

## Terms of Service

*Last Revised as of May 11, 2018 (v1.1)*

Cryptanite (“Cryptanite”, “we”, “us”, “our”) is a smartphone mobile application that facilitate a purchase of intangible goods in the form of cryptocurrencies. The client (“Client”, “you”, “your”, “yours”) can purchase a diversified portfolio of the cleverly selected crypto-assets in a few clicks and build its own portfolio without having big transaction costs (the “Services”).

### 1. Introduction

#### 1.1 Acceptance

By signing up or otherwise using the Cryptanite application, Cryptanite websites (the “Site” or “Website”), or accessing any content or material that is made available by Cryptanite through the Cryptanite application (the “Content”) you are entering into a binding contract with ChargaCard, Inc., who owns the trademark Cryptanite and referred to in this text as Cryptanite. Your agreement with us includes these Terms of Service (the “Terms”) and our Privacy Policy (The Terms, Privacy Policy, and any additional terms that you agree to are referred to together as the “Agreements”). If you wish to review the terms of the Agreements, the effective version of the Agreements can be found on Cryptanite’s website (cryptanite.com). You acknowledge that you have read and understood the Agreements, accepted these Agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, you may not use the Cryptanite application in any manner.

**Depending on your place of residence, you may not be able to use all the functions of the Site. It is your responsibility to follow those rules and laws in your place of residence and/or place from which you access the Site.**

Please read the Agreements and, specifically, these Terms carefully. They cover important information about Cryptanite application provided to you and any charges, taxes, and fees we bill you. The Agreements include information about future changes to the Agreements, export controls, automatic renewals, limitations of liability, privacy information, a class action waiver, and resolution of disputes by arbitration instead of in court.

#### 1.2 Term and Cancellation

These Terms of Service remain in effect until canceled by either party, as explained elsewhere. Cryptanite may cancel these Terms or any aspect of the Service at any time upon ten (10) days advance notice for any reason. Cryptanite may cancel these Terms of Service with you or any aspect of the Service provided to you immediately if you breach any obligations required of you in these Terms of Service, any of the documents described in these Terms, or, in our judgment, you are about to breach any such obligation.

#### 1.3 Limitations on Use

You affirm that you are (1) at least 18 years of age or older, and (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. You also promise that any registration information that you submit to Cryptanite is true, accurate, and complete, and you

agree to keep it that way at all times. Additional limitations on the permitted use of our Cryptanite application and Services may be found elsewhere in the Agreements.

## **2. Changes to the Agreements**

Occasionally we may, at our discretion, make changes to the Agreements. When we make changes to the Agreements, we'll provide you with prominent notice as appropriate under the circumstances, such as by displaying a prominent notice within the Cryptanite application or by sending you an email. In some cases, we will notify you in advance. Your continued use of the Cryptanite application after the changes have been made will constitute your acceptance of the changes. Please therefore ensure you read any such notice carefully. If you do not wish to continue using the Cryptanite application under the new version of the Agreements, you may terminate the Agreements by contacting us through the Customer Support contact form.

Cryptanite reserves the right to revise, modify and supplement the content of the Site and these Terms (and all other documents related hereto or described herein) at any time in Cryptanite's sole discretion. The latest Terms or other applicable document will be posted to the Site and the date indicated as "Last Modified" at the beginning of these Terms of Service or with respect to any other modified document will be updated to reflect the date as of which the last of any such revisions, modifications and supplementation occurred. Your continued use of the Cryptanite application and the Service from the date the modified version is posted to the Site shall be deemed to constitute Your affirmative acknowledgment of, and agreement to abide and be bound by, the modified terms, conditions and obligations therein. Therefore, you should regularly check the Site for updates and/or changes. If You object to any of these revisions, modifications or supplementations or become dissatisfied with the Service in any way, your sole recourse is to immediately discontinue Your use of the Service and the Site.

Cryptanite reserves the right to revise, modify and supplement the Terms of Service at any time in Cryptanite's sole discretion. Cryptanite will notify You of any such change to the Terms of Service, and You shall promptly notify Your customers who are subject to the Terms of Service of the change.

## **3. Services and Features**

Cryptanite is a smartphone mobile application that serve You to rapidly and easily purchase a bunch of intangible goods in the form of cryptocurrencies, selected by use of our algorithms and according to the popular resources and baskets. You buy a diversified portfolio of the selected crypto-assets in a few clicks, build your own portfolio without having big transaction costs. We may use third party services to assist in these services.

Among our main features are:

- best practice UX design;
- security (your private keys are stored only on your device, not on our servers);
- the opportunity to buy several popular crypto currencies with a few clicks, using baskets (the options available with fixed amounts, set in the Cryptanite application);
- use of Stripe for your purchases.

**Cryptanite doesn't exercise any intermediary or broker currency/cryptocurrency exchange services and when providing you with cryptocurrency Cryptanite transfers its own cryptocurrency which was mined on the own equipment of Cryptanite.**

**Caution! You understand that if Cryptanite application is moved to another device or deleted, your crypto wallet can only be recovered with your personal/private keys that you should back up.**

From time to time, Cryptanite may develop and incorporate other features into the Service, either in connection with existing features or on a stand-alone basis. Your use of such additional features, if any, is governed by these Terms of Service.

As part of the Service, Cryptanite may make available to you additional features that allow you to integrate or use the Service with products and services provided by third-parties ("Add-On Features"). Add-On Features may be provided for a fee or at no charge. You agree that you will pay all applicable fees for the Add-On Features that you sign up for. Cryptanite does not endorse any third-party products or services that you use or may be entitled to use in connection with the Service or an Add-On Feature. You understand that Add-On Features may impact your use of the third products or services with which these features integrate.

#### **4. User Registration**

During your use of our Services, we may ask you to authorize yourself using your Google account and provide us with your email. Our Services may be unavailable to you without the creation of such a user account.

The accurate submission of information, when asked of you, is required to participate in some aspects of our Services. You agree to not submit knowingly false, fraudulent, or inaccurate information in connection with creating a user account on our website, and that you are creating a user account on your own behalf, or with the express consent of a third party who is authorized to use our Services and Websites, and agrees to these Agreements.

We may collect data regarding your use of our Services, such as information regarding page view, login times, IP addresses, activity on our websites, crash statistics, and other related information, some of which may be associated with your user account, which may contain personally identifiable information. A description of our privacy policy is more fully developed at the Privacy Policy portion of the Terms.

We may disable or remove your user account for any reason, at any time, in our sole discretion and without your consent or prior knowledge. Such reasons may include for lack of payment of fees, because our business is no longer viable, or the Service or aspect of the Service is no longer viable, for maintenance on our Site or in connection with our Services, or for any other reason.

#### **5. Fees**

We may charge a fee for our Services (the "Fee" or "Fees"). Fees are subject to change without notice. Such Fees may be assessed for you use of our Services. Nevertheless, we may provide grace periods with free of charge or other conditions, or exempt you from fees during a beta testing period.

Any fees due in connection with the Service are non-refundable. Cryptanite's prices and fees may include transaction or credit card processing fees, sales, use, service, value-added or similar taxes, to be displayed on the given transaction. You shall pay applicable taxes, unless you have provided to Cryptanite an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities. All payments must be made in United States dollars.

In the event you wish to contest or dispute payment to, or collection by, Cryptanite of any sums in connection with the Service, you must provide written notice of such contest or dispute to Cryptanite within 60 (sixty) days of the date on which any such sum becomes due, such as by contacting us through our support e-mail address.

### **5.1 Transaction Fees and Payment**

Cryptanite will charge 25\$ of the full amount of your payment, regardless the option you may choose in Cryptanite application. For example, if you would choose the first option which may be equal to 500\$, your total payment would be 500\$, of which 25\$ go to Cryptanite and 475\$ will be converted into your cryptocurrency. If you would choose the second option which may be equal to 1000\$, your total payment would be 1000\$, of which 25\$ go to Cryptanite and 975\$ will be converted into your cryptocurrency.

In case the action is failed the transaction won't be completed.

### **5.2 Financial partners**

In order to make payments in our application, we may involve our reliable and certified financial partners. One of them can be Stripe, Inc.

Any funds transferred through Stripe are held by Stripe's financial institution partners as set out in the Stripe Terms of Service. You understand that when you enter your personal credit or debit card data, it will be directly sent to Stripe via Stripe API. We don't receive or save this information.

### **5.3 Beta-testing period**

In order to make payments in our application, we may involve our reliable and certified financial partners. One of them can be Stripe, Inc.

Any funds transferred through Stripe are held by Stripe's financial institution partners as set out in the Stripe Terms of Service. You understand that when you enter your personal credit or debit card data, it will be directly sent to Stripe via Stripe API. We don't receive or save this information.

## **6. Our Intellectual Property Rights**

Cryptanite, or other third parties, owns all rights, title and interest in and to the Service and the Site, and portions and similar owns or licenses all applicable rights to any Intellectual Property Rights, as defined in this section, whether registered, unregistered, or eligible to be registered, and any trademarks, logos and service marks ("Marks") displayed on the Site or through the Service.

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You acknowledge and agree that no title to any Intellectual Property Rights of Cryptanite or such third parties is transferred to You, and that You do not obtain any rights, express or implied, in the Site or the Content other than the rights expressly granted in these Terms of Service. The Content may be protected by copyright and other Intellectual Property Rights. You are prohibited from using any Marks for any purpose including, without limitation, use as metatags on other pages or sites on the World Wide Web without the written permission of Cryptanite or such third party that may own the Marks. You agree not to remove, obscure or alter the copyright notice, trademarks or other proprietary rights notices belonging to Cryptanite or such third parties affixed to or contained within or accessed in conjunction with or through the Site. Your use of the Service, the Content or the Site is not an endorsement of You or Your business by Cryptanite, and You shall not utilize the trademarks, logos or service marks of Cryptanite or such third parties to suggest any endorsement or affiliation to them. You remain owner of all rights, title and interest in and to the Intellectual Property Rights in Your trademarks, logos and service marks. If You upload any trademark, logo or service mark, or other material, you thereby grant Cryptanite a limited license to use such in conjunction with your use of the Service, such as on your invoices or web page displays generated by the Service, and to identify you as a user of the Service.

You agree that Cryptanite's service providers and suppliers are third-party beneficiaries of the above provisions, with all rights to enforce such provisions as if they were each a party to these Terms of Service.

## **7. Your Intellectual Property Rights**

At various times, you may submit content to our Website or Services (the "User Submitted Content"), such as the name, logo, or trade dress of a your business, or any other material or content. Such content may contain text, images, hyperlinks, content subject to intellectual property protection such as but not limited to trademarked information, and other information and media. You represent that you own or control all of the rights to all of the material submitted to our website, including but not limited to images, and that this material does not violate our Terms, or the rights of any third party, or any relevant laws. We will make public any data submitted to us at our sole discretion, even if this data may be noted as private, confidential, trade secret, or otherwise not intended for public display.

You should not submit or share secret material to us with the expectation that this material will remain secret.

You grant Cryptanite a perpetual, unlimited, irrevocable license to use, reproduce, modify, distribute, or display materials you submit on our website in connection with our Services, or in any other manner at any other time, including for promotional or other commercial purposes not connected with our Services.

We may process, use, analyze, or commercialize material you submit in any way, including in ways not yet known, without any compensation, notice, or your consent, at any time, and without the compensation, notice, or consent of any third parties or successors in interest. We may remove or modify material you submit at any time, without your consent or prior notification.

Cryptanite and our Website and Services are not a repository for your data. We may lose, eliminate access to data you submit, or disable your ability to access this data, at any time, at our sole discretion, without prior notice or your consent. Our display or hosting of data you submit does not create any implied right of any kind. We disclaim all responsibility, and assume no liability for any material posted by any third party, including you, or that may result from a loss, modification, or revocation of access to you, any other User, or a third party, to such data.

We may not monitor the material submitted by you, any User, or any third parties for accuracy or for compliance with these Terms or any other relevant terms or laws. We make no express or implied representations regarding the accuracy of such User Submitted Content or other content.

We are not responsible for future misuse or misappropriation of any content posted on our website by third parties, even if this use is not in compliance with these Terms.

You may not submit content you know or believe to be spam, pornographic, illegal, malicious, intentionally defamatory, intending to harm our Services or Website, harm another user, or harm any third party.

You may submit other content to us, such as but not limited to feedback, ideas, reviews, and comments. These submissions in any form are similarly covered by all terms of this section.

## **8. Prohibited Uses**

The following uses of our Website and Services are prohibited: (a) the use of automated spiders, crawlers, or scrapers, except in connection for inclusion with publicly available web search engine results online (downloading, crawling, or programmatically accessing our Services or Site in any way with the intent to reproduce our information on any another website, a content aggregator, or any similar website, is prohibited without our prior written consent); (b) using our Services or Website with the intent of modifying, verifying, or compiling records of any kind, or the assessment of taxes by any taxation authority, its employees, or agent; (c) using our Services or Site with the intent of harassing us, our users, or any third party; to commit any kind of fraud; to intend to cause any harm to us, our users, or any third party; or to instigate or participate in a denial of service attack or similar malicious attack directed at us, our users, or any third party; (d) using our Services or Site with the intent of infringing on the intellectual property rights of any other party; (e) using our Services or Site with the intent of violating any provision of law, rule, or regulation.

## **9. Misconduct and Intellectual Property Violations**

If you believe that any User has acted inappropriately, which may include, but is not limited to, offensive, violent, illegal, or otherwise inappropriate behavior, you may report such violations to: [support@cryptanite.com](mailto:support@cryptanite.com).

Cryptanite respects the intellectual property rights of our Users, and of third parties. If you believe that your intellectual property rights have been in some way infringed, you may contact us at [support@cryptanite.com](mailto:support@cryptanite.com), through which our Copyright Agent may be contacted. We may require you to submit additional information with your query at our future discretion, which may include an identification of the offended material, the basis through which you believe your claim is valid, your contact information, and a sworn statement regarding your status as the true copyright holder.

We may limit access to, or temporarily or permanently remove material we believe to be in violation of copyright laws or of another's intellectual property, even without complaints from Users or third parties. We will comply with the appropriate provisions of the DMCA to the extent possible in handling alleged copyright violations.

#### **10. Violations of Terms. Termination**

We may terminate this legal agreement with you, at any time, without notice, and at our sole discretion if (a) you have breached any provision of the Terms, or any law or rule or regulation, or we believe you intend to make such a breach, or we believe you are unable to comply with any provision of the Terms; or (b) we are required to do so by law; or (c) we cease operation or providing Services or our Site.

You may terminate your legal agreement with us at any time by (a) discontinuing the use of our Services, for example, if you have a user account with us, you must delete your user account or inform us of your desire to delete this account, or (b) affirmatively manifesting to us that you wish to terminate this legal agreement, such as by e-mailing [support@cryptanite.com](mailto:support@cryptanite.com).

Our or your termination of this Agreement shall not in any way impact the rights you have agreed to as detailed in the Disclaimer of Warranties and General Disclaimer, Indemnification, Arbitration, and choice of law provision sections elsewhere in these Terms, or in any other section that explicitly notes it shall continue to be in effect after the expiration or termination of our relationship. These sections remain in effect, and therefore our protections remain in effect, so long as you or your successors in interest retain the ability to litigate any legal claim you may have against us, or any third party that may in any way implicate or involve us maintains such claims, and so long as you or your successors in interest remain liable for any civil or criminal claim arising out of or in any way implicating us or the use of our Site or Services.

The termination of your account or your relationship with us may result in the loss of information associated with your user account or your usage of our Services such as, for example, any User Submitted Content, or may permanently restrict your access to our Services. Cryptanite does not accept any liability for any loss you may incur resulting from the loss of such information, or Services.

#### **11. Data Security and Data Use**

You acknowledge and agree that any information you enter into the Service, including but not limited to customer contact information and financial account information, may be utilized by Cryptanite for the sole purpose of providing the Service to you. You represent and warrant that You have all rights to provide any such data to Cryptanite and to grant Cryptanite the foregoing rights.

## **12. User and Account Security**

You agree and understand that you are solely responsible for maintaining the confidentiality of any passwords associated with any account you use to access our Services or Site. We will not give your password out to anyone without your express permission or unless required to do so by law. You agree that you will be solely responsible for the activities that occur under your account, even if your account is accessed by another party without your consent.

## **13. Disclaimer of Warranties and General Disclaimer**

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND ALL CONTENT MADE AVAILABLE ON OR THROUGH THE SITE OR VIA THE SERVICE ARE PROVIDED TO YOU BY CRYPTANITE "AS IS" ON AN "AS AVAILABLE BASIS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY. CRYPTANITE MAKES NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, OR (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

CRYPTANITE DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY APPOINTMENT, STATEMENT, OR OTHER ITEM GENERATED THROUGH THE SERVICE (B) THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY OPINION, ADVICE, APPOINTMENT, OR STATEMENT MADE THROUGH THE SERVICE OR THE SITE BY ANY PARTY OTHER THAN CRYPTANITE, (C) ANY CONTENT PROVIDED ON ANY THIRD PARTY SITE(S) LINKED TO THE SITE, OR (D) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM ANY THIRD PARTY SITE(S) LINKED TO THE SITE.

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL CRYPTANITE, OR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES, BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICE OR THE SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE OR OBTAINED FROM A THIRD PARTY SITE LINKED TO THE SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE OR OTHER CONTENT.

CRYPTANITE DOES NOT REPRESENT OR WARRANT THAT THE SITE IS COMPATIBLE WITH YOUR EQUIPMENT OR THAT THE SITE IS FREE OF VIRUSES, WORMS, BOTS OR ANY OTHER HARMFUL, INVASIVE OR CORRUPTED FILES. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE UNIFORM COMMERCIAL CODE AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY TO THESE TERMS OF SERVICE.

YOU UNDERSTAND THAT IF ANY TECHNICAL ERRORS OCCUR DURING TRANSACTION PROCESS (FROM THE MOMENT OF CONFIRMATION OF MONEY WITHDRAWAL FROM YOUR BANK ACCOUNT TO CRYPTOCURRENCY RECEIPT), YOU RISK TO LOSE YOUR FUNDS AND CRYPTANITE WON'T BE RESPONSIBLE FOR THAT.



Certain statements contained in these Terms and/or in Cryptanite product/application/Agreements/Services constitute forward-looking information. These statements relate to future events, purchase of cryptocurrencies or our future performance. Forward-looking information can often be identified by the use of words such as “anticipate”, “purchase”, “continue”, “estimate”, “expect”, “may”, “will”, “project”, “should”, “believe”, “budget”, “plan”, “forecast”, “potential”, “intend” or similar words suggesting future outcomes, or other expectations, beliefs, plans, objective, assumptions, intentions, or statements about future events or performance. All statements other than statements of historical fact are forward-looking statements. These statements reflect the Cryptanite’s current views with respect to future events and are subject to known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements.

A purchase of the cryptocurrencies described/mentioned in these Terms and/or in Cryptanite product/application/Agreements/Services must be regarded as highly speculative due to the nature of the cryptocurrencies at its actual stage of development. The purchase of cryptocurrencies is suitable only for purchasers who are able to accept the risks inherent in cryptocurrencies. In addition, there are a number of other risk factors that should be considered by persons proposing to purchase cryptocurrencies. You should consult your own professional advisors to assess the income tax, legal and other aspects of the purchase.

Risks and other factors that could cause actual results to differ materially from expectations include, among other things, general economic and market factors, business competition, changes in government regulations or in tax laws. These factors should not be considered exhaustive. Many of these risk factors are beyond the Cryptanite’s control and each contributes to the possibility that the forward-looking statements will not occur or that actual results, performance or achievements may differ materially from those expressed or implied by such statements. The impact of any one risk, uncertainty or factor on a particular forward-looking statement is not determinable with certainty as these risks, uncertainties and factors are interdependent and management’s future course of action depends upon our assessment of all information available at that time.

The forward-looking statements made herein relate only to events or information as of the date of acceptance by you of these Terms and are expressly qualified by this cautionary statement. Except as required by law, Cryptanite undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

#### **14. Limitation of liability**

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICE, SITE, CONTENT AND DESCRIPTIONS OF THE SERVICE PUBLISHED ON THE SITE OR A LINKED SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CRYPTANITE SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. CRYPTANITE DOES NOT REPRESENT OR WARRANT THAT THE CONTENT ON THE SITE IS COMPLETE OR UP-TO-DATE. CRYPTANITE IS UNDER NO OBLIGATION TO UPDATE THE SITE, THE SERVICE OR THE CONTENT. CRYPTANITE MAY CHANGE THE SITE, THE SERVICE OR THE CONTENT, OR MAY MAKE IMPROVEMENTS OR CHANGES THERETO, AT ANY TIME WITHOUT NOTICE.

YOU AGREE THAT NEITHER CRYPTANITE, NOR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES, WILL BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE SITE, THE SERVICE, THE CONTENT OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF CRYPTANITE OR ANY SUCH AFFILIATE, AGENT, OFFICER, DIRECTOR OR EMPLOYEE IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, WITHOUT LIMITATION, THE TRANSMISSION OF ANY VIRUSES THAT MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G. YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, DATA LOSS, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE. CRYPTANITE CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE, THE SERVICE OR THE CONTENT.

### **15. Indemnification**

You shall defend, indemnify and hold Cryptanite, and its agents, service providers, parent, subsidiaries, affiliates, officers, employees, directors, representatives and agents, harmless from any claim, cause of action or demand, loss, liability or damage (including reasonable attorneys' fees, accounting fees and costs) made or brought by you or by any third party due to, or arising out of, any of the following: (a) your use of the Site (or the use of the Site by your customers), the content on the Site or the Service or any other program offered on or through the Site; (b) the violation by you, or your customers or anyone using your computer or your username and password, of these Terms; (c) any user submission posted by you; or (d) the infringement or violation by you, or your customers or anyone using the Service or the Site with your computer or your username and password, of any Intellectual Property Rights or other right of any person or entity; or (e) any failure to follow any applicable consumer protection, data privacy, storage, or similar law, rule, regulations, or ordinance that may be imposed on you as a result of your activities as facilitated by us; or (f) any dispute arising between you and another User regarding fees, payment terms, approval for loan opportunities, or similar transactions; and (h) your failure to comply with all data privacy and security laws, rules, regulations and guidance applicable to you or the information provided to you by Cryptanite, including any law, rule, regulation, standard or guidance, or other condition or provision.

Cryptanite reserves the right to exclusively defend and control the defense, settlement and resolution of any and all claims arising from the above causes and any such indemnification matters arising therefrom and you agree that you will fully cooperate with Cryptanite in any such defenses and reimburse Cryptanite for reasonable fees (including attorney's fees) and expenses in connection therewith.

### **16. Arbitration**

You agree that any and all disputes, claims or controversies arising out of or related to the use of the Site, the provision of the Service or these Terms of Service, including any claims under any statute or regulation ("Disputes"), shall be submitted for binding arbitration. Unless the parties agree otherwise, any arbitration shall take place in the State of Colorado, City and County of Denver, and shall be

administered by, and pursuant to the commercial arbitration rules of the American Arbitration Association.

Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator's authority to resolve Disputes and to make awards is limited to Disputes between You and Cryptanite alone, and is subject to the limitations of liability set forth in these Terms of Service. Disputes brought by either You or Cryptanite against the other party may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by You and Cryptanite. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Should any portion of this paragraph be stricken from these Terms of Service or deemed otherwise unenforceable, then the entire section of these Terms of Service labeled "Arbitration" shall be stricken from these Terms of Service.

The provisions of the section of these Terms of Service labeled "Arbitration" and all arbitration awards duly made in connection therewith may be enforced in a court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including attorney fees) incurred in obtaining the enforcement of this provision, to be paid by the party against whom enforcement is ordered. All arbitration awards duly made under these Terms of Services shall not be subject to review or appeal except as permitted by applicable law. Any provision of these Terms of Service to the contrary notwithstanding (a) You or Cryptanite may seek interim relief from a court located in the State of Colorado, City and County of Boulder to protect such party's rights or property while arbitration is pending, and (b) Cryptanite may bypass the aforementioned arbitration process in cases of fraud or other crimes against Cryptanite, interference with Cryptanite's technical operations or violations of Cryptanite's rights or property.

#### **17. Laws and Regulations**

Your access to and use of the Service and the Site are subject to all applicable international, federal, state, and local laws and regulations. Cryptanite does not make, and hereby disclaims, any representation that the Content is appropriate or available for use in any particular location, and access to Content from territories where the Content may be illegal is prohibited. Those who choose to access or use the Site and the Service do so at their own initiative and risk and are responsible for compliance with all applicable laws.

#### **18. Governing Law**

The laws applicable to the use of the Site, our Services, and the interpretation of these Terms shall be the laws of the State of Colorado, United States, and applicable federal law, without regard to any conflict of law provisions that would result in the laws of a different entity being applied.

#### **19. Contact Us**

If you have any questions related to Cryptanite, you can contact Cryptanite support center by e-mailing [support@cryptanite.com](mailto:support@cryptanite.com).