

**Cardinal**  
**Terms Of Service**

Last Updated: 2/9/23

**1. INTRODUCTION**

These Terms of Service (these “**Terms**”) govern your access to and use of certain products, services, and properties made available by Nexus Pro, Inc. (“**Cardinal**,” “**we**,” “**us**” or “**our**”), including the website, available at [www.cardinal.so](http://www.cardinal.so) (the “**Website**”); Cardinal’s proprietary platform that enables users to create and participate in Collection Pools (as defined below) using the Cardinal Lock-Up Protocol (as defined below); and any software and services provided on or in connection with the Website and platform (collectively with the Website, the “**Service**”). As used herein, the terms “**you**,” and “**your**” refer to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms. Certain features of the Service may be subject to additional guidelines, terms, or rules (“**Supplemental Terms**”), which will be displayed in connection with such features. All such Supplemental Terms are incorporated by reference into these Terms. If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

THESE TERMS OF USE ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY. BY BROWSING THE WEBSITE, CONNECTING A DIGITAL WALLET TO THE SERVICE, ACCESSING OR USING THE CARDINAL LOCK-UP PROTOCOL THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.**

THE SERVICE PROVIDES A USER INTERFACE THAT ENABLES USERS TO INTERACT WITH THE CARDINAL LOCK-UP PROTOCOL. WE ARE NOT A BROKER OR FINANCIAL INSTITUTION. THE SERVICE IS AN ADMINISTRATIVE PLATFORM ONLY. THE SERVICE MAY FACILITATE TRANSACTIONS BETWEEN A COLLECTION PARTICIPANT (DEFINED BELOW) AND A USER PARTICIPANT (DEFINED BELOW), BUT CARDINAL IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE COLLECTION PARTICIPANT AND USER PARTICIPANT OR OTHERWISE BETWEEN ANY USERS OF THE SERVICE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT CARDINAL SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH, OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY COLLECTION PARTICIPANT, USER PARTICIPANTS, OR ANY OTHER USER OF THE PLATFORM WITH RESPECT TO THE STORAGE OF ANY TOKEN OR PROVISION OR NONPROVISION OF ANY REWARDS.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ANY NFTS YOU STORE OR MAINTAIN THROUGH THE SERVICE. CARDINAL MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF NFTS STORED OR MAINTAINED ON THE SERVICE. CARDINAL MAKES NO CLAIMS ABOUT THE VALUE OF ANY STORAGE BENEFITS ISSUED OR MADE AVAILABLE THROUGH THE SERVICE.

**PLEASE BE AWARE THAT SECTION 19 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND CARDINAL. AMONG OTHER THINGS, SECTION 19 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE**

**RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 19 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 19 CAREFULLY.**

**UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

PLEASE BE AWARE THAT SECTION 4(c) OF THESE TERMS, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING EMAIL COMMUNICATION.

Please refer to our [Privacy Policy](#) for information about how we collect, use, and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

Cardinal reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service, making an announcement on social media, or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review these Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

## **2. THE CARDINAL LOCK-UP PROTOCOL**

- a. Use of the Cardinal Lock-Up Protocol. The Cardinal Lock-Up Protocol is an autonomous system of smart contracts on Solana that enables the conditional lock-up, staking, or storage of non-fungible tokens (“NFTs”) through a system of smart contracts (the “**Cardinal Lock-Up Protocol**”). The Cardinal Lock-Up Protocol is not a part of the Services. Cardinal does not monitor or control any use of the Cardinal Lock-Up Protocol by third parties and/or any use of the Cardinal Lock-Up Protocol that does not take place on or through the Services. Cardinal makes no representations or warranties about the functionality of the Cardinal Lock-Up Protocol. All use of the Cardinal Lock-Up Protocol is undertaken at your own risk, and Cardinal is not and shall not be liable to you or to any third party for any loss or damage arising from or connected to your or any third party’s use of the Cardinal Lock-Up Protocol. Notwithstanding anything to the contrary set forth herein, the terms of Section 15 (Assumption of Risk), Section 17 (Disclaimers), and Section 18 (Limitation of Liability) of the Terms apply, mutatis mutandis, to any claims arising out of your use of the Cardinal Lock-Up Protocol.
- b. No Updates or Modifications. Cardinal may, at its sole discretion, choose to release a new version of the Cardinal Lock-Up Protocol. The Services may not be interoperable with prior, abandoned, or outdated versions of the Cardinal Lock-Up Protocol.

## **3. OUR SERVICE**

- a. Description of Service. Cardinal has developed, hosts, operates, and supports, an online platform through which users may participate in Collection Pools through such users’ interactions with the Cardinal Lock-Up Protocol. A “**Collection Pool**” is a discrete instance of the Cardinal Lock-Up Protocol that enables the creators or operators of an NFT project (each such project, a “**Collection**”) to permit the then-current owners of NFTs in that Collection to stake or store such NFTs through the Cardinal Lock-Up Protocol and receive certain rewards that are set up,

maintained, and issued by the applicable Collection Participants (“**Storage Benefits**”). The Service includes the user interface that facilitates the setup and maintenance of Collection Pools and interactions between the User Participants and Collection Participants. The participation in Collection Pools, withdrawal of NFTs from Collection Pools, and redemption of Storage Benefits may be subject to fees as set forth in Section 6.

- b. User Participants; Collection Participants. “**User Participant**” means each owner of an NFT that participates in a Collection Pool through the Service. “**Collection Participant**” means each individual or entity (including without limitation any DAO or other informally organized entity) that owns or manages a Collection and/or has set up a Collection Pool with respect to any Collection through the Service. User Participants and Collection Participants (collectively, “**Participants**”) are not affiliated with Cardinal. Cardinal does not monitor, maintain, or issue any of the Storage Benefits or any of the NFTs provided on or made available through the Service (except where and solely to the extent that we are listed on the Service as the applicable Participant). All matters concerning the Storage Benefits and interactions with the Collection Pools, including but not limited to reward parameters, warranties, guarantees, maintenance, and delivery of Storage Benefits, are solely between the Collection Participant and the User Participant, and you acknowledge and agree that Cardinal shall have no liability to you arising from or related to the same.
- c. Reward Protocols. User Participants may receive Storage Benefits through the Collection Pools as set forth under and subject to the then-current terms of the applicable Collection Pool (such terms, the “**Reward Protocols**”). Rewards Protocols are created, updated, and maintained by the Collection Participant that created the applicable Collection Pool, and may include (without limitation) but are not limited to, Storage Benefits available, parameters for receiving Storage Benefits, and redemption processes. These Reward Protocols may be updated by the applicable Collection Participant from time to time, and you are solely responsible for reading or updating the applicable Reward Protocols.
- d. Interactions with Other Users and User Content. You are solely responsible for your participation in the Collection Pools and any interactions with other Participants resulting from your participation in the Collection Pools, including redeeming or issuing Storage Benefits; provided, however, that we reserve the right, but have no obligation, to terminate a Collection Pool, terminate any Participant’s access to the Services at any time whether or not they have outstanding rewards that can be claimed or withdrawn, forcibly move NFTs or fungible tokens out of the system, shut down the system entirely, or any combination of the aforementioned for any reason or no reason, in our sole discretion. The Service contains User Content (defined below) provided by other users. We are not responsible for and do not control User Content. We have no obligation to review or monitor, and do not approve, endorse, or make any representations or warranties with respect to User Content, including without limitation any User Content embodied by or otherwise made available through NFTs. You use all User Content and interact with other Participants at your own risk. You agree that Cardinal will not be responsible for any liability incurred as the result of your interactions with other Participants on the Service.
- e. No Representations or Warranties. Cardinal makes no warranties or representations whatsoever with regard to any NFTs and/or Storage Benefits made available by Participants, including without limitation any guarantees that the NFTs and Storage Benefits or any Participant’s ownership, use, or receipt thereof comply with applicable law, rule, or regulation. You will not consider Cardinal, nor will Cardinal be construed as, a party to such transactions, whether or not Cardinal may have received some form of revenue or other remuneration in connection with the transaction as consideration for providing the venue for you to transact, nor will Cardinal be liable for any costs or damages arising out of, either directly or indirectly, you or any other user involved or related to the transaction. We do not investigate nor make any representations about any User Participant’s NFTs nor any Collection Participant’s set up, tracking, maintenance, or

records of Storage Benefits or issuance of Storage Benefits, nor of any Storage Benefits that may accompany any Collection Pool.

- f. Open-Source Software. You acknowledge and agree that the Service may use, incorporate, or link to certain software made available under an “open-source” or “free” license (“**OSS**”), and that your use of the Service is subject to, and you agree to comply with, any applicable OSS licenses. Each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the OSS. If required by any license for particular OSS, Cardinal makes such OSS, and Cardinal’s modifications thereto, available by written request at the notice address specified below.

#### 4. **CONNECTING A DIGITAL WALLET; CONSENT TO ELECTRONIC COMMUNICATION; USER AGREEMENTS**

- a. Connecting a Digital Wallet; Registration Information. In order to use certain features of the Service you will need to connect a compatible third-party digital wallet (a “**Digital Wallet**”) and accept these Terms. You must be eighteen (18) years old to use the Service. When you connect your Digital Wallet to the Website or otherwise use the Service, you may be asked to provide certain information to us (“**Registration Information**”). You agree to (i) provide accurate, current, and complete Registration Information; (ii) maintain and promptly update your Registration Information from time to time as necessary, (iii) maintain the security of your Digital Wallet and accept all risks of unauthorized access thereto, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to the Service or your Digital Wallet. Cardinal may require you to provide additional information and documents at the request of any competent authority or in order to help Cardinal comply with applicable law, regulation, or policy, including laws related to anti-laundersing (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Cardinal may also require you to provide additional information and documents in cases where it has reasons to believe that:

- Your Digital Wallet is being used for money laundering or for any other illegal activity;
- You have concealed or reported false identification information and other Registration Information; or
- Transactions effected via your Digital Wallet were effected in breach of these Terms.

In such cases, Cardinal, in its sole discretion, may disable your ability to use the Service until such requested additional information and documents have been reviewed by Cardinal and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, Cardinal may refuse to provide any Collection Pool, Content, product, service, and/or further access to the Service to you.

- b. User Agreements. You agree that you will not:
- buy, sell, rent, or lease access to the Service without our written permission;
  - attempt to use the Service after removal by us; or
  - access or try to access the Service through unauthorized third-party applications or clients.
- c. Consent to Electronic Communications. By connecting a Digital Wallet, you consent to receive electronic communications from Cardinal (e.g., via email, message to such Digital Wallet, discord, or by posting notices to the Service). These communications may include notices about your use of the Service (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to,

any requirements that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

d. User Representations and Warranties. When you connect a Digital Wallet to the Service, you hereby represent and warrant, to and for the benefit of Cardinal and its affiliates, as follows:

- You have all requisite capacity, power, and authority to enter into and perform your obligations under these Terms, including to access the Service and participate in the Collection Pools. The execution and delivery of, and the performance of your obligations under, these Terms have been duly authorized by all necessary action on your part and on the part of any entity on behalf of which you are entering into these Terms, and no other proceedings are necessary to authorize the execution, delivery, or performance of your obligations under these Terms.
- These Terms constitute your legal, valid, and binding obligation, enforceable against you in accordance with these Terms.
- All Registration Information and other information provided to Cardinal by you is accurate and complete. None of: (i) you; (ii) any affiliate of any entity on behalf of which you are entering into these Terms; (iii) any other person having a beneficial interest in any entity on behalf of which you are entering into these Terms (or in any affiliate thereof); or (iv) any person for whom you are acting as agent or nominee in connection with these Terms is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or any person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
- These Terms do not, and the performance of your obligations under these Terms and your participation in the Collection Pools, will not: (i) if you are entering into these terms on behalf of an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate any right of any third party or any legal requirement applicable to you or to any of the assets owned or used by you; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.
- You are sophisticated, experienced, and knowledgeable in matters related to NFTs and other digital assets. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing and, in making the determination to use the Service, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including NFTs, are evolving, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the NFTs and certain Storage Benefits) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made

available by, Cardinal, in determining to enter into these Terms, participate in the Collection Pools, or otherwise use the Service.

- There is no legal proceeding pending that relates to your activities relating to storing NFTs or other token- or digital asset- trading or blockchain technology related activities.
  - You are the sole and exclusive owner of all right, title and interest in and to all rights, including intellectual property rights, incorporated into or otherwise used, held for use or practiced in connection with (or planned by you to be incorporated into or otherwise used, held for use or practiced in connection with) any NFT that you make available through the Services and/or any Storage Benefit offered or issued, other than any intellectual property rights in and to such NFT or Storage Benefit that are validly licensed to you pursuant to valid and binding licenses granted to you.
  - You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or token-trading activities. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to NFTs.
- e. Responsibility for Fees. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

## 5. TERMS APPLICABLE TO PARTICIPANTS

- a. User Participant Obligations. As a User Participant, you will be required to provide any information requested by Cardinal when you participate in any Collection Pool on or through the Service. When you participate in a Collection Pool, you represent and warrant that you are the then-current legal owner of such NFT and that you have all right and license necessary to store such NFT as contemplated hereunder. You are solely responsible for your choice of Collection Pool and your participation in a Collection Pool, and you acknowledge and agree that Cardinal shall have no liability to you arising from or related to any participation in a Collection Pool.
- b. Collection Participant Obligations. As a Collection Participant, you will be required to provide any information requested by Cardinal when you participate in any Collection Pool on or through the Service. When you participate in a Collection Pool by creation of such project, you represent and warrant that you will (i) maintain a record of Storage Benefits for which a User Participant has qualified and/or which a User Participant has redeemed; and (ii) issue Storage Benefits to User Participants who redeem such rewards. You are solely responsible for the aforementioned, and you acknowledge and agree that Cardinal shall have no liability to you arising from or related to any participation in a Collection Pool.
- c. Collection Pool Participation. You are solely responsible for ensuring that your use of the Service to participate in a Collection Pool complies with all applicable laws, rules, and regulations. You acknowledge and agree that Cardinal is not a participant in any Collection Pool unless otherwise stated and that Cardinal has no obligation to issue Storage Benefits or otherwise complete a transaction on behalf of any Collection Participant. User Participants may withdrawal their NFTs from a Collection Pool and redeem any Storage Benefits for which they have qualified at any time, subject to the applicable fees and Reward Protocols.
- d. Compliance with Reward Protocols. User Participants acknowledge and agree that, as between User Participants and Cardinal, User Participants are solely responsible for reviewing and complying with any Reward Protocols applicable to any Collection Pool they participate in. Collection Participants acknowledge and agree that, as between Collection Participants and Cardinal, Collection Participants are solely responsible for reviewing, maintaining, updating any

Reward Protocols applicable to any Collection Pool they participate in and communicating the applicable Reward Protocols to the User Participants in a Collection Pool. Notwithstanding any listing of any project on the Service, Cardinal does not verify any Reward Protocols and makes no representations or warranties that the Service is appropriate for use with any particular NFT, Storage Benefit, Collection Pool, or otherwise.

- e. Collection Participant Dashboard. Subject to your compliance with these Terms, Cardinal grants each Collection Participant a limited, non-exclusive, non-sublicensable and nontransferable right to access and use the proprietary end user analytics dashboard (when it is live) offered in connection with a Collection Pool. Collection Participant agrees to abide by any limitations or restrictions with respect to any data made available to Collection Participant on or through such dashboard (“**Data**”) and to pay any fees then-currently charged by Cardinal in connection with Collection Participant’s access to or use of such Data. Subject to the foregoing sentence, Cardinal grants Collection Participant a non-exclusive, non-transferable, fully-paid, fee-free right and license to access and use such Data for Collection Participant’s personal and/or internal business purposes, including to use such Data to offer, promote, or provide NFTs or Storage Benefits to User Participants. With respect to any such Data that constitutes personal data, personal information, personally identifiable information or similar information under applicable privacy or data security laws (collectively, “**Personal Information**”), Collection Participant shall not sell Personal Information. Collection Participant shall comply with all applicable law in connection with Collection Participant’s access to and use of Personal Information, and shall use no less than reasonable security measures appropriate to the nature of any Personal Information in its possession or control to protect the Personal Information from unauthorized access, use, or disclosure. The parties acknowledge and agree that Collection Participant’s access to any Personal Information is not part of the consideration exchanged by the parties in respect of the Terms. Collection Participant hereby certifies that it understands its obligations under this Section and will comply with them.
- f. Independent Contractor. You acknowledge and agree that your relationship with Cardinal is limited to that of an independent contractor, and not an employee, joint venturer, sales representative, agent, franchisee, or partner of Cardinal for any reason. You acknowledge and agree to act exclusively on behalf and for your own benefit, and not on behalf of, or for the benefit of, Cardinal. You are solely responsible for any NFTs that you store through the Service and Cardinal does not, and will not be deemed to, control your use of the Service or your performance under this agreement.

## 6. PRICING; PAYMENTS

- a. General. We reserve the right to charge fees on certain transactions as set forth on our [Fees Page](#) at point of sale, or otherwise on the Service. Any payment obligations you incur are binding at the time of the applicable transaction and you agree to pay all such amounts.
- b. Collection Fees. Collection Participants may set additional fees on certain transactions in a Collection Pool (“**Collection Fees**”). Each User Participant hereby agrees to pay all such Collection Fees. Collection Fees may include amounts payable by User Participant to Cardinal and/or the applicable Collection Participant, in each case as set forth on the Service. Please refer to the listing provided by the applicable Collection Participant for the Collection Pool or the Reward Protocols for any terms applicable to your Collection Pool, including without limitation details related to (i) Storage Benefits; or (ii) additional costs. In the case where any fees are not explicitly described outside of the context of the transaction itself, User Participant acknowledges that it is their responsibility to reference the simulated transaction before executing it and accepts any fees that result from doing so. NOTWITHSTANDING ANY ABILITY TO TERMINATE COLLECTION POOL PARTICIPATION, ALL INCURRED COLLECTION FEES ARE NON-CANCELLABLE AND NONREFUNDABLE.

- c. Collection Participant Fees. Each Collection Participant acknowledges and agrees that Cardinal is entitled to receive a percentage of each Collection Fee levied (“**Collection Participant Fees**”). The Collection Participant Fee may change from time to time, and Collection Participant agrees to pay any Collection Participant Fee.
- d. Service Fees. Any storage of NFTs in a Collection Pool, withdrawal of NFTs from the Collection Pool, and redemption of Storage Benefits from participation in the Collection Pool through the Service may be subject to a fee payable by the applicable User Participant to Cardinal (the “**Service Fee**”). The Service Fee shall be displayed on the Service in connection with such transaction or described in the fees document linked in section 6.
- e. Participating in a Collection Pool. Once you submit an order to store your NFT in a Collection Pool through your connected Digital Wallet, your order is passed on through the Digital Wallet bridge extension, which completes the transaction using the Cardinal Lock-Up Protocol on your behalf. For the avoidance of doubt, such transaction does not take place on or through the Service.
- f. Gas Fees. You are solely responsible for ensuring that any payment made by you in connection with a transaction is sufficient to cover any Gas Fee required to complete the transaction. “**Gas Fees**” are transaction fees determined by market conditions on the Solana network at the time you effect a transaction, and are not determined, set, or charged by Cardinal.
- g. Payment Currency. You may not substitute any other currency (including any other cryptocurrency) for the currency in which you have agreed to pay at the time you participated in a Collection Pool. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to your participation in any Collection Pool or any other payment obligation. If the balance of cryptocurrency in your Digital Wallet is insufficient to cover the applicable fee at the time you seek to enter into a transaction, you may not engage in that transaction, including the withdrawal of your NFT from a Collection Pool. Whether a particular cryptocurrency is accepted as a payment method by Cardinal is subject to change at any time in Cardinal’s sole discretion. Cardinal may add or change any supported blockchains or payment processing services at any time in its sole discretion. All such services may be subject to additional terms and conditions.

## 7. OWNERSHIP

- a. Content. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Cardinal logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “**Content**”) are the proprietary property of Cardinal or our affiliates, licensors, or users, as applicable.
- b. Third-Party Licenses. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Cardinal or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
- c. License to Service and Content. You are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, “as-is” license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to these Terms and does not include any right to (i) sell, resell, or use commercially the Service or Content, (ii) distribute, publicly perform, or publicly display any Content, (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (vi) use the Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 10 below.



- d. A User Participant's rights in Storage Benefits made available through the Service may be subject to certain restrictions or limitations, as determined by the Collection Participant that created the respective Collection Pool or by us and as stated on the Service. A User Participant's rights in any Storage Benefits for which the User Participant qualified through the Service are limited to (i) those rights expressly granted in the Collection Pool as listed on the Service; (ii) those rights expressly granted in the applicable Reward Protocols; or (iii) those rights that otherwise may be determined between the User Participant and the Collection Participant that created the Collection Pool.

## 8. USER CONTENT

The Service may include the ability for you to make certain Content available on or through the Service, including without limitation any Content embodied by NFTs or Storage Benefits made available by you ("**User Content**"). If you choose to make User Content available on or through the Service, you hereby grant Cardinal a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of (i) providing the Service, including making User Content available to other users in accordance with your elections on the Service; and (ii) improving the Service. You also hereby grant each other user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display, and perform such User Content solely as permitted through the functionality of the Service and under these Terms. You are solely responsible for any User Content you provide. You represent and warrant that such User Content will not be libelous or defamatory and that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post, or display on or through the Service. You agree that such User Content will not contain material the use of which as permitted herein is violative of copyright or other proprietary rights. Cardinal has no responsibility for the User Content posted or listed via the Service, although Cardinal reserves the right (but Cardinal has no obligation) to remove any User Content for any reason or for no reason, including in the event that Cardinal determines Content to be in violation of these Terms.

## 9. THIRD-PARTY SERVICES; THIRD-PARTY TERMS

- a. Third-Party Services. The Service may contain links to third-party properties and applications (collectively, "**Third-Party Services**"). When you click on a link to a Third-Party Service, you are subject to the terms and conditions (including privacy policies) of such Third-Party Services. Cardinal is not responsible for any Third-Party Services. Cardinal provides links to these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or their products or services. You use all links in Third-Party Services at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
- b. Terms Applicable to Third-Party Services. The Service and Content may include components, including software components, that are provided by a third party and that are subject to separate license terms, in which case those license terms will govern your access to and use of such components. For example, when you click to get more details about a Collection Pool, you may see a link to the Third-Party Service used by the Collection, which may include (without limitation) a platform to mint additional NFTs from that Collection and/or learn more about that Collection.

## 10. ACCEPTABLE USE POLICY

You agree that you are solely responsible for your conduct while accessing or using the Service. You agree that you will abide by these Terms and will not:

- a. Provide false or misleading information to Cardinal;
- b. Use or attempt to use another user's Digital Wallet without authorization from such user and Cardinal;
- c. Offer, stake, or issue counterfeit NFTs or Storage Benefits;
- d. Pose as another person or entity;
- e. Circumvent or attempt to circumvent any limitations or restrictions placed on promotions offered by Cardinal;
- f. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- g. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- h. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- i. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- j. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- k. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;
- l. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, unsolicited airdrops, and direct marketing);
- m. Bypass or ignore instructions that control all automated access to the Service;
- n. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or these Terms;
- o. Use the Service to carry out any illegal activities, or use the Digital Wallet that you use in connection with the Service in connection with any illegal activities, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Service;
- p. Engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive, or manipulative trading activities, including:
  - trading a NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Token, unduly or improperly influencing the market price for such Token trading on the Service or establishing a price which does not reflect the true state of the market in such Token;
  - executing or causing the execution of any transaction in a NFT which involves no material change in the beneficial ownership thereof; or

- participating in, facilitating, assisting, or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of any NFT; or
- q. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings, or other similar transactions.

## 11. LISTING GUIDELINES

- a. Permitted Collection Pools. Cardinal has the right, but not the obligation, to remove or refuse to display any Collection Pool, Storage Benefit, or NFT at any time. Cardinal exercises its sole judgment in allowing or disallowing certain assets, listings, smart contracts, and collections.
- b. Prohibited User Content. NFTs, Storage Benefits, Collection Pools, listings, smart contracts, collections, and other User Content that Cardinal in its sole discretion deems inappropriate, disruptive, or illegal are prohibited on the Service. Cardinal reserves the rights to determine the appropriateness of listings on the Service and remove any User Content, including any NFT, Storage Benefit, or Collection Pool, at any time. If we determine, in our sole discretion, that you offer a Collection Pool, listing, smart contract, or collection in violation of these policies, we reserve the right to take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, blocking your future access to the Service, and permanently withholding any other payments due and owed to you. Cardinal reserves the right to destroy inappropriate or illegal metadata stored on our servers. The following User Content is prohibited on the Service, whether included in or made available in or through Collection Pools, listings, smart contracts, or collections that include metadata, or otherwise:
  - Content that violates international or United States intellectual property laws;
  - Content that promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
  - Content with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
  - Content created or used primarily or substantially for the purpose of raising funds for known terrorist organizations (as listed on <https://www.state.gov/foreign-terrorist-organizations> or as may be determined by Cardinal from time to time in its sole discretion);
  - as determined in our sole and absolute discretion, NSFW Content and other Content that is intended to be age-restricted. NFT, Storage Benefit, and Collection Pool names, listings and their descriptions, smart contract names, and collections including profanity or overtly sexual content are prohibited. A smart contract that contains NSFW Content is subject to being marked NSFW, even if the NSFW Content only represents a portion of the content on the smart contract;
  - Content that includes stolen assets, assets taken without authorization, and otherwise illegally obtained assets, all including but not limited to NFTs. Participating in Collection Pools with illegally obtained NFTs may result in ending your participation in the Collection Pool, your NFTs being hidden, the deletion of any Storage Benefit, or your access to the Service being suspended. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately; and

- Content that is illegal or offensive, or Content that includes or uses profanity or graphic language.

If you become aware of any Content or Collection Pool in violation of any of the terms specified in this section, please contact us at the address set forth in Section 21 to report it.

## 12. COPYRIGHT

It is our policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to Cardinal by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Service of the material that you claim is infringing; (4) your address, telephone number, and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Cardinal's Copyright Agent for notice of claims of copyright infringement is as follows: Cardinal, c/o Copyright Agent, DMCA@cardinal.so.

## 13. INVESTIGATIONS

If Cardinal becomes aware of any possible violations by you of these Terms, Cardinal reserves the right to investigate such violations. If, as a result of the investigation, Cardinal believes that criminal activity may have occurred, Cardinal reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Cardinal is entitled, except to the extent prohibited by applicable law, to disclose to third parties any information or materials (including without limitation User Content) in Cardinal's possession, including in order to (i) comply with applicable laws, legal process or governmental request; (ii) enforce these Terms, (iii) respond to any claims that User Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property, or personal safety of Cardinal, its users, or the public, as Cardinal in its sole discretion believes to be necessary or appropriate. By agreeing to these Terms, you hereby provide your irrevocable consent to such monitoring. You understand, acknowledge, and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

## 14. RELEASE

You hereby release and forever discharge Cardinal and our officers, employees, agents, successors, and assigns (the "**Cardinal Entities**") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other users). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

## 15. ASSUMPTION OF RISK

You acknowledge and agree that:

- a. The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of the NFTs and/or any digital assets used in any Collection Pool.
- b. You are solely responsible for determining what, if any, taxes apply to any Storage Benefits. Neither Cardinal nor any other Cardinal Entity is responsible for determining the taxes that may apply to Storage Benefits.
- c. NFTs and certain Storage Benefits exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such NFTs and Storage Benefits. Our Service does not store, send, or receive NFTs and Storage Benefits. Any transfer of NFTs and certain Storage Benefits occur within the supporting blockchain and/or as facilitated by the Cardinal Lock-Up Protocol, and not on the Service.
- d. There are risks associated with using digital currency, including but not limited to the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet.
- e. There are risks associated with use of the Cardinal Lock-Up Protocol, including but not limited to security flaws and vulnerabilities, bugs, and other factors. Cardinal makes no representations as to the security of the Cardinal Lock-Up Protocol, and you participate in a Collection Pool using the Cardinal Lock-Up Protocol at your own risk.
- f. Cardinal does not monitor, and is not liable to you for, any user activity in connection with the Service or the Cardinal Lock-Up Protocol. Cardinal cannot control, and makes no representations with respect to, the behavior of any Participant, including without limitation any actions taken in violation of the applicable Reward Protocols.
- g. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the value of NFTs and certain Storage Benefits.
- h. There are risks associated with user-generated User Content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.
- i. Cardinal reserves the right to hide collections, contracts, and assets that Cardinal suspects or believes may violate these Terms. Such NFTs and Storage Benefits may become inaccessible on the Service. Under no circumstances shall the inability to view your assets on the Service or redeem any Storage Benefits serve as grounds for a claim against Cardinal.
- j. Cardinal has no responsibility for the NFTs stored on the Service or the Storage Benefits. Cardinal does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality, or value of any NFT or Storage Benefit made available on the Service. For the avoidance of doubt, Cardinal shall have no responsibility for any failure of any user to comply with any terms regarding the authenticity, originality, uniqueness, scarcity, or other description or characteristics of the NFTs or Storage Benefits furnished by or on behalf of that user and available via the Service.

## **16. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Cardinal and the Cardinal Entities from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to these Terms or your use of the Service or the

Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, User Content, or any Collection Pools, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of any third party or another Participant. You agree to promptly notify Cardinal of any third-party Claims and cooperate with the Cardinal Entities in defending such Claims. You further agree that the Cardinal Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND CARDINAL.

## **17. DISCLAIMERS**

THE SERVICE, CONTENT CONTAINED THEREIN, AND NFTS AND STORAGE BENEFITS LISTED THEREIN, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. CARDINAL (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. CARDINAL DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. CARDINAL DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE SERVICE. WHILE CARDINAL ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, CARDINAL CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY COLLECTION POOL LISTED ON OUR SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY PARTICIPATION IN THE COLLECTION POOLS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; (V) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING, OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR TOKENS; (VI) YOUR USE OF OR FAILURE TO USE THE CARDINAL LOCK-UP PROTOCOL; OR (VII) ANY USE OR MISUSE OF THE SERVICE BY YOU OR ANY THIRD PARTY.

FROM TIME TO TIME, CARDINAL MAY OFFER NEW “BETA” FEATURES OR TOOLS. ALL SUCH FEATURES OR TOOLS ARE OFFERED “AS IS” AND WITH ALL FAULTS, SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT CARDINAL’S SOLE DISCRETION. THE

PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

NFTS AND CERTAIN STORAGE BENEFITS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT CARDINAL OR ANY CARDINAL ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKENS. WE CANNOT AND DO NOT GUARANTEE THAT ANY NFTS OR STORAGE BENEFITS WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO RECEIVE OR ACCESS ANY STORAGE BENEFITS OR OTHER BENEFITS ASSOCIATED WITH ANY NFTS THAT YOU STORE THROUGH THE SERVICE.

Cardinal is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features of or inherent to the NFTs, Collection Pools, or Storage Benefits. Cardinal is not responsible for casualties due to developers or representatives delay or failure to report any issues with any blockchain supporting NFTs, Collection Pools, or Storage Benefits, including without limitation forks, technical node issues, or any other issues that result in losses of any sort, including without limitation any issues arising from or related to the Cardinal Lock-Up Protocol.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death, or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### **18. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CARDINAL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, ANY COLLECTION POOLS, NFTS, OR STORAGE BENEFITS, YOUR USE OF OR INABILITY TO USE THE CARDINAL LOCK-UP PROTOCOL FOR ANY PURPOSE, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF CARDINAL ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), YOUR USE OF OR INABILITY TO USE THE CARDINAL LOCK-UP PROTOCOL, OR ANY PARTICIPATION IN COLLECTION POOLS THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT PAID TO CARDINAL BY YOU FOR THE SERVICE IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

19. **DISPUTE RESOLUTION.** Please read this Arbitration Agreement (the “Arbitration Agreement”) carefully. It is part of your contract with Cardinal and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- a. **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Cardinal agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service, any communications you receive from us, any products (including any Collection Pools and Storage Benefits) made available to you through the Service, any use of or interaction with the Cardinal Lock-Up Protocol (including any failure of the same) or the Terms and prior versions of the Terms, including claims and disputes that arose between us before the effective date of these Terms (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Cardinal may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Cardinal may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of these Terms.
- b. **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Cardinal. If that occurs, Cardinal is committed to working with you to reach a reasonable resolution. You and Cardinal agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Cardinal therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Cardinal that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to the contact information set forth in Section 21. The Notice must include: (1) your name, telephone number, mailing address, e-mail address and/or Digital Wallet address (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.
- c. **Waiver of Jury Trial.** YOU AND CARDINAL HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND



**HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and Cardinal are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- d. **Waiver of Class and Other Non-Individualized Relief. YOU AND CARDINAL AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 19i, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.** Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 19.i entitled “Batch Arbitration.” Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, “Waiver of Class and Other Non-Individualized Relief,” are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Cardinal agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Cardinal from participating in a class-wide settlement of claims.
- e. **Rules and Forum.** The Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Cardinal agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration (if applicable) as well as the applicable Digital Wallet address; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief,

formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Cardinal otherwise agree, or the Batch Arbitration process discussed in subsection 19.i is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Cardinal agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

- f. **Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 19.i is triggered, the AAA will appoint the arbitrator for each batch.
- g. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.
- h. **Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Cardinal

need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

- i. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Cardinal agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Cardinal by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Cardinal. You and Cardinal agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.
- j. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the address set forth in Section 21, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, email address, Digital Wallet address (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- k. **Invalidity, Expiration.** Except as provided in the subsection entitled "Waiver of Class and Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Cardinal as detailed in this Arbitration Agreement must be initiated via

arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

- l. **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if Cardinal makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Cardinal at the address set forth in Section 21, your continued use of the Service, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Cardinal will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.
- m. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- n. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Cardinal.

## 20. GENERAL

You may terminate these Terms by disconnecting your Digital Wallet, ceasing all further use of the Service, and sending us notice of your intention to terminate these Terms at the address set forth in Section 21, below. We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. All sections of these Terms intended by their nature to survive, including without your indemnification obligations, all disclaimers, your release of Cardinal, and our limitation of liability hereunder, shall survive such termination. These Terms, and your access to, and use of, the Service, shall be governed by and construed and enforced in accordance with the laws of the state of California, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the courts of California. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause, or provision of these Terms. Your relationship to Cardinal is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Cardinal. Cardinal's failure to assert any right or provision under these Terms shall

not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of Cardinal and you and are not intended to confer third party beneficiary rights upon any other person or entity.

## **21. CONTACT INFORMATION**

Nexus Pro, Inc.

ATTN: Cardinal Legal

Address: 584 Castro Street #2189, San Francisco, CA 94114

Email: [info@cardinal.so](mailto:info@cardinal.so)