

TERMS OF SERVICE

ETZ Terms of Service

IMPORTANT, PLEASE READ:

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

ALL INVESTMENTS INVOLVE SUBSTANTIAL RISK OF LOSS. ALL TRADING STRATEGIES ARE USED AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR THE FINANCIAL RESOURCES YOU UTILIZE. IF THE MARKET MOVES AGAINST YOU, YOU MAY SUSTAIN A TOTAL LOSS OF THE INITIAL AMOUNT YOU ALLOCATED TO THE INVESTMENT. YOU SHOULD NOT ENGAGE IN TRADING UNLESS YOU FULLY UNDERSTAND THE NATURE OF THE TRANSACTION YOU ARE ENTERING INTO AND THE EXTENT OF YOUR EXPOSURE TO LOSS. IF YOU DO NOT FULLY UNDERSTAND THESE RISKS, YOU SHOULD SEEK INDEPENDENT ADVICE FROM YOUR FINANCIAL ADVISOR.

1. Introduction

Welcome to ETZ. These Terms of Service, along with any other documents referenced herein as applicable to your use of the products and services, features, technologies, and/or functionalities offered by ETZ Soft, Inc. (“ETZ”) on its website or in a mobile application (collectively, the “Platform”), or through any other means (collectively, the “Services”) are a contract between you and ETZ, that establishes rules that control your use of the Services.

You must be 18 years of age, in the United States, and have a U.S. bank account to use the Services. Your use of the Services remains subject to the ETZ privacy policy as updated from time to time (the “ETZ Privacy Policy”) and any other agreements between you and ETZ that apply to your use of the Services. These Terms of Service are provided to you in electronic format pursuant to the Consent to Receive Electronic Disclosures that you accepted and agreed to when you opened your Account on the Platform (“Account”).

“You” and “your” means the person who is authorized to use the Services as provided in these Terms of Service. “We,” “us,” and “our” mean ETZ, and our successors, affiliates, assignees, and third-party service providers.

If there is a conflict between these Terms of Service and any other document or statement made to you concerning the Services, these Terms of Service will govern. If there is a conflict between these Terms of Service and any other document or statement made to you concerning any other service or product, the separate terms, and conditions applicable to that service or product will govern.

AS SET FORTH BELOW, ANY CLAIM, DISPUTE, OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE “DISPUTE RESOLUTION” PROVISION CONTAINED IN THIS AGREEMENT. THIS AGREEMENT ALSO INCLUDES A WAIVER OF CLASS ACTION AND YOUR RIGHT TO A JURY TRIAL. PLEASE READ THE “DISPUTE RESOLUTION” SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY US. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU

HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

You agree to comply with all of the terms and conditions in these Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Platform. Continued use of the Services means your ongoing agreement to these Terms of Service. By continuing to use the Services, you further agree to pay fees due and outstanding associated with the Services. You are responsible for the accuracy and completeness of all information supplied to us.

These Terms of Service may be amended or changed at any time by posting the amended documents on the Platform, and any such amendment will be effective upon such posting. The current Terms of Service are available at etzsoft.com. Reasonable notice in writing or by any method permitted by law will be provided if there is an adverse change to these Terms of Service. However, if a change is made for security purposes, such change can be implemented without prior notice. When these Terms of Service are changed, the updated version supersedes all prior versions and will govern the Services. Your continued maintenance or use of the Services after the change will be deemed acceptance of any change and you will be bound by it. If you do not agree with a change, you may cease use of the Services. Your termination of these Terms of Service does not affect any of our rights or your obligations arising under these Terms of Service prior to such termination.

Your privacy is very important to us. All services offered by ETZ, including the Platform, are subject to ETZ's Privacy Policy. By using the Service, you consent to our collection and use of

personal data as outlined therein. Please carefully review ETZ's Privacy Policy for more information.

2. Access to the Service

a. Services Description: ETZ provides a set of technology solutions to allow users to a buy and self-trade cryptocurrencies in real-time through their individual retirement accounts ("IRAs").

b. Eligibility: You must be an individual of at least 18 years of age who resides in the United States or one of its territories to use the Service. Use of certain Services may have further eligibility requirements that will need to be verified prior to you using such Services or from time to time in order to continue your use of the Services. Certain features of the Services may be limited depending on the state in which you reside, the date on which you created your Account or other factors.

c. Your Registration Obligations: You are required to register on the Platform in order to access and use certain features of the Service. Your acceptance of the Consent to Receive Electronic Disclosures (E-sign Disclosure and Consent) is required to create an Account. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form. If any of this information changes, it is your obligation to provide updated information as soon as possible. You are responsible for providing ETZ with a correct and operational email address. You must notify ETZ of any change to your email or postal mailing address, or if you are unable to access Account information through our Platform. ETZ will not be liable for any adverse effects as a result of undelivered mail or email or your inability to access Account information through the Platform due to a failure to promptly notify us of a change to your

email or postal mailing address. ETZ is not responsible for any costs you incur to maintain internet access or an email account. From time to time, we may also require you to provide further information as a condition for continued use of the Services. We reserve the right to maintain your Account registration information after you close your Account for business and regulatory compliance purposes.

d. Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

e. Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and Account, if any, and are fully responsible for any and all activities that occur in connection with your password or Account. You agree to (a) immediately notify us of any unauthorized use of your password or Account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session when accessing the Service. We will not be liable for any loss or damage arising from your failure to comply with this Section.

3. Pricing, Valuation and Trading

a. Pricing Information and Portfolio Valuation: ETZ does not make a market in any digital, virtual, or crypto currency (as those terms are customarily understood in the financial services industry), such as Bitcoin, Ethereum, Ripple, Bitcoin Cash, Litecoin, and

EOS (without limitation, “Digital Currency”). Pricing data (and resulting portfolio valuation and performance data) displayed on the Site are provided by or based on information provided by one or more exchanges, may be delayed or otherwise not up to date, may be incorrect, and there is no guarantee that any amount of Digital Currency can be purchased or liquidated for the price indicated. No price is guaranteed until the transaction is settled on the exchange settling the transaction. Valuation and performance data is inclusive of liquidity provider transaction fees, where applicable, and ETZ transaction fees are displayed separately as well combined into a total cost, where applicable. ETZ will make commercially reasonable efforts to ensure that transaction history information, including associated portfolio holdings, are all accurately displayed on the Site, but ETZ does not guarantee the accuracy of such information. All pricing and other information (including portfolio valuation and performance data) on the Site is provided on an “as is” basis for your personal information only, no representations are made as to the accuracy of such information, and you agree not to rely upon such information for any purpose. ETZ (a) expressly disclaims the accuracy, adequacy, or completeness of any pricing or valuation, or performance data displayed and (b) is not liable for any errors, omissions, or other defects in, delays or interruptions in such data, or for any actions taken in reliance thereon. ETZ is not liable for any damages relating to your use of the information provided on the Site.

b. Trading: Once you have set up and funded your IRA with the Custodian, you may self-trade in accordance with the terms of Terms of Service and the Adoption Agreement. ETZ is not a broker-dealer or an exchange of any kind and its only role in any trading is as a software provider to facilitate self-trading. This means that the assets available for self-trading via the ETZ Platform will vary based on the assets that are approved for trading at any given time by such third-party vendors.

c. Storage: Digital Assets are stored by the Custodian using an institutional cryptocurrency storage wallet provider, and all precious metal purchases are executed through Kitco Metals Inc. and are physically held at the Royal Canadian Mint with ownership managed via a secure blockchain distributed ledger. Cash is held at Signet, a division of Signature Bank.

d. Refund and Cancellation: You may cancel your Account at any time if your Account value is zero US dollars (\$0.00) or after transferring out any Account balance if your Account value is greater than zero US dollars (\$0.00). To transfer an Account balance and/or to cancel your Account, notify our support team via email at support@etzsoft.com. If you never fund your Account, we will refund any fees billed to your Account. Your Account will not be billed for any fees beginning in the month following the month in which all assets were transferred from ETZ.

5. Account

a. Adding Assets to Your Account: If we have not verified the required identifying information that you have provided to us, you cannot add assets to your Account. If we have verified the required identifying information that you provide to us, you will be assigned an IRA number by the retirement account custodian applicable to your Account (the “Custodian”). The Custodian may be an affiliate or subsidiary of ETZ or may be an independent party. All investments held in an Account opened through ETZ are maintained by the Custodian, whose services are governed by separate terms and conditions. You agree that the Custodian of your investments may change from time to time, and your agreement with a Custodian may be assigned to a new Custodian so long as ETZ acts as agent for such Custodian. The ETZ Platform and related services are provided subject to your

acceptance of and continuing compliance with the Custodian's terms and conditions of service.

b. Types of Retirement Accounts: There are several types of retirement accounts, each of which is subject to various rules. We recommend you speak with your accountant and/or financial advisor regarding which type of retirement account to open. Your IRA can be funded by transferring funds or allowed assets in kind from the custodian of your existing retirement account or with cash via wire transfer. Funding an IRA with a credit card is prohibited. We recommend that you consult with your tax and financial advisors regarding allowable contribution limits for tax advantaged accounts. ETZ is not responsible for advising you of any funding limits or for any consequences of you overfunding your Account.

c. Transferring Assets out of Your Account: The balance in your Account may be transferred out of your Account by manually transferring it to a bank account linked to your Account or transferring it to a separate IRA Platform or custodian. We recommend that you consult with your tax and financial advisors regarding distributions from IRAs as you may incur penalties or tax consequences. ETZ is not responsible for advising you of any consequences related to distributing funds or assets from your Account.

d. Bank Transfer Reviews: We review account and transaction activity at various times, including when transfers are initiated. This review checks for, among other things, suspicious or illegal activity, and whether your Account activity and the activity of users with whom you've transacted comply with these Terms of Service. In connection with our review process, you may be required to provide us with additional information and/or documentation to verify your identity. We may limit your Account and your access to

money in it or that is sent to you until verification is completed. Reviews may result in: (a) delayed, blocked, or cancelled transfers; (b) money being held by us; (c) money or payments being applied to amounts you owe to us or used to offset loss incurred by us; (d) Account limitation, suspension, or termination; (e) money or payments being seized to comply with a court order, warrant or other legal process; and/or (f) money or payments you previously received being reversed (i.e., sent back to the sender or to the card or bank account that was used to fund the payment). Among other reasons, we may take these actions if you knowingly or unknowingly were a participant in a payment that was made from a stolen card, compromised bank account, or compromised Account, or if you were a participant in a transaction for goods and services.

e. Account Statements: You may have the right to receive an Account statement showing your Account activity. You may view your Account statement by logging into your Account on the Platform.

f. Transaction Limits: We reserve the right to change the deposit, withdrawal, storage, and velocity limits on your Account as we deem necessary. We may establish individual or aggregate transaction limits on the dollar amount or number of deposits or withdrawals you make during any specified time period.

g. ACH: ETZ allows you to add funds to your Account via Automated Clearing House (ACH). We offer an “instant ACH” service, which will allow you to access the funds and enter into transactions with the funds being transferred to your Account the same day they the transfer is initiated. However, if the transferred funds do not arrive in your Account, ETZ reserves the following rights: if funds have not arrived within four (4) days from the date of transfer, we will provide notice to you of the failure of your ACH

transaction and request for you to re-send the funds via ACH and may lock your Account. If funds have not arrived within four (4) days after we provided you notice, we will advise you to transfer funds to your Account via check or wire transfer. If funds do not arrive in the Account fourteen (14) days after the initial attempted ACH transfer, (1) for accounts where the entire balance consists of the failed ACH funds, ETZ will close your Account, and (2) for accounts where only part of the balance consists of the failed ACH funds, we will liquidate the assets in the Account in using a “last in, first out” methodology until all obligations to us have been settled. No distribution requests for funds deposited in your account via ACH can be made until we have verified deposit of said funds into your Account and ninety (90) days have passed since the contribution was initiated (the "Charge-Back Period"). We reserve the right to extend the Charge-Back Period to one hundred and twenty (120) days. We may limit the frequency and amount of funds you may deposit into your Account in our sole discretion at any time and from time to time.

h. Prohibited Payments: Using the Services to make the following types of payments is prohibited, and we reserve the right to monitor for payments that relate to:

- any person listed on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals or if you are a resident, national or agent of Cuba, North Korea, Sudan, Syria, or any other country to which the United States embargoes goods;
- weapons of any kind, including, but not limited to, firearms, ammunition, knives, or related accessories;

- controlled substances, including, but not limited to, narcotics, prescription drugs, steroids, or related paraphernalia or accessories;
- gambling activities, including, but not limited to, sports betting, casino games, horse racing, dog racing, lotteries, games of chance, sweepstakes, games of skill that may be classified as gambling (i.e., poker), or other activities that facilitate any of the foregoing;
- money-laundering or terrorist financing;
- any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction;
- debt settlement, refinance, or credit repair services;
- court ordered payments, structured settlements, tax payments, or tax settlements;
- the sale of money orders or cashier's checks or any money transmitter activity;
- lottery contracts, layaway systems, or annuities;
- counterfeit goods, including, but not limited to, fake or "novelty" IDs;
- purchasing goods from Tor hidden service markets or "Darknet" markets, or any other service or website that acts

as a marketplace for illegal goods (even though such marketplace might also sell legal goods); or

- any other matters which we communicate to you that are unacceptable from time to time and which, for example, may be restricted by our and your bank or payment partners.

In the event that we learn that you are making any such prohibited payments, we may suspend or terminate your Account.

6. Disclosures and Disclaimers

a. Generally: As a condition of using the Services, you are required to review the following risk disclosures and disclaimers. Your continued use of the Services is an acknowledgement of these risks and disclaimers. This is not a comprehensive list of the risks and disclaimers. ETZ recommends that you seek advice from your financial, legal and tax advisors.

b. Role of ETZ: ETZ is not a registered or licensed broker, dealer, broker-dealer, funding portal, investment advisor or investment manager in the United States or elsewhere.

c. Financial Sophistication/Risk Tolerance: The ETZ Platform is intended only for investors who fully understand and are willing to accept the risks associated with private investments and the management of Accounts. Investing in alternative investments can be very risky, and investors must be able to afford to lose their entire investment.

d. No Fiduciary, Broker, or Agency Relationship: ETZ does not contribute to the creation or the expansion of the supply of cryptocurrencies such as Bitcoin, Ethereum, Ripple, Bitcoin Cash, Litecoin, and EOS (without limitation, “Digital Currency”) available

for sale. ETZ is not an investment specialist, tax specialist, financial planner (certified or otherwise), or retirement advisor, and ETZ does not provide investment advice, tax advice, financial planning services, or retirement planning or retirement-specific advice. ETZ facilitates the purchase of Digital Currency and precious metals, nothing more, and, if applicable, charges a fee for the service it provides. There is no fiduciary relationship, broker dealer relationship, principal agent relationship or other special relationship between you and ETZ, except as expressly required by law with respect to any affiliated regulated entities such as custodians, in which case such relationship is governed by the agreements with such affiliate. All investment decisions are made by ETZ users.

e. Not an Investment Advisor: ETZ is not an investment advisor. No communication by ETZ or its employees, agents, or representatives, through the ETZ Platform, by phone or otherwise, should be construed as a recommendation of any security offering, investment, or asset. Instructional and informational content and forms at this Site are for educational and administrative purposes only and are not intended as investment advice.

f. Digital Currency Investment Risk: Digital Currencies may be highly speculative investments. Digital Currencies are a relatively new asset, and they are not backed by a sovereign government or nation. Digital Currencies, like fiat currencies in general, are not backed by a physical asset and, with exceptions, have no physical, easily transferable form. Digital Currencies currently depend entirely on the public's willingness to accept the currency as a medium of exchange, and, unlike the U.S. dollar, there is no legal requirement that any provider of goods or services accept Digital Currencies as legal tender. Further, the regulatory framework is unsettled and evolving, and technological advances

and developments in Digital Currency mining, competing alternatives, and other variables that might affect the market for such Digital Currencies are unpredictable.

g. Precious Metals Investment Risk: Precious metals may be a highly speculative investment. While such investments are backed by physical assets, they may not be easily transferrable, and the value may fluctuate quickly and widely. Precious metals are purchased on an “as is” and “as available” basis without representations, warranties, promises or guarantees of any kind by ETZ.

h. Diversification: ETZ does not offer any opinion as to which Digital Currency(ies) and/or precious metals to purchase, in what amount, and for how long an investor should hold such investment. Nor does ETZ offer any opinion as to what percentage, if any, of an investor’s portfolio should be devoted to alternative and highly speculative investments.

i. Past Performance No Guarantee of Future Returns: Historical performance is no guarantee of future results.

j. Returns Not Guaranteed: ETZ has not made, nor can it make any guarantee or representation that Digital Currency will be a profitable investment.

k. Assumption of the Risk; Decision to Purchase or Sell Is Customer’s Alone: Investors assume the risk of all purchase and sale decisions, and that all such decisions are based on their own research, prudence, and judgment. ETZ makes no guarantee or representation regarding investor’s ability to profit from any transaction or the tax implications of any transaction.

l. Holding Digital Currency in an Individual Retirement Account: ETZ recommends that investors contact their accountants,

attorneys and financial advisors regarding all investment choices and strategies. ETZ is not a legal or tax professional and does not provide legal or tax advice. ETZ makes no representation or warranty that purchasing Digital Currency for placement in IRA complies with government regulations or statutes or that current rules and statutes will not change.

m. Volatility: The success of an investment in Digital Currency is dependent in part upon extrinsic economic forces including supply, demand, international monetary conditions, inflation or the expectation of inflation, confidence (or any lack thereof) in the security or technological foundation of the Digital Currency, the emergence of additional alternative currencies, market acceptance, geopolitical events, global tax policies, monetary policies of central banks globally, and an evolving and unpredictable regulatory framework. The impact of these forces on the value of Digital Currencies, or any particular Digital Currency, cannot be predicted. Digital Currency markets can be volatile.

n. Pricing Information and Portfolio Valuation: ETZ does not make a market in any digital, virtual, or Digital Currency. Pricing data (and resulting portfolio valuation and performance data) displayed on the Site are provided by or based on information provided by one or more exchanges and data services, may be delayed or otherwise not up to date, may be incorrect, and there is no guarantee that any amount of Digital Currency can be purchased or liquidated for the price indicated. No price is guaranteed until the transaction is settled on the exchange settling the transaction. Valuation and performance data is inclusive of custodial, wallet provider, liquidity provider and ETZ transaction fees. ETZ will make commercially reasonable efforts to ensure that transaction history information, including associated portfolio holdings, are all accurately displayed on the Site, but ETZ does not guarantee the

accuracy of such information. All pricing and other information (including portfolio valuation and performance data) on the Site is provided on an “as is” basis for your personal information only, no representations are made as to the accuracy of such information, and you agree not to rely upon such information for any purpose. ETZ (a) expressly disclaims the accuracy, adequacy, or completeness of any pricing or valuation, or performance data displayed and (b) shall not be liable for any errors, omissions, or other defects in, delays or interruptions in such data, or for any actions taken in reliance thereon. ETZ shall not be liable for any damages relating to your use of the information provided on the Site.

o. Investor Diligence: Investors are responsible for conducting their own due diligence regarding investments and the parties with whom investors entrust their funds and do business. Neither ETZ nor any of its directors, officers, stockholders, employees, representatives, affiliates, agents, or advisors shall have any liability whatsoever arising from or for any error or incompleteness of fact or opinion in, or lack of care in the preparation or publication of, the materials transmitted through or posted on this Site or through the ETZ Platform. The information on this Site does not constitute an offer of, nor the solicitation of an offer to buy or subscribe for, any securities to any person in any jurisdiction to whom or in which such offer or solicitation is unlawful.

p. Airdrops: Third parties may sometimes distribute new or different Digital Currencies to Digital Currency addresses (an “airdrop”). You agree and understand that an airdrop does not create or represent a relationship between ETZ and the third party and does not subject us to any obligations whatsoever as they relate to that third party. It is in our sole discretion whether or not we will provide any services or support pertaining to an airdrop. If

we choose to provide services or support relating to an airdropped Digital Currency, we are not responsible for any errors or discrepancies between our support or services and any third-party communications regarding the airdrop, such as from the party or parties launching the airdrop.

7. Modifications to Service

We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

8. Use and Storage

You acknowledge that we may establish general practices and limits concerning use of the Service, including, without limitation, the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on our servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that we reserve the right to terminate Accounts that are inactive for an extended period of time, and that we may require any balances in those Accounts to be transferred to another provider. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

9. Mobile Services

Some of the Services are available via a mobile device, including (a) the ability to upload content to the Service via a mobile device, (b) the ability to browse the Service and the site from a mobile device and (c) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Service via a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to us and our Service providers for the duration of the business relationship, solely for identity verification and fraud avoidance.

10. Consent to Receive Communications

To provide you with the best possible service in our ongoing business relationship, we may need to contact you about your Account or the Services from time to time by text messaging, push notifications and/or email. However, we must first obtain your consent to contact you about your Account or the Services because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act, and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

Your consent is limited to your Account and the Services, and as authorized by applicable law and regulations. Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere). You certify, warrant, and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

With the above understandings, you authorize us to contact you regarding your Account and/or the Services until you terminate your Account using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. You understand that you are not required to provide consent to marketing SMS messages as a condition to accessing our Services or products. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or by contacting us at support@etzsoft.com.

You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider. You also agree to receive alerts about your Account activity, balances, payments, suspicious activities, and other matters involving your use of the Platform or the Services through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted and may

include your name and information pertaining to your Account or use of the Platform. We may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voicemail, and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. To revoke the consent provided pursuant to this subsection, you must send 10 days' prior written notice of such revocation to support@etzsoft.com.

By accepting these Terms of Service, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, Account with us, or physical or electronic address you provide or at which you may be reached. You agree we, our affiliates, agents, or service providers may contact you in any way, including by e-mail, SMS messages (including text messages) and calls using prerecorded messages or artificial voice at any phone number you have provided to us, including any mobile phone number, as well as any address in our records or in public or nonpublic databases. You understand that you are not required to provide consent to marketing SMS messages as a condition to accessing our Services or products. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or by contacting us at

info@ETZ.com You agree that we and our agents, representatives, affiliates, or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored.

We may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation. We are not required to act upon instructions you give us by voice mail or on a telephone answering machine.

11. Conditions of Use

a. Account Suspension & Closure: We may, in our sole and absolute discretion, without liability to you or any third party, refuse to let you open an Account, suspend your Account, or terminate your Account or your use of one or more of the Services. Such actions may be taken as a result of Account inactivity, failure to respond to customer support requests, failure to positively identify you, non-payment of fees, legal or regulatory reasons, or your violation of these Terms of Service. If you have a balance remaining in an Account which has been suspended or closed, you will be able to recover such funds, unless prohibited by law or a court order or where we have determined that such funds were obtained fraudulently. We have full discretion as to the means by which you will receive such funds following our decision to return such funds. We reserve the right to require you to provide further identifying information before processing such withdrawal or transfer requests and to delay or prohibit such withdrawal or transfer if we believe fraudulent or illegal activity has occurred. If you are unable to login to your Account, you will need to contact us at support@etzsoft.com to process such withdrawal. You may terminate this agreement at any time by

closing your Account and discontinuing use of the Services. Upon termination of this agreement and your Account, you remain liable for all transactions made while your Account was open.

b. User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or that we prohibit. You agree to not use the Service to:

- violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
- intentionally try to defraud (or assist in the defrauding of) ETZ or other ETZ users;
- provide false, inaccurate, or misleading information;
- take any action that interferes with, intercepts, or expropriates any system, data, or information;
- partake in any transaction involving the proceeds of illegal activity;
- transmit or upload any virus, worm, or other malicious software or program;
- attempt to gain unauthorized access to other Accounts, the Platform, or any related networks or systems;
- use the Services on behalf of any third party or otherwise act as an intermediary between ETZ and any third parties;

- collect any user information from other ETZ users, including, without limitation, email addresses;
- defame, harass, or violate the privacy or intellectual property rights of ETZ or any other ETZ users; or
- upload, display or transmit any messages, photos, videos, or other media that contain illegal goods, pornographic, violent, obscene, or copyrighted images or materials for use as an avatar, in connection with a payment or payment request, or otherwise.

c. Fees: To the extent the Service or any portion thereof is made available for any fee, you will be required to select a form of payment and provide information to us regarding your form of payment. A full list of ETZ fees for your Account can be found on our Pricing and Fees Disclosures page. You represent and warrant to us that such information is true, correct, and accurate, and that you are authorized to use the payment instrument. You will promptly update your Account information with any changes (for example, a change in your billing address) that may occur. You agree to pay to us the amount that is specified in accordance with these Terms of Service. If you dispute any charges, you must let us know within sixty (60) days after the date that we charge you. We reserve the right to change our prices and any applicable waivers at any time. If we do change our prices, we will provide notice of the change on the Platform or in an email to you, at our option, at least thirty (30) days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You are responsible for paying any tax, legal or financial advisors, all taxes associated with the Services other than U.S. taxes based on our net income and any fees charged by third parties for you to access or use the Services.

d. Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns to online conduct and acceptable content.

e. Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

f. Illegal Transactions and Internet Gambling: You must not use our Services or your Account for any illegal purpose, for internet gambling or to fund any account that is set up to facilitate internet gambling. We may deny transactions or authorizations from merchants or other sources that are apparently engaged in or are identified as engaged in the internet gambling business.

g. Resolving Unpaid Obligations or Other Obligations: We reserve the right to liquidate and/or debit assets in an account to discharge any obligations the account owner(s) may have to us, and to do so without further notice or demand. For example, if you have bought digital assets but not paid for them, we may sell them ourselves and use the proceeds to settle the purchase. Note that at any time, we may reduce your available balance to cover obligations that have occurred but not yet been debited. We reserve the right to use the provisions described in this section at

any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

12. Third Parties

a. Third-Party Account Information: To use the Services, you may direct ETZ to retrieve your transaction history, balance information, and/or other information maintained by third parties with which you have relationships, maintain accounts, or engage in financial transactions (“Third-Party Account Information”). ETZ works with one or more third-party service providers to access this Third-Party Account Information. We will use this information to provide you with the Services you request, for our own internal business purposes and to offer you other ETZ products and services that may be of interest to you. By using the Services, you authorize ETZ to access this information maintained by such third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. ETZ may, but is not required to, review the Third-Party Account Information for accuracy, legality, or non-infringement, and ETZ is not responsible for your Third-Party Account Information or products and services offered by or on third-party sites. You acknowledge that any Third-Party Account Information that is displayed through the Services will correspond to the information provided by third parties, and that this information may not reflect pending transactions or other recent activity.

b. Third Party Material: Under no circumstances will we be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You

acknowledge that we do not pre-screen content, but that ETZ and our designees will have the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, we and our designees will have the right to remove any content that violates these Terms of Service or that we deem, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

c. Third-Party Websites: The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources and are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that we will not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods, or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that we are not liable for any loss or claim that you may have against any such third party.

d. Third-Party Information: ETZ makes no representation as to the completeness or accuracy of the information provided by any third party on the ETZ Platform. ETZ does not endorse or represent the reliability or accuracy of any content or information distributed through or accessed from the ETZ Platform and has not performed any investigation into such information. By using the ETZ Platform, each Investor acknowledges and agrees that ETZ does not provide any representation, warranty, or assurance of any kind with respect to the nature, quality, validity, or legality of any information posted to the ETZ Platform or offering of

securities by any Issuer. ETZ shall have no liability for any investment decisions made based upon such information. Any reliance upon any content or information distributed through or accessed from the ETZ Platform is at the User's sole risk.

e. Third-Party Errors: ETZ is not responsible for errors made by Investors or third parties when onboarding, offboarding, or otherwise interacting with ETZ services.

f. Third-Party Distribution Channels: We may offer Software applications that may be made available through the Apple App Store, Android Marketplace, or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services. Further, you may be consenting to share certain personal information with us when you install one of our Software applications through a distribution channel.

g. Apple-Enabled Software: With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- ETZ and you acknowledge that these Terms of Service are concluded between ETZ and you only, and not with Apple Inc. ("Apple"), and that as between ETZ and Apple, ETZ, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the “Usage Rules” set forth for Apple-Enabled Software in, or otherwise be in conflict with, the applicable App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be ETZ’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- ETZ and you acknowledge that ETZ, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to

any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- In the event of any third-party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between ETZ and Apple, ETZ, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to ETZ as follows: support@etzsoft.com.
- ETZ and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

13. Intellectual Property Rights

a. Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of ETZ, and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by ETZ. The ETZ name and logos are trademarks and service marks of ETZ (collectively, the “ETZ Trademarks”). Other ETZ product, and Service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who

may or may not endorse or be affiliated with or connected to ETZ. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of ETZ Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of the ETZ Trademarks will inure to our exclusive benefit.

b. User Content: With respect to the content or other materials you upload through the Service, share with other users or recipients, or publish or distribute in any form, media, or technology including third-party websites or services related to the Service (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading, sharing, publishing, or distributing any User Content, you hereby grant and will grant to us and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Service (“Submissions”), provided by you to us, including on third-party websites or services, are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process,

applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of ETZ, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

c. Copyright Complaints: We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim in accordance with the procedure set forth below. We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to ETZ’s Copyright Agent at support@etzsoft.com (Subject line: “DMCA Takedown Request”). You may also contact us by mail at: ETZ Inc., 100 W Broadway, Suite 3000, Long Beach, CA 90802.

d. Copyright Notices: To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;

- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

e. Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the Northern District of California and a

statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, we will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

f. Repeat Infringer Policy: In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users who are deemed to be repeat infringers. We may also in our sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

14. Indemnity and Release

You agree to release, indemnify and hold ETZ, and its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to these Terms of Service and applicable law; (3) any action or omission by you in violation of these Terms of Service or applicable law; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from

you. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

15. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ETZ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ETZ MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ETZ WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ETZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL ETZ'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID ETZ IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE. IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED

UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

17. NO LEGAL, TAX, OR FINANCIAL ADVICE

ETZ DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, OR FINANCIAL ADVICE THROUGH THE PLATFORM OR THE SERVICES. ETZ IS NOT A LAWYER, TAX ADVISOR, BROKER, OR FINANCIAL PLANNER. ETZ ENCOURAGES YOU TO CONSIDER CONSULTING AN ACCOUNTANT OR OTHER FINANCIAL ADVISOR AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES BEFORE IMPLEMENTING ANY FINANCIAL STRATEGY OR MAKING OTHER FINANCIAL DECISIONS.

18. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

This Dispute Resolution provision (this “Dispute Resolution Provision”) sets forth the circumstances and procedures under which Claims (as defined below) will be arbitrated instead of litigated in court upon the election of either party. Neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the

same extent as in court; (3) participate in a class action in court or in class arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is final and binding.

As used in this Dispute Resolution Provision, the term “Claim” means any claim, dispute, or controversy between you and ETZ, or any of its agents or retailers, arising from or relating to these Terms of Service or the Services as well as any related or prior agreement that you may have had with us, including the validity, enforceability or scope of this Dispute Resolution Provision or the Terms of Service. “Claim” includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, crossclaims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law, and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced. We will not elect to use arbitration under the Dispute Resolution Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court will be pursued only in arbitration. As used in this Dispute Resolution Provision, the terms “we” and “us” will for all purposes mean ETZ, our wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and our agents, employees, directors, and representatives. In addition, “we” or “us” will include any third party using or providing any product, service or benefit in connection with the Services (including, but not limited to, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this

Dispute Resolution Provision, the terms “you” or “yours” will mean all persons or entities using the Services.

NEITHER YOU NOR WE ARE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE BENEFICIARIES ON YOUR ACCOUNT. THIS IS SO WHETHER OR NOT THE CLAIM HAS BEEN ASSIGNED. FURTHER, NEITHER YOU NOR WE HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT, SUBJECT TO THE SECTION TITLED EXCLUDED CLAIMS, OR HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA.

Any Claim will be resolved, upon the election by you or us, by arbitration pursuant to this Dispute Resolution Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims will be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you will have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii)

AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

If either party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There is no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Account holders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Any arbitration hearing that you attend will take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

This Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration will be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Dispute Resolution Provision will control if it is inconsistent with the applicable Code. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law and, at the timely request of either party, will provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator will not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the other party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be at the sole discretion of the arbitrator who will notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator will take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which will consider anew any aspect of the initial award objected to by the appealing party. The appealing party will have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal will be filed with the arbitration organization in the form of a dated writing. The

arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel, which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel will be by majority vote and will be final and binding.

This Dispute Resolution Provision will survive termination of your Account, your use of the Services, these Terms of Service and any bankruptcy by you or us. If any portion of this Dispute Resolution Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it will not invalidate the remaining portions of this Dispute Resolution Provision, these Terms of Service, or any prior agreement you may have had with us, each of which will be enforceable regardless of such invalidity.

19. Termination

You agree that ETZ, in its sole discretion, may suspend or terminate your Account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if ETZ believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. ETZ may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be affected without prior notice and acknowledge and agree that ETZ may immediately deactivate or delete your

Account and all related information and files in your Account and/or bar any further access to such files or the Service. Further, you agree that ETZ will not be liable to you or any third party for any termination of your access to the Service.

20. User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and we will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Service.

21. General

These Terms of Service constitute the entire agreement between you and ETZ and govern your use of the Service, superseding any prior agreements between you and ETZ with respect to the Service; provided, however, that you may also be subject to additional terms and conditions for products or Services provided by ETZ, as applicable. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and ETZ agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Los Angeles County, California. The failure of ETZ to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and

effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of ETZ, but ETZ may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

22. Notice for California Users

Under California Civil Code Section 1789.3, users of the service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at ETZ Inc., 100 W Broadway, Suite 3000, Long Beach, CA 90802.

23.

Questions? Concerns? Suggestions?

Please contact us at support@etzsoft.com to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.