

Updated: August 1st, 2022

This Terms of Use (“Agreement”) is between you (also referred to herein as “user”, “you” and “your”) and Kryptik (“Kryptik”, “we”, “us” and “our”). This Agreement governs your use of the services provided by Kryptik described below, including the Kryptik – Wallet App (collectively, the “Kryptik Wallet Services”). By using the Kryptik Wallet Services, you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement. To be eligible to use the Kryptik Wallet Services you must be a resident of the one of the countries in which the Services are supported and be the age of majority in your country of residence. We may make changes to the Agreement from time to time. If we do this, we will post the changed Agreement on the Site and will indicate at the top of this page the date the Agreement was last revised. You understand and agree that your continued use of the Kryptik Wallet Services after we have made any such changes constitutes your acceptance of the new Agreement.

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 11.

PLEASE READ THE AGREEMENT CAREFULLY.

1. Kryptik Wallet Services**1.1 General**

The Kryptik Wallet Services consist of an open source web application and key manager, which allows you to create your own cryptocurrency wallet (i) to store and transfer certain supported cryptocurrencies, (ii) to track and monitor your portfolio of cryptocurrencies, to monitor real-time market data, (iii) access and interact with supported decentralized applications or protocol (collectively, “dapps”), and (iv) other services, features and capabilities that may be offered from time to time. In addition, the Kryptik Wallet Services consist of developer kits to add wallet connection to third-party dapps. Some of the dapps accessible using the Kryptik Wallet Services may also involve accessing certain cryptocurrency markets, boards, or interfaces allowing for complex financial transactions. IMPORTANT: Kryptik provides all information “as is” and you may not redistribute information displayed on or provided by the Kryptik Wallet Services.

1.2 Offerings and Access

When you request to make a transfer of cryptocurrency, in order to initiate such a transfer using the Kryptik Wallet Services, you will be required to initiate or “sign” a transfer. Kryptik is entitled to rely on the transfer initiation or signature and has no duty to inquire into or investigate the validity or accuracy of any transfer initiated by you.

1.3 Market and Third-Party Data

By using the Kryptik Wallet Services you may view information pertaining to third party cryptocurrencies, cryptocurrency wallets, staking pools, and liquidity pools. The presentation of this information does not imply any association with or endorsement of

third parties, even if certain functionalities provided in connection with the Kryptik Wallet Services require the use of such third party products. The content of such third party services and products as stated via the Kryptik Wallet Services is based on information made publicly available or by such third parties to us, and we therefore make no representations or warranties on the accuracy of such third-party service or product related information.

1.4 Third Party Payment Services

The Kryptik Wallet Services provides users links to third party processors to process any fiat purchases of cryptocurrencies. When you purchase cryptocurrencies with fiat currencies through these links, you are purchasing cryptocurrencies directly from the third party provider using your debit cards. Your purchase must follow the relevant instructions provided through the Kryptik Wallet mobile application and terms and conditions of the third party provider.

2. The Kryptik Wallet

2.1 Non-Custodial

The Kryptik Wallet is an unhosted and non-custodial wallet for holding supported cryptocurrencies. You control the cryptocurrencies held in the Kryptik Wallet. With Kryptik Wallet, the private keys (which represent the password to access the cryptocurrency) are stored directly on your device. At any time, subject to having internet access and the congestion on the blockchain, you may withdraw your cryptocurrency by sending it to a different blockchain address. When holding your cryptocurrencies in Kryptik Wallet, Kryptik does not maintain control over your Kryptik Wallet, cryptocurrencies or private keys. Users are responsible for the risk of loss of their private keys and seed phrases and neither Kryptik Wallet nor Kryptik may not recover such keys or seed phrases.

2.2 Recovery Phrase

When you create a new wallet using Kryptik Wallet, Kryptik Wallet generates a 12-word recovery phrase, known as a “seed phrase” or “secret phrase”, that you and only you have access to. This means that if you lose your recovery phrase, you will lose access to your Kryptik Wallet and any cryptocurrencies therein. Please keep in mind that Kryptik will never have access to this recovery phrase, so we cannot move funds on your behalf nor can we help you access cryptocurrencies in your Kryptik Wallet should you lose your recovery phrase. As an added safeguard, Kryptik has built an encrypted iCloud feature so you can back-up your recovery phrase. We encourage you to back up your recovery phrase using this feature, as well as writing it down and storing it in a secure location. To access the backup feature, tap Settings then Recovery Phrase from your Kryptik Wallet mobile application.

2.3 Supported Cryptocurrencies

The Kryptik Wallet supports a limited number of tokens. When you connect you use your Kryptik Wallet to exchange cryptocurrencies you are interacting with a decentralized exchange to buy or transfer supported cryptocurrencies directly from your Kryptik Wallet. Certain tokens may be not supported from time to time, which will restrict your ability to purchase or sell tokens.

2.4 Peer-to-Peer Transactions

The Kryptik Wallet Services enable you to send supported cryptocurrencies to, and request, receive, and store supported cryptocurrencies from, third parties by giving instructions through the Site. Your transfer of supported cryptocurrencies between your other cryptocurrency wallets and to and from third parties is a transfer. When you or a third party sends cryptocurrencies to your Kryptik Wallet address, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner's fees in order for the transaction to be successful. Insufficient network fees may cause a transfer to remain in a pending state and may result in delays or loss incurred as a result of an error in the initiation of the transaction. Kryptik has no obligation to assist in the remediation of such transactions. When you send cryptocurrency from your Kryptik Wallet to another cryptocurrency wallet, such transfers are executed on a blockchain by you and not under the control of the Kryptik. You should verify all transaction information prior to submitting them. Kryptik shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address. Cryptocurrency transfers cannot be reversed once they have been broadcast to the relevant cryptocurrency network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Kryptik does not control the network and makes no guarantees that a transfer will be confirmed by the network.

3. Fees and Taxes

By using the Kryptik Wallet Services, you agree to pay all applicable fees, including transaction fees for cryptocurrency swaps, card or bank transfers. Bank fees, credit card and debit card fees charged for any cryptocurrency purchases may be netted out of the settled amount of your cryptocurrency purchases using Apple Pay or a debit card. You are responsible for paying any additional fees charged by your financial service provider. You will also incur a network and/or gas fee, which is the fee incurred when a user buys BTC, ETH and ERC20 tokens or "native gas" fee. It is charged by and paid to the blockchain network for facilitating the transaction, not Kryptik. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via the Kryptik Wallet Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities. All fees payable by you are exclusive taxes unless otherwise noted. Kryptik reserves the right to withhold taxes where required. All fees are displayed and current as reflected in Kryptik and may be updated and changed from time to time by Kryptik.

4. Risk Factors

4.1 No Insurance

Cryptocurrency is not legal tender, is not backed by the government, and cryptocurrency accounts and value balances on the Kryptik Wallet are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. The Kryptik Wallet and Kryptik are not banks and do not offer fiduciary services. Kryptik makes no guarantee as to the functionality of the Ethereum network or dapp, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of cryptocurrency, or lead to your inability to complete a transaction using the Kryptik Wallet Services. The transaction details you submit via the Kryptik Wallet Services may not be completed, or may be substantially delayed on the Ethereum network, and Kryptik takes no responsibility for the failure of a transaction to be confirmed or processed as expected. There are no warranties or guarantees that a transfer initiated via the Kryptik Wallet Services will successfully transfer title or right in any cryptocurrency.

4.2 New Technology

The Kryptik Wallet is new. While this software has been extensively tested, the software used for these services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still under development and may undergo significant changes over time that may not meet users' expectations.

4.3 Information Security Risk

Cryptocurrency and use of the Kryptik Wallet Services may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Kryptik Wallet Services in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum protocol rests on open source software, there is the software underlying the Kryptik Wallet and Kryptik Wallet Services may contain intentional or unintentional bugs or weaknesses which may negatively affect Kryptik Wallet Services or result in the loss of user's cryptocurrency, the loss of user's ability to access or control their Kryptik Wallet. In the event of such a software bug or weakness, there may be no remedy and users are not guaranteed any remedy, refund or compensation.

4.4 No Insurance

You acknowledge that cryptocurrency is not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. As a software provider, Kryptik is not regulated by any federal or state regulatory agency and is not subject to the examination or reporting requirements of any such agencies.

5. Availability and Accuracy

Although we strive to provide you with excellent service, we do not guarantee that the Kryptik Wallet Services will be available without interruption. Although we intend to provide accurate and timely information provided through the Kryptik Wallet Services (including, without limitation, the content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information provided through the Kryptik Wallet Services are your sole responsibility and we shall have no liability for such decisions. Links to third party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third party materials accessible or linked to from the Site.

7. Intellectual Property

7.1 Limited License

All content in the Kryptik Wallet Services, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Content"), are the proprietary property of Kryptik with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written permission of Kryptik, except as except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post via the Kryptik Wallet mobile application. Provided that you are eligible for use of via the Kryptik Wallet Services, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content solely for your use in connection with your use of the Services, provided that you keep all copyright or other proprietary notices intact.

Except for your own User Content (as defined below), you may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the Content other than as specifically authorized herein, without the prior written permission of Kryptik, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or

otherwise. This license is revocable by us at any time without notice and with or without cause.

If you are a U.S. Government end user, we are licensing the Kryptik Wallet Services to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Services are the same as the rights we grant to all others under this Agreement.

7.2 Trademarks

Kryptik, Kryptik Wallet and other Kryptik Wallet graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Kryptik in the U.S. and/or other countries. Kryptik’ trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Kryptik. Kryptik may, at its sole discretion, limit access to the Kryptik Wallet Services and/or seek to limit a user’s access who infringe any intellectual property rights of Kryptik or others.

7.3 Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to Kryptik as set forth below to support@rainbow.me or by physical mail to Kryptik Inc., 201 N. 8th St. Brooklyn, NY 11211.

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7.3 Submission

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Kryptik are non-confidential and shall become the sole property of Kryptik.

Kryptik shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you

8. General Use, Prohibited Use, Termination

8.1 Prohibited Use

In connection with your use of the Kryptik Wallet Services, and your interactions with other users, and third parties you agree and represent you will not engage in any unlawful activity, abusive activity, fraud, gambling, intellectual property infringement, or prohibited activities restricted by card networks (Collectively, "Prohibited Use") and as further defined on our Prohibited Use Policy. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to block your wallet address without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

8.2 Suspension

Kryptik may suspend and restrict your access to the Kryptik Wallet Services: (i) We are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) We reasonably suspect you of using the Kryptik Wallet Service in connection with a Prohibited Use; (iii) Use of your using the Kryptik Wallet Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; (iv) Our service partners are unable to support your use; (v) You take any action that Kryptik deems as circumventing Kryptik' controls.

8.3 Not an Offering of Securities or Commodity Interest

The content of the Site and the Services do not constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments; the content of the Site and the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

8.4 No Advice

Kryptik makes no representation or warranty, express or implied, to the extent not prohibited by applicable law, regarding the advisability of investing in securities, funds, commodity interests, partnership interests or other investments or funding or purchasing loans. The past performance of any investment, loan, security, partnership interest, commodity or financial instrument is not a guide to future performance. Kryptik does not offer fiduciary services and is not your agent, advisor or fiduciary.

9. Disputes

9.1 Arbitration Agreement – United States

If you are located in the United States: This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of New York. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. The arbitration will be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures (the “Rules”) as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in a Federal District Court or a New York state court located in New York County, New York. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

9.2 Arbitration Agreement – United Kingdoms

If you are located in the United Kingdom, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Any dispute, claim or controversy relating in any way to this Agreement, the Kryptik Wallet Services, your use of the Services, or to any products or services licensed or distributed by us will be resolved by binding arbitration as provided

in this clause. Prior to commencing any formal arbitration proceedings, parties shall first seek settlement of any claim by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 14 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The seat or legal place of arbitration shall be London.

9.3 Arbitration Procedures

If you are located in any territory that is not specifically enumerated in Sections 9.1 or 9.2, you may elect for either of Section 9.1 or 9.2 to apply to you, otherwise this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland. Any dispute, claim or controversy relating in any way to this Agreement, the Services, your use of the Services, or to any products or services licensed or distributed by us will be resolved by binding arbitration as provided in this clause. Prior to commencing any formal arbitration proceedings, parties shall first seek settlement of any claim by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 14 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The seat or legal place of arbitration shall be Dublin, Ireland.

9.4 Waiver of Class Action and Jury Trial

YOU AND Kryptik AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE YOU AND Kryptik ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED UNDER THE FEDERAL ARBITRATION ACT). YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law

precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

9.5 30-Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: via email at support@raindow.me with subject line LEGAL OPT OUT. The notice must be sent within 30 days of your first use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we will also not be bound by them.

9.6 Disclaimers

None of Kryptik, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "Kryptik Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the Kryptik Parties disclaim liability for errors or omissions in the Content. The Kryptik Wallet Services and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The Kryptik Parties do not warrant that the Site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement. Kryptik cannot guarantee and does not promise any specific results from use of the Site and/or the Service to provide or to obtain a loan.

9.7 Availability

The Kryptik Wallet Services may be temporarily unavailable from time to time for maintenance or other reasons. Kryptik assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Kryptik is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Site or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web

and/or in connection with the Kryptik Wallet Services. Under no circumstances will Kryptik be responsible for any loss or damage, including any loss or damage to any user Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or transmitted to users, or any interactions between users of the Site, whether online or offline.

9.8 Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL Kryptik OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF Kryptik IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW Kryptik' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO Kryptik FOR THE SERVICES. IN NO CASE WILL Kryptik' LIABILITY TO YOU EXCEED THE LESSER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO Kryptik IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO Kryptik FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM Kryptik, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS

9.9 Language

All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

9.10 Indemnity

You also agree to indemnify and hold Kryptik, its subsidiaries and affiliates and service providers, and each of its 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) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

10. GENERAL PROVISIONS

10.1 Amendments

We may amend or modify this Agreement by posting on <https://Kryptik.me/> or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Kryptik Wallet Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Kryptik Wallet Services, or suspension or termination of your access to the Kryptik Wallet Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

10.2 Assignment

You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Kryptik affiliates or subsidiaries, or to any successor in interest of any business associated with the Kryptik Wallet Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. In the event that Kryptik is acquired by or merged with a third party entity or undergoes a change of control, 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.

10.3 Export and Sanctions Compliance

In connection with this Agreement, you will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that may apply. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services. You may not use any Kryptik Wallet Services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Service.

10.4 Force Majeure

Kryptik shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable

control, including but not limited to, significant market volatility, 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.

10.5 Links to Other Web Sites and Content

The Site (<https://Kryptik.me>) and the Kryptik Wallet Services contain links to other websites ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site and the Kryptik Wallet Services or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Kryptik Wallet Services.

10.6 No-Waiver

The failure of Kryptik to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

10.7 Notices

To give us notice under this Agreement, the user must contact Kryptik by email to support@raindow.me.

10.8 Promotions

From time to time, Kryptik may make available special offers or conduct promotions for qualifying users. Subject to applicable laws, Kryptik may establish qualifying criteria to participate in any special promotion at its sole discretion. Kryptik may revoke any special offer at any time without notice. Kryptik shall have no obligation to make special

offers available to all users. Kryptik makes no recommendation and does not provide any advice about the value or utility of any loan subject to a promotion.

10.9 Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, 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 this Agreement shall not be affected. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

10.10 Survival

The following provisions of this Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

APPENDIX A: PROHIBITED USE, PROHIBITED BUSINESS AND CONDITIONAL USE POLICY

Prohibited Use

You may not use the Kryptik Wallet Services to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If uncertain as to whether or not your use of the Kryptik Wallet Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at support@raindow.me. By opening or accessing the Kryptik Wallet Services, you confirm that you will not use your Kryptik Wallet or any Kryptik Wallet Services to do any of the following:

- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to Kryptik Wallet that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site, computer systems or networks connected to the Site, through password mining or any other means; use Kryptik Wallet Services of another party to access or use the Kryptik Wallet Services, or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Kryptik.
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Kryptik Wallet Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of

privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Kryptik Wallet or Site about others, including without limitation email addresses, without proper consent.

- Fraud: Activity which operates to defraud Kryptik, users of the Kryptik Wallet Services, or any other person; provide any false, inaccurate, or misleading information to Kryptik.
- Gambling: Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Kryptik intellectual property, name, or logo, including use of Kryptik trade or service marks, without express consent from Kryptik or in a manner that otherwise harms Kryptik or the Kryptik brand; any action that implies an untrue endorsement by or affiliation with Kryptik.
- Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Kryptik conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

Prohibited Business

You may not use the Kryptik Wallet Services to engage in the following categories of activity ("Prohibited Use(s)"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Kryptik Wallet Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at hello@Kryptik.me. By using the Kryptik Wallet Services, you confirm that you will not use the Kryptik Wallet Services to do any of the following:

- Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- High risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

- Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
- Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.
- Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs
- Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age-restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- Restricted Financial Services: Check cashing, bail bonds and collections agencies.
- Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

Conditional Use

Express written consent and approval from Kryptik must be obtained prior to using Kryptik Wallet Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at support@rainbow.me. Kryptik may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Kryptik Wallet Services in connection with any of following businesses, activities, or practices:

- Money Services: Money transmitters, cryptocurrency transmitters; currency or cryptocurrency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Kryptik Wallet Services.

- Games of Skill: Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize.
- Charities: Acceptance of donations for nonprofit enterprise.
- Religious/Spiritual Organizations: Operation of a for-profit religious or spiritual organization.

APPENDIX B: E-SIGN DISCLOSURES AND CONSENT

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

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Kryptik Wallet(s) and your use of the Kryptik Wallet Services.

Communications include:

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

We will provide these Communications to you by posting them on the Site or Kryptik Wallet, emailing them to you at the primary email address listed in your Kryptik Wallet profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

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

- A mobile device with an Internet connection; and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@raindow.me. If you fail to provide or if you withdraw your consent to receive Communications electronically, the Company reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete email address and your contact information, and to keep such information up to date. You understand and agree that if the Company sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, the Company will be deemed to have provided the Communication to you

You may update your information by logging into your account and visiting settings or by contacting our support team at kryptikApp@gmail.com.