or by any means without our express prior written permission. All rights not expressly granted by Anchorage in these Terms are expressly reserved.

### Your Obligations



To the extent that you provide personal information to Anchorage, you agree that it will be true, accurate, current, and complete and that you will update all personal information as necessary. Please see the Anchorage Site Privacy Policy for more information regarding information Anchorage collects, and how we use and share that information.

While using the Site you agree to comply with all applicable laws, rules, and regulations. You further agree that you will not:

- Upload or transmit through this Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer.
- Modify, tamper or change any information without authorization, or interfere with the availability of or access to the Site.
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or otherwise engage in the unauthorized use of any proprietary content, information or materials.
- Alter, modify, create derivative works of, sell, license or in any way exploit any part of the Site unless expressly permitted by Anchorage.
- Copy, reproduce, distribute, publish, display, perform, transmit, stream, broadcast, use, display, mirror, frame or utilize framing techniques to enclose the Site, or any portion thereof, unless and solely to the extent Anchorage makes available the means for embedding any part of the Site.
- Use any robot, spambot, spider, crawler, scraper or other automated means or interface not provided by us to access the Site or to extract data.
- Bypass any security or other features of the Site designed to control the manner in which the Site is used, harvest or mine content from the Site, or otherwise access or use the Site in a manner inconsistent with individual human use.
- Access, tamper with, or use non-public areas of the Site, Anchorage's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Anchorage's providers.

We reserve all rights and remedies available to us.

### **Communications**

Anchorage may send you emails concerning our Site, products, and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email. If you provide us with your telephone number, we may also call you to: (1) provide you with information you requested from us; and/or (2) respond to your inquiries regarding our products and services.

### **Disclaimers**

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. EXCEPT WHERE REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ANCHORAGE, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS SITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES

AVAILABLE OR PROMOTED THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANCHORAGE, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS SITE; (C) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THIS SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

### **Limitation of Liability**

YOUR USE OF THE SITE IS AT YOUR OWN RISK. ANCHORAGE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT AVAILABLE ON THE SITE OR FOR DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THIS SITE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL ANCHORAGE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE OR OTHER ECONOMIC ADVANTAGE) EVEN IF ANCHORAGE AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.

THIS LIMITATION OF LIABILITY SECTION APPLIES FULLY IN ALL STATES, INCLUDING RESIDENTS OF NEW JERSEY.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

### **Third-Party Links and Services**

The Site may provide information and content provided by third parties and links to third-party websites or resources we believe to be reliable. We are not responsible for the availability of such external sites or resources, and do not control, endorse, or sponsor and are not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Anchorage 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 linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

### **Modification and Discontinuation of the Site**

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently, this Site (or any portion thereof) and/or the information, materials, products and/or services available through this Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party in such event.

### **Assignment**

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be void.

### **Waiver, Severability, and Entire Agreement**

Our failure at any time to require performance of any provision of these Terms and Conditions or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Anchorage of any breach of any provision of these Terms and Conditions or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right herein.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

These Terms (together with our Privacy Policy and any other legal documents, policies, terms, or agreements governing the Site) comprise the entire agreement between you and Anchorage with regard to the Site and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained in these Terms. Notwithstanding the foregoing, if you are visiting the Site in your capacity as an agent of an organization that has executed a Client Custodial Agreement with Anchorage or any of its affiliates or subsidiaries, where there is a conflict between the Client Custodial Agreement and these Terms, the terms of the Client Custodial Agreement control.

### **Arbitration and Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Anchorage agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and governs any and all disputes arising out of or relating to your use of the Site, including claims that may arise after the termination of these Terms or agreement to arbitrate.

By agreeing to these Terms, you agree to resolve any and all disputes with Anchorage as follows:

*Initial Dispute Resolution:* Most disputes can be resolved without resort to litigation. You can reach Anchorage's Legal Department at [legal@anchorage.com](mailto:legal@anchorage.com). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Anchorage Legal Department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

*Binding Arbitration:* If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision

above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' or Privacy Policy's formation, performance, and breach) and/or your use of the Site shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. 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 or the Privacy Policy, including but not limited to any claim that all or any part of these Terms or Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. 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 shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com)); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 2 Embarcadero Center Suite 1500, San Francisco, CA 94111; and (c) send one copy of the Demand for Arbitration to Anchorage, ATTN: LEGAL, 221 Pine Street, San Francisco, CA 94104.

You will be required to pay \$250 to initiate an arbitration against us. If the arbitrator finds the arbitration to be non-frivolous, Anchorage will pay all other fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in San Francisco, California, United States of America. You and Anchorage further agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

*Class Action Waiver:* The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND ANCHORAGE 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 provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

*Exception: Litigation of Intellectual Property and Small Claims Court Claims:* Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual

property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

*30-Day Right to Opt Out:* 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 [legal@anchorage.com](mailto:legal@anchorage.com) with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Site or the effective date of the first set of Terms containing an Arbitration and Class Action Waiver section, whichever is later; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Anchorage also will not be bound by them.

*Changes to This Section:* Anchorage will provide thirty (30) days' notice of any changes to this section by posting on the Site, sending you a message, or otherwise notifying you directly. Amendments will become effective thirty (30) days after they are posted on the Site or sent to you.

Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Site.

*Survival:* This Arbitration and Class Action Waiver section shall survive any termination of the Site or any account you may have with Anchorage.

## **Governing Law**

These Terms are governed by the laws of the State of California without regard to conflict of law principles. For claims not subject to arbitration, you and Anchorage agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for the purpose of litigating any disputes between you and Anchorage arising out of or relating to these Terms or your use of the Site. We operate the Site from our offices in California, and we make no representation that materials included in the Site are appropriate or available for use in other locations. No joint venture, partnership, employment, or agency relationship exists between you, Anchorage, or any third-party provider as a result of the Terms or use of the Site.

## **Indemnity**

You are responsible for your use of the Site, and you agree to defend (at Anchorage's option), indemnify, and hold harmless Anchorage and its officers, directors, employees, contractors, consultants, affiliates, investors, service providers, business partners, subsidiaries and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your violation of any of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (ii) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iii) any dispute or issue between you and any third party.

Anchorage reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations) and you agree to cooperate with our defense of that claim. If the defense or settlement is assumed by you, Anchorage may at any time thereafter elect to take over control of the defense and settlement of the claim. You must not settle any claim without Anchorage' prior written consent.

**Modification of these Terms**

We reserve the right to update or modify the Terms at any time without prior notice, and except as explicitly provided herein, such changes will be effective immediately upon being posted through the Site, except as set forth below. Your use of the Site following any such change constitutes your agreement to be bound by the modified Terms.

Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications.

**Contact Us**

If you have questions about these Terms, please contact us at [legal@anchorage.com](mailto:legal@anchorage.com).

## **Privacy Policy**

Effective Date: July 25, 2019

Protecting your privacy is important to Anchor Labs, Inc. and our affiliates including Anchorage Hold LLC and Anchorage Trust Company (collectively, “Anchorage,” “us,” “our,” or “we”). Please take a few minutes to review this Privacy Policy (the “Privacy Policy” or “Policy”) before using the Site. The “Site” refers to our publicly-available website (www.anchorage.com) and all related and publicly-available websites and subdomains provided by us and on which a link to this Policy is displayed. The “Site” does not include any subdomains of our websites that require a password or other permission-based access credentials, which shall be not be governed by this Policy. This Policy does not apply to other products or services, including mobile applications, we may offer. By using the Site, you are consenting to the collection, use, and disclosure of your information as set forth herein. If you do not agree with this, please do not use the Site.

### **Scope of the Policy**

This Policy is part of the Terms and Conditions for the Site. This Policy includes any separate privacy notices and/or notices posted on particular pages of this Site that may provide more detail regarding the information we collect on those pages, why we need that information, and choices you may have about the ways we use that information.

Your information is currently collected and stored on servers located in the United States, although we may transfer your information to our service providers and others located in another country for the purposes described in this Policy. No matter where your information is collected, used, transferred or stored, if it was collected through this Site, it will be subject to the terms of this Policy.

### **Types of Information We Collect**

Anchorage collects information you knowingly and voluntarily provide when you use this Site. For example, we may collect the information you submit when you contact us or provide feedback through the Site.

We receive information from your devices, including IP address, http referrer fields, web browser type, mobile operating system version, phone carrier and manufacturer, unique device identifiers, and other information about your device and your usage of our Site. We also collect information that is sent to us automatically by your Web browser. We automatically receive information about your interactions with our Site, such as the pages or other content you view and the dates and times of your visits.

We may collect different types of information about your location, including general information (e.g., IP address, zip code) and with your consent, more specific information about your location (e.g., GPS-based functionality on mobile devices used to access the Site). If you no longer wish for us to collect and use GPS location information, you may disable the location features on your device, provided your device allows you to do this. Please see your device manufacturer settings. Please note that if you disable such features, you will not be able to access or receive some or all of the services, content, or features of the Site.

We use cookies, web beacons, and other electronic tools to manage and track your interaction with the Site. A cookie is a piece of data that a website you visit can set on your browser or elsewhere on your device. These technologies collect information that helps us better serve our users and enhance this Site, such as by tracking return visits, collecting Site usage information, and performing research, analysis, and Site analytics. Third parties whose products or services are accessible via links from the Site may also use cookies or similar tools, and we advise you to check their privacy policies for information about their

cookies and other privacy practices. If you prefer not to accept cookies through our Site, you can set your browser to warn you before accepting cookies or disable them altogether.

Please note that you can change your settings to notify you when a cookie is being set or updated, or to block cookies altogether. Please consult the "Help" section of your browser for more information (e.g., [Internet Explorer](#); [Google Chrome](#); [Mozilla Firefox](#); or [Apple Safari](#)). You can also manage the use of Flash technologies, including flash cookies and local storage objects with the Flash management tools available at [Adobe's website](#). Please note that by blocking, disabling, or managing any or all cookies, you may not have access to certain features or offerings of the Site.

We also use third-party web analytics services on the Site, such as those provided by Google Analytics and others. These service providers use electronic tools to help us analyze how our users use the Site and may collect information from you (including your IP address) that can be used to track users over time, for general location purposes, and across third party websites. To learn about opting out of Google Analytics, please [click here](#).

This Privacy Policy places no restriction on the use of information we automatically collect from your visit to the Site.

### **How We Use Your Information**

In general, we use information we collect through this Site:

- to provide the information, products, and services you request;
- to better understand your needs and interests;
- to analyze how you use the Site;
- to provide you with a personalized experience when you use this Site;
- to process and respond to inquiries, such as customer support questions and requests;
- to improve, expand, and promote the content, functionality and usability of this Site;
- to contact you with information and notices related to your use of this Site;
- to communicate with you, either directly or through one of our service providers, including for marketing and promotional purposes;
- to invite you to participate in surveys and provide feedback to us (in accordance with any privacy preferences you have expressed to us);
- to improve our products and services;
- to find and prevent fraud;
- to resolve disputes, to protect the rights, property, or safety of Anchorage, our Site visitors, customers, or the public, and to enforce any legal terms that govern your use of the Site or our other services and products;
- to improve our marketing and promotional efforts; and
- for any other purpose identified in any other agreement between us.

We may combine the information that we collect through the Site with information that we receive from other sources, both online and offline.

We may aggregate and/or de-identify information collected through the Site. We may use de-identified or aggregated data for any purpose, including without limitation for research and marketing purposes and may also share such data with any third parties, including without limitation, advertisers, promotional partners, sponsors, event promoters, and/or others.

### **How We Share Your Information**

We may share your information with third parties in the following cases:



- Where disclosure is required or appropriate to comply with laws, regulations, legal process, or a governmental request;
- With law enforcement officials, government authorities, or third parties, if we think doing so is necessary to protect the rights, property, or safety of Anchorage, our Site visitors, customers, or the public;
- To protect the security or integrity of the Site or our other services and products;
- To enforce our agreements, policies, and Terms and Conditions;
- To respond to an emergency which we believe in good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person;
- To investigate and defend ourselves or others against any third-party claims or allegations;
- With third-party service providers who act for or on behalf of Anchorage;
- With Anchorage employees and any related companies;
- While negotiating or in relation to a business transaction, such as a merger, sale of assets, insolvency, reorganization, receivership, assignment for the benefit of creditors, change of control, or bankruptcy; or
- With your consent.

### **Accessing and Controlling Your Information**

If you have any questions regarding the information we have collected about you, please contact us as described below.

### **How Long We Keep Your Information**

We generally retain information for so long as it may be relevant to the purposes above, consistent with any applicable agreement with a client. To dispose of information, we may anonymize it, delete it or take other appropriate steps. Data may persist for additional time in copies made for backup, business continuity purposes, or as required to comply with laws, regulations, or legal process.

### **Security**

We maintain administrative, technical, and physical safeguards to protect information that you submit to us. However, no system is completely secure or error-free. We do not, and cannot, guarantee the complete security of your information.

### **Children's Privacy**

The Site is not intended for children or minors under the age of eighteen years. We do not knowingly collect personal information from, or market online to, children under 13. If we become aware that a child under 13 (or a higher age threshold where applicable) has provided us with personal information as defined by the Children's Online Privacy Protection Act, we will take steps to comply with any applicable legal requirement to remove such information.

### **Links to Third-Party Websites**

Please note that the Site may contain links to third-party websites. Since we do not control third-party sites and are not responsible for any information you may provide while on such sites, we encourage you to read the privacy policies on those websites before providing any of your information on such sites.

### **California Do-Not-Track Notice**

This Site does not recognize or respond to browser-initiated Do-Not-Track signals.

### **This Policy May Change**

We reserve the right to update or modify this Policy at any time, without prior notice, by posting the revised version of this Policy behind the link marked "Privacy Policy" at the bottom of each page of the Site. Please check this page periodically for updates. Your continued use of this Site after we have posted the revised Policy constitutes your agreement to be bound by the revised Policy.

**Contact Us**

If you have questions about this Privacy Policy, please contact us at [legal@anchorage.com](mailto:legal@anchorage.com).