

CHIT MARKETPLACE TERMS AND CONDITIONS

Last updated: February 4, 2025

These CHIT Marketplace Terms and Conditions (“**CHIT Marketplace Terms**”) are an agreement between you (“**you**”) and AZ Cash Solutions, LLC, an Arizona limited liability company (“**AZ Cash Solutions**,” “**we**,” or “**us**”) that governs the terms and conditions of your access and use of the CHIT Marketplace as described in Section 1 of these CHIT Marketplace Terms. By becoming a member of the AZ Cash Solutions club, being accepted as a CHIT Marketplace Vendor (as defined in Section 1), or becoming a CHIT Marketplace User (as defined below), and accessing the CHIT Marketplace, you are agreeing to enter into these CHIT Marketplace Terms and be legally bound by its terms and conditions. If you do not agree with any of the terms and conditions in these CHIT Marketplace Terms, don’t access or use the CHIT Marketplace. All capitalized terms not defined herein shall have the meanings ascribed thereto in your AZ Cash Solutions Membership Agreement.

CHIT Marketplace

AZ Cash Solutions provides you with a closed, private digital commodity transfer system – managed solely by AZ Cash Solutions – which employs technology to facilitate the buying, selling and transferring of cryptographically stored digital assets (each a “**CHIT**” and collectively “**CHITS**”) each of which is fixed in value at a 1:1 ratio to the U.S. Dollar (the “**CHIT Marketplace**”). Each CHIT is uniquely identifiable ensuring that it can be tracked and verified through the CHIT Marketplace from initial purchase through the sale of the CHIT. The CHIT Marketplace enables you, other members of the AZ Cash Solutions club that have been granted access to the CHIT Marketplace by AZ Cash Solutions in its sole discretion (collectively, “**AZ Cash Solutions Members**,” and each, an “**AZ Cash Solutions Member**”), and a curated list of vendors selected and granted access to the CHIT Marketplace by AZ Cash Solutions in its sole discretion who provide products, services, or benefits to, or are otherwise necessary for the operation of (collectively, “**CHIT Marketplace Vendors**,” and each, a “**CHIT Marketplace Vendor**”) a business involved in the Arizona licensed cannabis industry with respect to planting, cultivating, harvesting, manufacturing, distributing, and sale of cannabis (“**MRBs**”), with the ability to (i) purchase and list CHITS for sale U.S. Dollars to other AZ Cash Solutions Members or CHIT Marketplace Vendors through the CHIT Marketplace; and (ii) hold CHITS for use through the CHIT Marketplace in a self-contained, encrypted, digital storage vault connected to such users designated hardware. In addition, the CHIT Marketplace allows you to transfer CHITS to other AZ Cash Solutions Members or CHIT Marketplace Vendors. Access to the CHIT Marketplace will be restricted and only available while you are located within the State of Arizona. You acknowledge and authorize that information concerning the location of the computer that will be used to assess your location while accessing and/or logged into the CHIT Marketplace. You expressly agree that you authorize us to collect and use your location as a part of the eligibility for use of and access to the CHIT Marketplace. You may designate up to five (5) users to have access to the CHIT Marketplace (each, a “**CHIT Marketplace User**”), and each

AZ Cash Solutions Member and each CHIT Marketplace User must pass our BSA/anti-money laundering (“**AML**”)/OFAC Compliance Program (our “**BSA/AML Program**”) and agree to these CHIT Marketplace Terms, prior to AZ Cash Solutions granting access to the CHIT Marketplace. You and each CHIT Marketplace User may also need to agree to standard third party end user licenses agreements (EULAs), terms and conditions, and privacy policies of third party software and/or software service providers.

Each CHIT Marketplace User represents and affirms that he or she is at least 18 years old, has the legal capacity to enter into these CHIT Marketplace Terms, and agrees to be legally bound by the terms and conditions of these CHIT Marketplace Terms in their entirety.

You agree and understand that by logging into your account or authenticating to our application programming interface (“**API**”) with your API key (“**API Authenticating**” or “**API Authentication**”) following any change to this CHIT Marketplace Terms, your login or API Authentication, as applicable, shall constitute your agreement to the amended CHIT Marketplace Terms by and between you and AZ Cash Solutions, and you agree to be legally bound by its terms and conditions as amended. Among other things, this means that, if you log into your account or API Authenticate following an amendment to these CHIT Marketplace Terms, transactions that you or others have already undertaken, and fees, could be affected by the amended terms and conditions of these CHIT Marketplace Terms. You should, therefore, read these CHIT Marketplace Terms from time to time. You agree and understand that we have the right to require your affirmative assent and continuing acceptance of these CHIT Marketplace Terms, from time to time, as a condition of you accessing or using the CHIT Marketplace, logging into your account, or API Authenticating, as applicable. If you do not agree to be bound by these CHIT Marketplace Terms, you should not access or use the CHIT Marketplace, login to your account, or API Authenticate. Should you disagree to these CHIT Marketplace Terms (including any changes or amendments), please close your account in accordance with the Account Closure by You section.

Following acceptance and upon confirmation that you have been established as an AZ Cash Solutions Member or CHIT Marketplace Vendor with access to the CHIT Marketplace, AZ Cash Solutions will assign and provide you with an AZ Cash Solutions Marketplace Account (your “**AZ Cash Solutions Marketplace Account**”) that will be associated with a unique identification number (an “**ONLI ID**” and/or your “**ONLI ID**”).

In order to facilitate the buying and selling of CHITS within the CHIT Marketplace, AZ Cash Solutions has established a master depository bank account (the “**AZ Cash Solutions Master Account**”). The AZ Cash Solutions Master Account will be maintained by AZ Cash Solutions, but will only be used as a means for holding the funds reflected in your Virtual Funds Accounts (as defined below).

As part of the AZ Cash Solutions Marketplace Account, AZ Cash Solutions will create the following virtual accounts on your behalf:

1. A virtual funding incoming account (the “**Virtual Funds Incoming Account**”); and
2. A virtual funding outgoing account (the “**Virtual Funds Outgoing Account**” and collectively referred to with the Virtual Funds Incoming Account, the “**Virtual Funds Accounts**”).

The Virtual Funds Incoming Account can only be used for the purchase of CHITS from another AZ Cash Solutions Member or CHIT Marketplace Vendor. You can transfer funds into your Virtual Funds Incoming Account by either (i) sending an incoming wire from your pre-approved external U.S. bank account; or (ii) requesting a cash pick-up from your place of business (see below for more information on the cash pick-up process). Incoming funds will be deposited in the AZ Cash Solutions Master Account and reflected in the AZ Cash Solutions Member’s Virtual Funds Incoming Account. Once incoming funds are reflected in the AZ Cash Solutions Member’s Virtual Funds Incoming Account, they will be used to purchase CHITS in the full amount of the amount reflected in the AZ Cash Solutions Member’s Virtual Funds Incoming Account.

The Virtual Funds Outgoing Account will be used to receive the proceeds from the sale of CHITS to another AZ Cash Solutions Member or CHIT Marketplace Vendor. In addition, the Virtual Funds Outgoing Account will also serve as the source of available funds when you direct the CHIT Marketplace to send an outgoing wire out of the AZ Cash Solutions Master Account to your pre-approved external U.S. bank account.

You acknowledge and agree that you must use an Arizona-based bank account for all money sent or received as an AZ Cash Solutions Member and in conjunction with the CHIT Marketplace.

In addition to your Virtual Funds Accounts, your AZ Cash Solutions Marketplace Account will include the creation of a “**Vault**” by AZ Cash Solutions which is a self-contained digital storage in which your CHITS will be stored (your “**Vault**”). Your Vault is linked to your ONLI ID and uses cryptographic encryption to ensure the integrity and confidentiality of the stored CHITS. Your Vault will be maintained and can only be accessed by your local device that accesses the CHIT Marketplace.

The transaction history and the purchase, sale and transfer of CHITS among AZ Cash Solutions Members within the CHIT Marketplace will be maintained on an immutable ledger that will be used to verify and record transactions and ownership of CHITS in the Vault of each AZ Cash Solutions Member and CHIT Marketplace Vendor (the “**Oracle**”).

1. Purchase, Sale and Transfer of CHITS

Purchase of CHITS.

You may **PURCHASE CHITS USING U.S. DOLLARS AT A U.S. \$1:1 PER CHIT**. CHITS must be purchased with funds in your Virtual Funds Incoming Account.

There are two sources of CHITS available to you for purchase: (i) CHITS listed for sale by other AZ Cash Solutions Members (other than King Family) or CHIT Marketplace Vendors (a “**Marketplace Purchase Order**”); and (ii) CHITS from King Family Ventures AZ, LLC, an Arizona limited liability company (“**King Family**”). King Family is itself an AZ Cash Solutions Member and serves as a CHIT treasury for the purpose of ensuring that CHITS are available for purchase by all AZ Cash Solutions Members when a Marketplace Purchase Order is not able to be fulfilled from an AZ Cash Solutions Members (other than King Family) or CHIT Marketplace Vendors (the “**AZ Cash Treasury**”).

Funding your Virtual Funds Incoming Account begins by submitting a CHITS purchase order through the CHIT Marketplace (“**Purchase Order**”). Your Virtual Funds Incoming Account may be funded by either an incoming wire from your pre-approved external U.S. bank account or requesting a cash pick-up from your place of business as discussed below. The Purchase Order will list the amount of CHITS you intend to purchase, any fees charged by the CHIT Marketplace in connection with the Purchase Order, and the amount of funds needed in your Virtual Funds Incoming Account to fulfill the Purchase Order. You will be required to confirm the details of the Purchase Order before it can be fulfilled, and provide, in AZ Cash Solution’s sole discretion, sufficient evidence to verify your source of funds for such Purchase Order.

Once the Purchase Order is confirmed by you and the source of funds is verified to the satisfaction of AZ Cash Solutions, in its sole discretion, you will be required to fund your Virtual Funds Incoming Account by either an incoming wire from your pre-approved external U.S. bank account or requesting a cash pick-up from your place of business as discussed below. If you have funds in your Virtual Funds Outgoing Account, those funds may be transferred to your Virtual Funds Incoming Account to fulfill a confirmed Purchase Order.

After successfully funding your Virtual Funds Incoming Account with the amount exactly equal to the amount required in the Purchase Order, the CHIT Marketplace will generally automatically fulfill your Purchase Order with Marketplace Purchase Orders first (in order of oldest to newest Marketplace Purchase Order), and any remaining unfilled portion of your Purchase Order will be fulfilled from the AZ Cash Treasury. If the amount of money you wire to the CHIT Marketplace or amount of cash collected by the Cash Pickup Provider (as defined below) does not exactly equal the amount required in the Purchase Order, the discrepancy will be handled in accordance with the Funding Discrepancy Policy discussed below.

Upon completion and fulfillment of your Purchase Order, the CHIT Marketplace will (i) credit your Vault by the amount of purchased CHITS and reduce your Virtual Funds Incoming Account by the amount required to fund your Purchase Order; and (ii) reduce the amount of CHITS in the Vault of the selling AZ Cash Solutions Member or CHIT Marketplace Vendor (as applicable) and credit such AZ Cash Solutions Member’s or CHIT Marketplace Vendor’s Virtual Funds Outgoing

Account by the amount CHITS sold (less any applicable fees). The transaction is automatically recorded on the Oracle.

Prior to the final fulfillment of any Purchase Order, AZ Cash Solutions reserves the right to suspend any Purchase Order, cancel any Purchase Order and refuse to fulfill any Purchase Order, at any time and for any reason in its sole and absolute discretion.

Purchase of CHITS with cash: Cash purchases of CHITS are subject to the following processes:

- Armored Car Pick-Up. You must confirm your Purchase Order and satisfy our source of funds verification procedures prior to AZ Cash Solutions scheduling an armored car pick up to pick up cash at your place of business (the “**Cash Pickup Provider**”). If AZ Cash Solutions approves the purchase, AZ Cash Solutions will instruct the Cash Pickup Provider to dispatch an armored car to pick up the cash you identified in the Purchase Order at your place of business.

The Cash Pickup Provider will inspect the cash to be picked up and note any discrepancies between the cash picked up and the Purchase Order. If there are any discrepancies between the amount of cash required to fund the Purchase Order, the discrepancy will be handled in accordance with the Funding Discrepancy Policy discussed below.

If the actual amount of cash collected is equal to the amount required to fund the confirmed Purchase Order, the cash will then be delivered to the AZ Cash Solutions Master Account, credited to your Virtual Funds Incoming Account, and used to purchase the CHITS specified in the Purchase Order

You understand that AZ Cash Solutions does not own, control or manage the Cash Pickup Provider. Accordingly, you acknowledge and agree that AZ Cash Solutions will not be responsible or liable for any direct or indirect loss, issue or hardship you may experience in connection with your experience with the Cash Pickup Provider or the services you receive from the Cash Pickup Provider including, but not limited to, (i) any loss of cash you may experience from the time you deliver your cash to the Cash Pickup Provider to the time Cash Pickup Provider deposits your cash in the AZ Cash Solutions Master Account, (ii) any loss of cash you may experience as a result of AZ Cash Solutions returning cash to you via Cash Pickup Provider, (iii) any direct or indirect loss or issue that may arise in connection with the availability, reliability or accuracy of Cash Pickup Provider’s services, (iv) any loss or issue arising from Cash Pickup Provider discontinuing its operations or becoming insolvent, and (v) any loss or issue you may experience in connection with the seizure of your cash by Federal or state authorities while in the possession of Cash Pickup Provider. In the event you experience any direct or indirect loss, issue or hardship in connection with your experience with Cash Pickup Provider or the services you receive from Cash Pickup Provider, your only recourse is against Cash Pickup Provider, and not AZ Cash Solutions. If you are not satisfied with

the services you receive from Cash Pickup Provider, you must handle those issues directly with Cash Pickup Provider.

The final number of CHITS that will be issued and placed into your Vault will be determined solely by the amount of cash and CHITS identified in the Purchase Order. It is solely your responsibility to ensure that the amount of cash to be delivered to the Cash Pickup Provider equals the amount of cash identified in the Purchase Order.

- **Fund Verification Process.** In order to verify funds used for a Purchase Order, and prior to you delivering funds via wire from your pre-approved external U.S. bank account or Cash Pickup Provider, AZ Cash Solutions will verify your source of funds. Information requested to verify your source of funds includes, but is not limited to, reports derived from “seed-to-sale” software, financial reports, bank records, average sales and expense volumes (daily, monthly, annually), percentage of transactions conducted in cash, tax returns, cash register reports, and any other documents or information we deem necessary and sufficient to verify your source of funds. If the reported net revenue does not support your CHIT purchase, we will reject your Purchase Order and may escalate your AZ Cash Solutions Marketplace Account for further review. We may contact you for additional information if we need to do so. In providing us with this or any other information that we may request from you, you confirm that the information you provide to us is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You agree to comply with any information request we send to you. If you decline to provide the requested information, or otherwise do not comply in a timely manner, we reserve the right, immediately upon notice to you, to suspend or terminate your AZ Cash Solutions Membership and/or your access to some or all of the AZ Cash Solutions Benefits, including without limitation access by any of your CHIT Marketplace Users to the CHIT Marketplace.
- **Funding Discrepancy Policy.** In order for a Purchase Order to be processed by the CHIT Marketplace and for you to receive the CHITS specified in the Purchase Order in your Vault, the amount of funds required to fulfill the Purchase Order must exactly equal the money received by the CHIT Marketplace via wire transfer from your pre-approved external U.S. bank account or cash delivered by the Cash Pickup Provider. If the amount of funds received by the CHIT Marketplace is more than the amount required to fulfill the Purchase Order, only the exact amount required to fund the Purchase Order will be accepted, and any excess amount will be returned to you by the same method you sent such funds, less any fees or other costs to return the excess amount to you. If the amount of funds received by the CHIT Marketplace is less than the amount required to fulfill the Purchase Order, the Purchase Order will be flagged by the CHIT Marketplace as having a discrepancy, a revised Purchase Order will be issued by the CHIT Marketplace reflecting the amount of funds received by the CHIT Marketplace, the revised amount of CHITS

that can be purchased with the amount of funds received, and any fees charged by the CHIT Marketplace in connection with the revised Purchase Order (each, a “**Revised Purchase Order**”). Each Revised Purchase Order must be accepted by you and by each seller of CHITS scheduled to fulfill the original Purchase Order before the transactions reflected in the Revised Purchase Order will be processed. If you do not confirm the Revised Purchase Order, the funds received by the CHIT Marketplace will be returned to you by the same method you sent such funds, less any fees or other costs to return the funds to you. If any seller of CHITS scheduled to fulfill the original Purchase Order do not accept the Revised Purchase Order, the CHIT Marketplace will attempt to facilitate another seller of CHITS to fulfill the Revised Purchase Order. If the CHIT Marketplace is unable to find another seller of CHITS to fulfill the Revised Purchase Order, the funds received by the CHIT Marketplace will be returned to you by the same method you sent such funds, less any fees or other costs to return the funds to you.

Sale of CHITS.

You may **LIST CHITS FOR SALE FOR U.S. DOLLARS AT A PRICE OF U.S. \$1:1 PER CHIT**, minus applicable fees as described in these CHIT Marketplace Terms. There are two ways in which you can sell CHITS: (i) you can sell your CHITS to other AZ Cash Solutions Members or CHIT Marketplace Vendors (other than to King Family) by making a sale listing on the CHIT Marketplace (a “**Marketplace Sale Order**”), or (ii) you can sell your CHITS directly to the market maker (the “**Market Maker**”), which is currently King Family (a “**Market Maker Sale Order**”). The Market Maker has contractual commitments and obligations in place with AZ Cash Solutions requiring it to purchase any CHITS from AZ Cash Solutions Members or CHIT Marketplace Vendors that have placed a Market Maker Sale Order.

When you submit a Marketplace Sale Order, the CHIT Marketplace will automatically fulfill your request from any outstanding Marketplace Purchase Orders. In the event a Marketplace Purchase Order is not otherwise readily available, the CHIT Marketplace will provide you with notification. Thereafter, you can elect to either maintain your Marketplace Sale Order, which will be fulfilled by the CHIT Marketplace automatically once a Marketplace Purchase Order becomes available, or you can direct the CHIT Marketplace to change your Marketplace Sale Order to a Market Maker Sale Order. When you submit a Market Maker Sale Order, the CHIT Marketplace will fulfill your request from the Market Maker. You agree to pay all fees associated with a Marketplace Sale Order and/or a Market Maker Sale Order, which may vary depending on the type of order placed, as described in these CHIT Marketplace Terms and set forth below.

Once a Marketplace Sale Order or Market Maker Sale Order is fulfilled, the CHIT Marketplace will (i) credit your Virtual Funds Outgoing Account by the corresponding U.S. Dollar amount of the sold CHITS, minus applicable fees as described in these CHIT Marketplace Terms, (ii) reduce the CHITS in your Vault by the amount of sold CHITS; (iii) credit the CHITS in the purchasing AZ Cash Solutions Member’s or CHIT Marketplace Vendor’s Vault by the amount of purchased CHITS; and (iv) reduce the purchasing AZ Cash Solutions Member or CHIT

Marketplace Vendor's Virtual Funds Incoming Account by the amount required to fund its Purchase Order. The transaction is automatically recorded on the Oracle.

Once the proceeds from the sale are deposited into your Virtual Funds Outgoing Account, you may either request a wire to be sent to a pre-approved U.S. bank external account or, in connection with a Purchase Order, request the CHIT Marketplace to transfer the funds to your Virtual Funds Incoming Account (with a corresponding debit from your Virtual Funds Outgoing Account) to facilitate the purchase of CHITS specified in the Purchase Order.

Transfer of CHITS Among AZ Cash Solutions Members or CHIT Marketplace Vendors.

You may transfer your CHITS to another AZ Cash Solutions Member or CHIT Marketplace Vendor (a "**CHIT Transfer Order**").

To facilitate a CHIT Transfer Order, you must specify the AZ Cash Solutions Member or CHIT Marketplace Vendor who is to receive the CHITS (the "**Transfer Recipient**"), and the amount of CHITS to be transferred. The Transfer Recipient must acknowledge and accept the CHIT Transfer Order. Upon confirmation by the Transfer Recipient, the CHIT Marketplace will process the CHIT Transfer Order and the CHITS in your Vault will be reduced and credited to the Vault of the Transfer Recipient. The transaction is automatically recorded on the Oracle. The CHIT Marketplace will provide you and the Transfer Recipient notification confirming that the CHIT Transfer Order has been completed.

THERE ARE NO FEES CHARGED FOR A CHIT TRANSFER ORDER.

In the event a CHIT Transfer Order is processed in error, then you and the Transfer Recipient agree to resolve the dispute amicably. If you believe that you implemented a CHIT Transfer Order to a Transfer Recipient in error, then you shall notify AZ Cash Solutions as soon as possible, but in any event no more than 30 days of the transaction, either by email at contact@justazc.com or by phone at 602-900-9292. AZ Cash Solutions will then notify the Transfer Recipient and, if the Transfer Recipient agrees that its receipt of CHITS pursuant to the CHIT Transfer Order was in error, it shall notify AZ Cash Solutions of the occurrence of the error and the amount of CHITS transferred in error. Solely in the event AZ Cash Solutions has received notification and confirmation from you and the Transfer Recipient that the CHIT Transfer Order was in error, the CHIT Marketplace will issue a new CHIT Transfer Order, which must be acknowledged and approved by the original Transfer Recipient and you to facilitate a reversal of the CHIT Transfer Order by reducing the CHITS in the Vault of original Transfer Recipient and crediting them to your Vault which had transferred the CHITS in error. The transaction is automatically recorded on the Oracle.

2. Ownership and Control of CHITS

When you purchase a CHIT, that CHIT will be digitally delivered to and stored in your Vault. Accordingly, you will physically possess that CHIT in your Vault and you will have full ownership and control of your CHITS (i.e. possession of the CHIT in your Vault is proof of

ownership). At any time, subject to outages, downtime, and other applicable policies, you may sell or transfer your CHITS through the CHIT Marketplace as provided in these CHIT Marketplace Terms.

Once a transfer of a CHIT is completed, it cannot be reversed and it is final and irrevocable. The CHIT Marketplace operates without a central ledger and all transactions are recorded within each AZ Cash Solutions Member's or CHIT Marketplace Vendor's Vault and verified by the Oracle.

AZ Cash Solutions does not represent or treat any CHITS in your Vault as property belonging to AZ Cash Solutions. Furthermore, AZ Cash Solutions does not hold your CHITS as custodian and it has no ability to access the CHITS stored in your Vault. All of the CHITS that you purchase will remain with you and, as owner of your CHITS, you will bear all risk of loss of the CHITS held in your Vault. You acknowledge and agree that you may not loan or hypothecate the CHITS you maintain in your Vault. Your CHITS may only be used on the CHIT Marketplace, and cannot be used with any other product.

Replacement CHITS

In the event you lose or unable to access your Vault, the potential replacement of the CHITS located in your Vault will only be possible in the event such CHITS were registered in the Oracle as being in your Vault at the time the CHITS are lost.

Under such circumstances, you can notify the CHIT Marketplace that you have lost access to your Vault. Thereafter, the CHIT Marketplace will verify and ascertain whether the CHITS in your Vault were registered and verifiable in the Oracle (in such an event "**Verified Lost CHITS**"). The CHIT Marketplace will then notify you of the amount of Verified Lost CHITS that are available for replacement. If verified, you can then request the CHIT Marketplace to issue replacement CHITS up to the amount of the Verified Lost CHITS ("**Replacement CHITS**"). The CHIT Marketplace will then request the AZ Cash Solutions Treasury to issue Replacement CHITS to you; provided, however, you will be subject to applicable fees for the issuance of Replacement CHITS as set forth in these CHIT Marketplace Terms. Upon the issuance of Replacement CHITS, the Verified Lost CHITS will be blacklisted and no longer available for use within the CHIT Marketplace.

3. Schedule of Fees

By using the CHIT Marketplace you agree to pay the following fees, which will apply based on your use of the CHIT Marketplace and must be paid in cash, whether delivered via wire from your pre-approved external U.S. bank account or Cash Pickup Provider:

FEE CHART

Definition	Tier 1: Government or Utility User	Tier 2: General User
	Tier 1 Users: AZ Cash Solutions Members or CHIT Marketplace Vendors that only sell and transfer CHITS (<i>i.e.</i> , any entity that receives payments from Tier 1 Users), but does not need to purchase CHITS.	Tier 2 Users: AZ Cash Solutions Members or CHIT Marketplace Vendors that purchase, transfer and sell CHITS (<i>i.e.</i> , all parties directly involved in the vertical supply chain of cannabis).
Example Users	1. Utility companies 2. Tax Authorities	1. Licensed Cultivators 2. Licensed Testing Labs 3. Licensed Manufacturers 4. Licensed Retail Dispensaries 5. Landlords
Fees Charged by User Type:	Tier 1 User	Tier 2 User
Account Set-up Fee	\$0	\$0
Cancellation Fee	\$0	\$0
CHIT Purchase Order Fee	\$0	\$0
Marketplace Sale Order Listing Fee	2.50%	2.50%
Market Maker Sale Order Fee	0.00%	5.00%
Cash On-Boarding Fee	0.00%	1.00%
Replacement Chit Fee	10.00%	10.00%

We reserve the right to adjust our fees and pricing at any time. We will inform you of changes in our fees and pricing by posting these on the CHIT Marketplace and emailing you at least 15 calendar days prior to any changes taking effect. If you do not agree with our changes in fees, or pricing, you must notify us immediately and you must stop accessing the CHIT Marketplace. If you continue using the CHIT Marketplace following our notice of the changes in our fees or pricing, we will deem your continued use as your consent to our revised fees and pricing and the revised fees and pricing shall be effective at such time.

4. **Account Information and Transaction History**

You will be able to view the amount of funds credited to your Virtual Funds Accounts on the CHIT Marketplace through the CHIT Marketplace. The transaction history of the CHIT Marketplace will be maintained on the Oracle which will contain all of your AZ Cash Solutions account activity, including balances in your Virtual Funds Accounts, CHIT purchases, sales and transfers and pending transactions. Through the CHIT Marketplace, you can also view any fees charged by AZ Cash Solutions. It is important that you note that nothing in your transaction history should be treated as a valuation of the U.S. Dollar equivalent amount maintained in your Virtual Funds Accounts.

Unauthorized and Incorrect Transactions. When an order to purchase, sell or transfer CHITS is placed using your AZ Cash Solutions Marketplace Account, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact AZ Cash Solutions as soon as possible, but in any event no more than 30 days of the transaction, either by email at contact@justazc.com or by phone at 602-900-9292. ¹ It is important that you check the balances in your Virtual Funds Accounts and your transaction history regularly to ensure you notify us as soon as possible of any transaction that you believe was unauthorized or incorrect. AZ Cash Solutions and the CHIT Marketplace have no ability to revoke, modify, reverse, or otherwise change a transaction that has already been processed by the CHIT Marketplace. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this section.

5. AZ Cash Solutions Membership Account

You agree that you will not allow any persons who have not satisfied our BSA/AML Program to access the CHIT Marketplace. AZ Cash Solutions Membership and any accounts opened in connection with the CHIT Marketplace (each, an “**AZ Cash Solutions Account**”) must be opened and established on behalf of a legal entity by a beneficial owner and/or designated representative of that legal entity with legal authority to bind such entity. You hereby represent, warrant and agree that you are a beneficial owner and/or designated representative of that legal entity. You hereby authorize us to take any measures that we consider necessary and appropriate to verify and authenticate your identity, confirm the information you submit to us, and to take any action we deem necessary based on the results. Furthermore, you represent and warrant to us that you will use the CHIT Marketplace only for yourself, and not on behalf of any third party. You are responsible for restricting access to your AZ Cash Solutions Account, and you agree to accept responsibility for all activities that occur by any user that you provide access to your AZ Cash Solutions Account.

Unavailability and Operational Challenges.

Access to the CHIT Marketplace may become unavailable or may be interrupted, especially during times of significant transaction volume or during regularly scheduled or emergency maintenance. This could result in your inability to access your AZ Cash Solutions Account. and/

¹ Confirm.

or inability to conduct transactions through your AZ Cash Solutions Account on the CHIT Marketplace for periods of time, and may also lead to delays in response from our Technology Support Department. Although we strive to provide you with excellent service, we do not represent that the CHIT Marketplace will be available at all times and without interruption, and AZ Cash Solutions does not guarantee that all CHIT transactions will be completed immediately. AZ Cash Solutions will not be liable for any losses resulting from, or arising out of, transaction delays.

You further agree and accept the risk of operational challenges. AZ Cash Solutions may experience sophisticated cyber-attacks, or other operational or technical difficulties that may cause interruptions to the CHIT Marketplace. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, during time of significant transaction volume, or during regularly schedule or emergency maintenance. You agree not to hold AZ Cash Solutions accountable or otherwise liable for any related losses.

Login Credentials and Security.

You agree that your AZ Cash Solutions Account login credentials and any other required forms of authentication, where applicable, will be chosen by you. You are responsible for creating a strong password and maintaining adequate security and control of any and all equipment and codes that your CHIT Marketplace Users use to access your AZ Cash Solutions Account including, but not limited to, smartphones of CHIT Marketplace Users, usernames, passwords, hints, personal identification numbers (PINs) and recovery codes. You also agree to keep all login credentials and any other required forms of authentication confidential. Any loss or compromise of the foregoing and/or your personal information may result in unauthorized access to your AZ Cash Solutions Account(s) by third-parties, the loss or theft of CHITS, or the inability to access your CHITS stored in your Vault. You and your CHIT Marketplace Users are responsible for keeping your email addresses and telephone numbers current in your AZ Cash Solutions Account so we can send you notices and alerts. CHIT Marketplace Users should never allow remote access or share computer screens with someone else when logged on to the CHIT Marketplace with an AZ Cash Solutions Account. **You agree and understand that you are solely responsible (and you will not hold us responsible) for managing and maintaining the security of your AZ Cash Solutions Account, your and your authorized user's login credentials and any other required forms of authentication. You further agree and understand that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your AZ Cash Solutions Account or the inability to access your CHITS from your Vault due to loss of user credentials.** In the event you believe your AZ Cash Solutions Account information has been compromised, immediately contact AZ Cash Solution's Technology Support Department immediately at support@justazc.com, or by phone at 602-900-9AZC.

6. Information Required for Membership, Consent to Access, Processing and Storage of Your Personal Data

We reserve the right to require you to provide us with any information and documentation we deem necessary to comply with our BSA/AML Program requirements. The information we request may include, but shall not be limited to, identifying information such as your complete name, address, date of formation, corporate documents, taxpayer identification number, state cannabis license, state cannabis license application (and related documentation), a list of products you sell, customers list, vendors list, average sales and expense volumes (daily, monthly, annually), percentage of transactions conducted in cash, access to, or reports derived from, “seed-to-sale” software, projected CHIT transactions (purchases, transfers, and sales), and any other documents or information we deem necessary and sufficient to verify your source of funds. We may also request identifying personal information of beneficial owners, control persons and designated representatives, such as complete name, address, date of birth, taxpayer identification number, and government-issued photo bearing identification. In providing us with this or any other information that we may request from you, you confirm that the information you provide to us is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You agree to comply with any information request we send to you. If you decline to provide the requested information, or otherwise do not comply in a timely manner, we reserve the right, immediately upon notice to you, to suspend or terminate your AZ Cash Solutions Membership and/or your access to some or all of the AZ Cash Solutions Benefits, including without limitation access by any of your CHIT Marketplace Users.

To verify the information you provided to us and to ensure your information is kept current, you acknowledge and agree that, as permitted by law and to the extent applicable, we may, in our sole discretion, whether directly or through third parties, make inquiries that we consider necessary to verify your identity, and that of any beneficial owners, control persons and designated representatives, including contacting appropriate Arizona state or local authorities in connection with your cannabis license and make inquiries and obtain reports from third parties on a periodic basis to verify your identity and the information you provided in order for us to comply with our requirements under Applicable Law and ensure there have been no changes to any information previously submitted to us. Your access to some or all of the AZ Cash Solutions Benefits, including access by any of your CHIT Marketplace Users, may be altered as a result of information collected about you on an ongoing basis.

When we carry out inquiries, you acknowledge and understand that your personal data, and that of any beneficial owners, control persons and designated representatives, may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, financial crime agencies or governmental authorities and that these agencies may respond to our inquiries in full.

You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing AZ Cash Solutions Membership to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by cancelling your AZ Cash Solutions Membership. However, we may retain and continue to process your personal information for other purposes. Our current Privacy Policy (as provided to you in connection with these CHIT Marketplace Terms and found at the following link is incorporated into these CHIT Marketplace Terms; by accepting these CHIT Marketplace Terms, you are also accepting the processing of your personal information as outlined in such Privacy Policy. We reserve the right at all times to monitor, review, and/or disclose any information as necessary to satisfy any Applicable Laws and Regulations (as defined below), legal processes or governmental requests.

Neither you nor any related party shall engage in conduct that is in violation of any Applicable Laws and Regulations (as defined below).

7. Applicable Laws and Regulations

Your AZ Cash Solutions Membership, your use of the CHIT Marketplace and your relationship with AZ Cash Solutions is subject to various laws, rules and regulations including, but not limited to: (i) the Bank Secrecy Act of 1970, as amended (“**BSA**”) (31 U.S.C. §§ 5311 *et seq.*); (ii) applicable BSA regulations promulgated by the U.S. Department of the Treasury, Financial Crimes Enforcement Network (“**FinCEN**”) (31 C.F.R. Chapter X); (iii) Responsible Adult Use of Marijuana (A.R.S. §§ 36-2850 *et seq.*); (iv) the Arizona Medical Marijuana Act (AZ Rev. Stat. §§ 36-2801 *et seq.*), regulations issued by the Arizona Department of Health Services, A.C.C. R9-17-101 *et seq.* and A.C.C. R9-18-101 *et seq.*; (v) Controlled Substances Act (21 U.S.C. §§ 801 *et seq.*); (vi) regulations issued by the U.S. Department of the Treasury, Office of Foreign Assets Control (“**OFAC**”) (31 C.F.R. Chapter V) and (vii) any other laws and regulations applicable to AZ Cash Solutions, the CHIT Marketplace, and you or your business (collectively, the “**Applicable Laws and Regulations**”).

8. Compliance with Laws

You are responsible for complying with all Applicable Laws and Regulations. You agree that AZ Cash Solutions is not responsible for determining whether or which laws may apply to your transactions, including tax laws. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through utilizing the CHIT Marketplace, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

Judicial, legislative and regulatory changes or actions at the U.S. federal or state level may adversely affect or impact your ability to purchase, sell or transfer your CHITS. You acknowledge and agree that we are not responsible for any changes in Applicable Laws and Regulations and any loss you may experience as a result of changes to Applicable Laws and Regulations or judicial decisions.

9. Prohibited Activities

In connection with your use of the CHIT Marketplace, you hereby agree that you any CHIT Marketplace User (i) is subject to and will be bound by our Privacy Policy and these CHIT Marketplace Terms; and (ii) will not engage in any of the Prohibited Activities as defined in our Privacy Policy. Prohibited Activities for purposes of these CHIT Marketplace Terms means any of the Prohibited Activities as defined in our Privacy Policy, any violation of your AZ Cash Solutions Membership Agreement, any violation of any Applicable Laws and Regulations, any violation of our BSA/AML Program, and any violation of these CHIT Marketplace Terms.

If we believe that any of your CHIT Marketplace Users have engaged in any Prohibited Activity, we will consider you to be in violation of these CHIT Marketplace Terms and we may take a number of actions to protect AZ Cash Solutions, AZ Cash Solutions Members and others at any time and in our sole discretion. The actions we may take include, but are not limited to, suspending (temporarily or permanently) your AZ Cash Solutions Membership or your access to any and all AZ Cash Solutions Benefits, and/or cancelling your AZ Cash Solutions Membership immediately and without penalty to AZ Cash Solutions.

10. Account Closure by You

You may cancel your AZ Cash Solutions Membership or access to the CHIT Marketplace at any time, including access by any CHIT Marketplace User if you are the CHIT Marketplace Member or CHIT Marketplace Vendor. You agree and understand that cancelling your AZ Cash Solutions Membership will not affect any rights and obligations with us or any third party incurred prior to the date of your cancellation. You may be required to either cancel or complete all open orders for the transfer, sale or purchase of CHITS and, in accordance with the provisions of these CHIT Marketplace Terms, liquidate any CHITS remaining in your Vault. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, fees applicable to selling any CHITS that remain in your Vault) associated with the cancellation of your AZ Cash

Solutions Membership. You may not cancel your AZ Cash Solutions Membership to avoid paying any fees otherwise due. You will not be charged for canceling your AZ Cash Solutions Membership, although you will be required to pay any outstanding fees and amounts owed to AZ Cash Solutions and may be charged a fee to cancel the account of a CHIT Marketplace User. A CHIT Marketplace Member or CHIT Marketplace Vendor canceling the account of a CHIT Marketplace User will not otherwise affect your AZ Cash Solution Membership other than the inability to access the cancelled the CHIT Marketplace via such cancelled CHIT Marketplace User account.

11. Account Suspension, Termination or Closure by AZ Cash Solutions

You acknowledge and agree that AZ Cash Solutions offers its services to you so you can conduct your business safely. However, we reserve the right to suspend, restrict or terminate your AZ Cash Solutions Membership and your access to the CHIT Marketplace, deactivate and/or cancel your AZ Cash Solutions Account and/or restrict your access to your AZ Cash Solutions Account, at any time and without prior notice, for any reason we deem appropriate in our sole and absolute discretion.

You agree and understand that if we terminate, suspend or cancel your AZ Cash Solutions Membership and/or your access to the CHIT Marketplace, your rights and obligations under these CHIT Marketplace Terms will continue. You further agree and understand that we have the right to take any and all necessary and appropriate actions pursuant to these CHIT Marketplace Terms and to comply with all Applicable Laws and Regulations.

12. Account Investigations

You agree and understand that we have the right to investigate your AZ Cash Solutions Account, at any time and for any reason we deem appropriate including if we suspect, in our sole discretion, that you may be engaged in Prohibited Activities as described in Section 9 of these CHIT Marketplace Terms (each, a “**Conduct Violation**”). You further agree and understand that we have the right to immediately investigate your AZ Cash Solutions Account if: (a) we are required to do so by a regulatory authority, court order, facially valid subpoena, or binding order of a government authority, (b) your AZ Cash Solutions Account is subject to any pending litigation, investigation, or governmental proceeding, or (c) your AZ Cash Solutions Account has not been accessed in two years or more. We do not have an obligation to contest or appeal any court order or legal process involving you or your AZ Cash Solutions Account.

If we suspect that you have committed a Conduct Violation we may, in the exercise of our sole discretion, give you Written Notice (as defined in Section 34 of these CHIT Marketplace Terms) and share the general nature of the allegations as well as the specific provisions of these CHIT Marketplace Terms that appear to have been violated, unless prohibited by Applicable Laws and Regulations. You will have the right to submit, within seven calendar days from the date of the Written Notice, a written statement to our Compliance Department as provided in Section 34 of these CHIT Marketplace Terms explaining why no disciplinary action should be taken with

respect to your AZ Cash Solutions Account. We will review all information available to us and, following our investigation, we will determine, in our sole and absolute discretion, the appropriate action to take with respect to your AZ Cash Solutions Account.

13. Account Remedies for Breach

You agree and understand that if you or your AZ Cash Solutions Accounts are determined, in our sole discretion, to possibly have participated in a Conduct Violation, we will have the right to charge you: (i) the value of any fees owed in connection with these CHIT Marketplace Terms and (ii) any other damages suffered by us as a result of the Conduct Violation. You further agree and understand that if we determine, in our sole discretion, that you may have colluded, coordinated, and/or collaborated with any other AZ Cash Solutions Member to commit a Conduct Violation, you and that AZ Cash Solutions Member will be jointly and severally liable for the whole value of any fee and damages to which we are entitled under these CHIT Marketplace Terms. If you disagree with any determination made or remedy exercised under this subsection, you may bring an action as provided in these CHIT Marketplace Terms.

14. Pending Transactions

Upon cancellation of your AZ Cash Solutions Membership, you forfeit all rights and claims against AZ Cash Solutions in relation to any CHITS otherwise eligible for sale. AZ Cash Solutions may, in its sole discretion, give you limited temporary access to your CHIT Marketplace account to facilitate the sale of your CHITS to the market maker. Such sale is subject to any fees set forth in these CHIT Marketplace Terms and Section 12, and immediately after such sale you shall, wire any remaining funds in your CHIT Marketplace account to your previously AZ Cash Solutions approved Arizona-based bank account.

15. Liability

In the event that you or AZ Cash Solutions terminates your access to any AZ Cash Solutions Benefits, or your AZ Cash Solutions Membership, you remain liable for all activity conducted on or with your AZ Cash Solutions Account while it was active and for all amounts due hereunder.

16. Data Protection, Privacy and Security

In connection with your use of the CHIT Marketplace, you hereby agree that you and each CHIT Marketplace User of your AZ Cash Solutions Account is subject to and bound by our Privacy Policy and these CHIT Marketplace Terms. AZ Cash Solutions will not share any contact or personal information about an AZ Cash Solutions Member with other members, non-members, or any third parties, except as required by law or necessary for the provision of the CHIT Marketplace.

17. Computer Viruses

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from AZ Cash Solutions.

18. Other Restrictions.

Your authorization to access and use the CHIT Marketplace, and related content, materials, information (collectively, the “**Content**”) is limited, revocable, nonexclusive, nontransferable and nonsublicenseable, and solely for purposes specified in these CHIT Marketplace Terms and/or as otherwise approved by AZ Cash Solutions from time to time. Any other use of the Content is expressly prohibited and all other right, title, and interest in the AZ Cash Solutions Membership or Content is exclusively the property of AZ Cash Solutions and its licensors. You agree you will not directly or indirectly copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part, or assist others in doing so, without the prior written consent of AZ Cash Solutions. “AZC”, and all logos related to the AZ Cash Solutions Membership or displayed in or on any AZ Cash Solutions Benefits are either trademarks or registered marks of AZ Cash Solutions or its licensors. You may not copy, imitate or use them without AZ Cash Solutions prior written consent. You agree, represent, and warrant that you will not spoof, hack, manipulate, or falsify location data from any computer or device accessing or associated with the CHIT Marketplace, AZC App, or any third party applications or software, including without limitation software related to authentication.

19. Recording and Recordkeeping

You agree and understand that for our mutual protection we may electronically record any telephone conversation we have with you. You also agree and understand that we maintain and retain records of all information, activities, and communications relating to your AZ Cash Solutions Membership, and use of the CHIT Marketplace.

20. Relationship of the Parties

AZ Cash Solutions is an independent contractor for all purposes. Nothing in these CHIT Marketplace Terms shall be deemed or is intended to be deemed, nor shall it cause, you and AZ Cash Solutions to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or AZ Cash Solutions to be treated as the agent of the other.

21. Release of AZ Cash Solutions; Indemnification

If you have a dispute with one or more AZ Cash Solutions Members, Preferred Vendors, or CHIT Marketplace Vendors, you release AZ Cash Solutions, its technology providers and licensors,

affiliates, and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives for, from and against any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

You agree to indemnify and hold AZ Cash Solutions, its affiliates and service providers, and each of their or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority or court) arising out of or related to your breach of these CHIT Marketplace Terms or your violation of any law, rule or regulation, or the rights of any third party.

22. Limitation of Liability; No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AZ CASH SOLUTIONS, ITS AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AZ CASH SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE CHIT MARKETPLACE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE CHIT MARKETPLACE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO YOUR AZ CASH SOLUTIONS MEMBERSHIP.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF YOUR AZ CASH SOLUTIONS MEMBERSHIP OR WITH THESE CHIT MARKETPLACE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR AZ CASH SOLUTIONS MEMBERSHIP AND YOUR ACCESS TO THE CHIT MARKETPLACE.

AZ CASH SOLUTIONS MEMBERSHIP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. AZ CASH SOLUTIONS, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, REPRESENTATIVES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. AZ CASH SOLUTIONS MAKES NO WARRANTY THAT (I) THE AZ CASH SOLUTIONS MEMBERSHIP WILL MEET YOUR

REQUIREMENTS, (II) THE AZ CASH SOLUTIONS MEMBERSHIP AND ACCESS TO THE CHIT MARKETPLACE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE CHIT MARKETPLACE WILL MEET YOUR EXPECTATIONS.

23. Force Majeure

AZ Cash Solutions shall have no liability for any delays, failure in performance or interruption of the CHIT Marketplace which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

24. Dispute Resolution; Arbitration

If a dispute arises between you and us, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and AZ Cash Solutions regarding AZ Cash Solutions Membership or the CHIT Marketplace may be reported to: compliance@justazc.com. We will endeavor in good faith to resolve any claim you raise as expeditiously as possible. If not resolved within 60 days from the date a claim is raised to us by you, any claim, will be settled by binding arbitration as provided below.

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

All disputes, controversies or differences of any kind arising out of or in connection with or related in any way to these CHIT Marketplace Terms and/or the AZ Cash Solutions Membership shall be finally settled by final and binding arbitration under the then-effective Commercial Arbitration Rules of the American Arbitration Association (the “**Rules**”) by three arbitrators. AZ Cash Solutions shall nominate one arbitrator, you shall nominate one arbitrator, and the two arbitrators so selected shall jointly nominate the third arbitrator. If the first two arbitrators cannot agree on a third arbitrator within thirty (30) days, the third arbitrator shall be appointed by the American Arbitration Association in accordance with the Rules. The place of arbitration shall be Phoenix, Arizona. The laws of the State of Arizona, without giving effect to any choice or conflict of law principle, provision or rule, shall govern the arbitration and all disputes determined therein. The arbitrators shall have the power to appoint subject matter experts. The arbitrators may order the pre-hearing production or exchange of documentary evidence and may require written submissions from you and AZ Cash Solutions. The arbitrators shall have the authority to award any remedy or relief that a court in the State of Arizona could order or grant,

including specific performance or any obligation created under these CHIT Marketplace Terms, the issuance of injunctive or other provisions of relief, or the imposition of sanctions for abuse or frustration of the arbitration process. In addition, the arbitrators shall not issue any award, grant any relief or take any action that is prohibited by or inconsistent with the provisions of these CHIT Marketplace Terms. The award rendered by the arbitrators shall be final and binding and judgment on the award may be entered in any court having jurisdiction thereof.

Notwithstanding the terms of these CHIT Marketplace Terms, either AZ Cash Solutions or you may at any time seek injunctive or other provisional relief from a court with appropriate jurisdiction to enjoin any prospective ongoing breach of these CHIT Marketplace Terms or provide such other equitable relief pending the final resolution of any such dispute pursuant to the binding arbitration set forth above.

No arbitrator may award damages or other relief in excess of the damages or other relief requested in a claim (or in any amendment to such claim). The arbitrators may instruct the non-prevailing party to pay all costs of the arbitration, including the fees and expenses of the arbitrators and the reasonable fees and expenses of legal counsel of the prevailing party. If the arbitrators determine that there is not a prevailing party, each party shall be instructed to bear such party's own costs and to pay one-half of the fees and expenses of the arbitrators.

You and AZ Cash Solutions hereby agree that any legal proceeding instituted to enforce the provisions of these CHIT Marketplace Terms, including an arbitration award hereunder, may be brought in the U.S. federal or state courts situated in Phoenix, Arizona, and you hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, and further agrees not to plead or claim in any such court that any such proceeding has been brought in an inconvenient forum.

25. Class Action Waiver

You and AZ Cash Solutions agree that any and all arbitration shall be conducted in your individual capacities only and not as a class action or other representative action, and you and AZ Cash Solutions expressly waive your right to file a class action or seek relief on a class basis or any other representative basis. YOU AND AZ CASH SOLUTIONS 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 above 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.

26. Exception - Litigation of Intellectual Property

Notwithstanding your and AZ Cash Solution's decision to resolve all disputes through mandatory 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 United States 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).

27. Entire Agreement

These CHIT Marketplace Terms, and any policies, annexes and exhibits incorporated by reference herein, including, without limitation, the Privacy Policy, your AZ Cash Solutions Membership Agreement, and any Terms and Conditions applicable to your use of an AZ Cash Solutions Benefit, comprise the entire understanding and agreement between you and AZ Cash Solutions as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these CHIT Marketplace Terms), and every nature between and among you and AZ Cash Solutions. Section headings in these CHIT Marketplace Terms are for convenience only and shall not govern the meaning or interpretation of any provision of these CHIT Marketplace Terms. To the extent any conflicts arise between these CHIT Marketplace Terms and your AZ Cash Solutions Membership Agreement, the CHIT Marketplace Terms shall govern.

28. Assignment

You may not assign, sublicense, encumber or otherwise transfer any rights and/or licenses granted under these CHIT Marketplace Terms. We reserve the right to assign our rights without restriction, including without limitation to any AZ Cash Solutions affiliates or subsidiaries, or to any successor in interest. Any attempted transfer or assignment in violation of these CHIT Marketplace Terms shall be null and void. Subject to the foregoing, these CHIT Marketplace Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

29. Severability

If any provision of these CHIT Marketplace Terms shall be determined to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these CHIT Marketplace Terms shall not be affected.

30. Change of Control

In the event that AZ Cash Solutions is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. In the event of your business is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to cancel and/or suspend your AZ Cash Solutions Membership until we can

complete our review of the third party entity and ensure compliance with all Applicable Laws and Regulations.

31. **Injunctive Relief**

You agree and understand that your obligations and the obligations of each AZ Cash Solutions Member set forth in these CHIT Marketplace Terms are necessary and reasonable in order to protect us and our business. You expressly agree that due to the unique nature of our business, monetary damages would be inadequate to compensate us for any breach by you of your covenants and agreements set forth in these CHIT Marketplace Terms. Accordingly, you agree and understand that any such violation or threatened violation shall cause irreparable injury to the us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we shall be entitled to obtain injunctive relief against any threatened breach of these CHIT Marketplace Terms or your continuation of any such breach, without the necessity of proving actual damages.

32. **Survival**

All provisions of these CHIT Marketplace Terms which by their nature extend beyond the expiration or termination of these CHIT Marketplace Terms, including, without limitation, sections pertaining to suspension or termination, AZ Cash Solutions Membership cancellation, debts owed to AZ Cash Solutions, general use of the CHIT Marketplace, disputes with AZ Cash Solutions, arbitration, and general provisions, shall survive the termination or expiration of these CHIT Marketplace Terms.

33. **Governing Law**

You agree that the laws of the State of Arizona, without regard to principles of conflict of laws, will govern these CHIT Marketplace Terms and any claim or dispute that has arisen or may arise between you and AZ Cash Solutions, except to the extent governed by applicable federal law.

34. **Electronic Communications; Written Notice**

To the fullest extent permitted by law, notices or other communications from AZ Cash Solutions to you regarding AZ Cash Solutions Membership or the CHIT Marketplace (“**Communications**”) may be provided to you electronically, and you consent and agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the AZC App, CHIT Marketplace or delivered to the email address on record for your AZ Cash Solutions Membership, you agree and understand that each of these methods constitutes written notice (“**Written Notice**”) from us to you. If your contact details change, you agree to let us know immediately. If you do not, we will not be responsible if you do not receive information, notices or other important information from us. If you email contact@justazc.com, this constitutes Written Notice from you to us. For all notices made by email, the date of receipt

is considered to be the date of transmission. Your consent to receive Communications electronically is valid until you revoke your consent by contacting us at: contact@justazc.com. If you revoke your consent to receive Communications electronically, we may terminate your right to use the any AZ Cash Solutions Benefits or your AZ Cash Solutions Membership, and you accept sole liability for any consequence resulting from the suspension or termination of any AZ Cash Solutions Benefits or AZ Cash Solutions Membership to the extent permitted by law.

35. Hardware Requirements

Accessing the CHIT Marketplace requires certain hardware and software. AZ Cash Solutions will initially provide all hardware and software required to access the CHIT Marketplace. If any hardware or software must be repaired or replaced, AZ Cash Solutions may charge you to repair or replace such hardware or software, and you shall pay such cost prior to AZ Cash Solutions repairing or replacing such hardware or software. All hardware and software provided to you must be returned to AZ Cash Solutions immediately upon request by AZ Cash Solutions.