

# Terms of Service

Last Updated: April 2, 2023

This page explains the terms by which you may use the websites and Company Content (as defined below) of **Baptisia Venture Inc.** (“**we**”, “**our**” and “**us**”), including without limitation <https://app.thatssacred.place/> (collectively, the “**Sites**”) and our Services (as defined below). By accessing or using the Sites or the Services, you signify on your behalf and any person or entity that you represent that you have read, understood, and agree to be bound by these Terms of Service (the “**Agreement**”), whether or not you are a registered user of our Sites or the Services. We reserve the right to make unilateral modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Sites or the Services (“**you**” and “**your**”).

If you are a business, company, association, project group, institution or other legal entity, you may permit Authorized Users to access and use the Services, provided: (a) they have agreed to the terms of, and shall remain in compliance with, this Agreement; and (b) you shall be liable for any acts or omissions of your Authorized Users. “**Authorized User(s)**” mean the following users that you authorize to access or use the Services on your behalf: (i) your employees, agents, or independent contractors; and (ii) other users expressly authorized to use and access the Services by us.

Please read this Agreement carefully to ensure that you understand each provision.

**NONE OF THE SITES OR THE SERVICES ARE OFFERED TO PERSONS OR ENTITIES WHO ARE RESTRICTED PERSONS (AS DEFINED BELOW).**

## 1. Our Sites and Services.

As part of the Sites, we provide access to, among other services, the **Sacred Lógos** (the “**Application**”). This Agreement governs your use of our Sites, the Application, and all related tools, applications, data, software and other services provided by us (collectively, the “**Services**”).

## 2. Use of Our Sites and Services.

### (a) Eligibility

This is a contract between you and us. You must read and agree to the terms of this Agreement before using the Sites and the Services. If you do not agree, you may not use the Sites and the Services. You may use the Sites and the Services only if you can form a binding contract with us, and only in compliance with this Agreement and all applicable: (i) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international; (ii) judicial,

arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any: (A) multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (B) self-regulatory organization or stock exchange; (C) entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and (D) corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing ("**Governmental Authority**"); and (iii) policies, practices and guidelines of, or contracts with, any Governmental Authority, which, although not actually having the force of law, are considered by such Governmental Authority as requiring compliance as if having the force of law, as the same may be amended from time to time and any successor thereto and in each case binding on or affecting the person or entity, or the assets of the person or entity, referred to in the context in which such word is used; (collectively, "**Applicable Laws**"). If you are under the age of majority in your jurisdiction of residence, you may use the Sites or the Services only with the consent of or under the supervision of your parent or legal guardian. The Sites and the Services are not available to any person previously removed from the Sites or the Services by us.

By entering or using this Sites or the Services you represent that you:

- (1) have the right, authority and capacity to enter into this Agreement on behalf of yourself and the person or entity that you represent (if applicable);
- (2) are not prohibited from entering or using this Sites or the Services or transacting with the Application under any Applicable Laws;
- (3) understand the risks associated with using our Sites and the Services, including using the Application; and
- (4) understand that you will be dealing with third parties and we have not verified and will not be in a position to verify any transaction you make using the Application.

**(b) Wallets; User Responsibilities**

In order to use certain features of the Sites and Services, you may be required to connect to your digital asset wallet. You acknowledge that we are not responsible for transferring, safeguarding, or maintaining your private keys or any assets associated therewith. If you lose, mishandle or have stolen your digital asset wallet private keys, you acknowledge that you may not be able to recover associated assets and that we are not responsible for such loss. You agree

that you will not use the Services to transact with any digital currency that may be considered a security under Applicable Laws. You acknowledge that we are not responsible for, and you agree to indemnify us for, any loss or damage arising from your failure to comply with the requirements hereunder.

**(c) Access and Use of the Sites and Services**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable and freely revocable right to use the Sites and the Services. You agree to ensure that Authorized Users comply with the terms of this Agreement and all applicable fees for the Services are paid to us in relation to the use of the Services by all Authorized Users. We reserve all rights not expressly granted herein in the Sites, the Services and the Company Content (as defined below). We may terminate this right of use, in whole or in part, at any time for any reason or no reason.

The rights granted to you in this Agreement are subject to the following restrictions: (i) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Sites or the Services, whether in whole or in part, or any content displayed on the Sites or the Services; (ii) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Sites or the Services; (iii) you shall not access the Sites or the Services in order to build a similar or competitive websites, product, or service; (iv) except as expressly stated herein, no part of the Sites or the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (v) you shall not use the Sites or the Services other than as permitted hereunder.

Unless otherwise indicated, any future release, update, or other addition to the functionality of the Sites and Services shall be subject to this Agreement. All copyright and other proprietary notices on the Sites (or on any content displayed on the Sites) must be retained on all copies thereof.

You acknowledge and agree that we have no obligation to provide you with any support or maintenance in connection with the Sites and the Services.

**(d) Acceptable Use**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Sites or the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots”, “spiders” and “offline readers” to access the Sites or the Services in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that we grant the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Sites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email or

messages through the Sites or the Services; (iv) attempting to interfere with, compromise the system integrity or security of or decipher any transmissions to or from the servers running the Sites or the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Sites or the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Sites or the Services; (viii) using the Sites or the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Sites or the Services; (xi) accessing any content on the Sites or the Services through any technology or means other than those provided or authorized by the Sites or the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Sites or the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Sites or the content therein; (xiii) using the Sites or the Services for any purpose prohibited or regulated by Applicable Laws; (xiv) using the Sites or the Services to collect, upload, transmit, display, or distribute any content: (A) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (B) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; or (C) that is harmful to minors in any way; or (xv) using the Sites for any purposes other than using our Services.

We may, without prior notice, change the Sites or the Services; stop providing the Sites or the Services or features of the Sites or the Services to you or to users generally; or create usage limits for the Sites or the Services. We may permanently or temporarily terminate or suspend your access to the Sites or the Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Sites or the Services or any part thereof.

You are solely responsible for your interactions with other users of the Sites and the Services. We reserve the right, but have no obligation, to monitor disputes between you and other users. We shall have no liability for your interactions with other users, or for any user's action or inaction.

#### **(e) Restrictions on Use**

You access or use the Sites or the Services at their own volition and are entirely responsible for compliance with all Applicable Laws, including but not limited to export and import regulations. **You may not use the Sites or the Services if you are a person or entity resident in, a citizen of, located in, incorporated, formed or organized in or have a registered office in (i) a country**

embargoed by the government of the United States, Canada, the United Kingdom or the European Union or are a foreign person or entity blocked or denied by the United States, Canadian, the United Kingdom or any European Union government or (ii) a country which has been sanctioned by the United Nations (any such person or entity being a “Restricted Person”).

### 3. Our Proprietary Rights.

The Sites and the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music and all intellectual property rights related thereto (the “**Company Content**”) but excluding all material, content or information posted or upload by you or other users to the Sites or the Services (“**User Content**”), are the exclusive property of us and our licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Company Content or intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by this Agreement is strictly prohibited. Company Content is made available solely for your personal, non-commercial use and may not be copied, reproduced, published, republished, modified, mirrored, uploaded, posted, transmitted, displayed, encoded, translated or distributed in any form or in way, including by e-mail or other electronic means, or stored in any retrieval system of any nature in any way, without the express prior written consent of us or such third party that may own such Company Content in each instance. You agree to abide by all copyright and other proprietary notices, information and restrictions contained in the Company Content and any other material accessed through the Sites.

You may choose to, or we may invite you to submit comments, feedback, or ideas about the Sites and the Services, including without limitation about how to improve the Sites or our Services (“**Feedback**”). By submitting any Feedback, you agree that (a) your disclosure is non-confidential, gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, (b) you grant to us a perpetual, worldwide, royalty-free, irrevocable, transferable, sublicensable, non-exclusive and fully paid-up right to copy, use, reproduce, modify, adapt, publish, create derivative works from, translate, transmit, display, distribute, market, promote, sell or offer for sale, rent or lease such information or materials or any portions thereof (including any ideas for new products or Services or modifications to existing products or Services) and/or products or Services which practice or embody, or are configured for use in practicing, such information or materials or any portion thereof, in any form or medium known or later developed, in furtherance of the terms of the Agreement and the actions and transactions contemplated hereby, including the right to bring an action for infringement of these rights, (c) we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone and (d) you will have no claim against for any actual or alleged infringement of any

proprietary rights, rights of privacy or publicity, moral rights or rights of attribution in connection with our use of any Feedback you provide. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related comments, feedback and ideas previously known to us, or developed by our employees, or obtained from sources other than you.

#### **4. No Professional Advice**

All information on the Sites and the Services is for informational purposes only and should not be construed as professional advice. You should contact your own legal, financial, tax or other professional advisors. Neither the Sites, the Services nor we provide any legal, financial, taxation or any other professional advice. No action should be taken based upon any information contained in the Sites or the Services. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

#### **5. Privacy**

We care about the privacy of our users. You understand that by using the Sites you consent to the collection, use and disclosure of personally identifiable information and aggregate data, and to have your personally identifiable information collected, used, transferred to and processed in accordance with our Privacy Policy, a copy of which can be found here: **[insert URL to privacy policy]**. Our Privacy Policy is hereby incorporated into and forms part of this Agreement.

#### **6. Cautionary Note on Forward-looking Statements.**

All statements contained in the Company Content, the Services, the Sites, statements made in press releases or in any place accessible by the public and oral statements that may be made Company Parties may constitute forward-looking statements (including statements regarding the intent, belief or current expectations with respect to market conditions, business strategy and plans, financial condition, specific provisions and risk management practices). You are cautioned not to place undue reliance on these forward-looking statements given that these statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results to be materially different from that described by such forward-looking statements, and no independent third party has reviewed the reasonableness of any such statements or assumptions. These forward-looking statements are applicable only as of the date indicated therein and the Company Parties disclaim any responsibility (whether express or implied) to release any revisions to these forward-looking statements to reflect events after such date.

#### **7. Cryptographic Systems**

You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptographic systems and the Services, which could result in the theft or loss of your

assets. To the extent possible, we intend to update or propose updates to the code underlying the Services to account for any advances in cryptography and to incorporate additional security measures but does not guarantee or otherwise represent full security of the system. By using the Services, you acknowledge these inherent risks.

## **8. Security**

We are an early stage platform. You acknowledge that applications are code that are subject to flaws and acknowledge that you are solely responsible for evaluating any available code provided by the Services. You further expressly acknowledge and represent that applications can be written maliciously or negligently, and that we cannot be held liable for your interaction with such applications. These warnings and others later provided by us in no way evidence or represent an ongoing duty to alert you to all the potential risks of utilizing the Sites and Services.

We use commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **9. Third-Party Links and Information**

The Sites or the Services may contain links to third-party materials that are not owned or controlled by us. we do not endorse or assume any responsibility for any such third-party websites, information, materials, products, or services. If you access a third-party website or service from the Sites or the Services on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and our Privacy Policy do not apply to your use of such websites. You expressly relieve us from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Sites or the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## **10. Indemnity**

You agree to defend, indemnify and hold harmless us and our suppliers, partners, licensors, dealers, representatives, associates or affiliates, and each of their respective employees, contractors, agents, representatives, shareholders, officers and directors (collectively, the “**Company Parties**”), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to lawyer’s fees and disbursements) arising from: (a) your use of and access to the Sites, Company Content and the Services, including any act or omission by you or users of your account or any data or content

transmitted or received by you; (b) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any Applicable Laws; (e) any User Content that you submit to the Sites or the Services including without limitation misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party's access and use of the Sites, Company Content or the Services with your unique username, password or other appropriate security code. You will co-operate as fully as reasonably required in the defense of any claim.

## **11. No Warranty**

The Sites and the Services are provided on an "as is" and "as available" basis. Use of the Sites, Company Content and the Services is at your own risk. To the maximum extent permitted by applicable law, the Sites, Company Content and the Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from a Company Party or through the Sites or the Services will create any warranty not expressly stated herein. Without limiting the foregoing, the Company Parties do not warrant that the Company Content is accurate, reliable or correct; that the Sites, Company Content and the Services will meet your requirements; that the Sites, Company Content and the Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Sites, Company Content and the Services are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Sites or the Services is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Sites, Company Content or the Services.

We do not warrant, endorse, guarantee, or assume responsibility for any product or websites advertised or offered by a third party through the Sites or the Services or any hyperlinked websites, and we will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

## **12. Disclaimers**

None of the Company Parties will have any responsibilities or liability with respect to the following: (a) the Services could be impacted by one or more regulatory inquiries or actions, which could prevent or limit our ability to continue to develop or provide the Services, or for you and your users to use the Services, (b) we have no obligation to update the Services or its underlying platforms and networks to address, mitigate, or remediate any security or other vulnerabilities in the Services, or such platforms or networks and (c) portions of the Services or any other underlying networks and platforms may rest on open-source software, and there is a risk that weaknesses or bugs that may be introduced in the infrastructural elements of the



Services or any other underlying networks and platforms, which may result in security vulnerabilities, data loss, damage, destructions, disclosure, or other compromises.

### **13. Assumption of Risk; Limitation of Liability**

You acknowledge that the Sites and the Services, and your use of the Sites and the Services contain certain risks, including without limitation the following risks: **That any Services you interact with are entirely your own responsibility and liability, and we are not a party to the Application; at any time, your access to your digital assets may be suspended or terminated or there may be a delay in your access or use of your digital assets which may result in the digital assets diminishing in value; and the Services may be suspended or terminated for any or no reason, which may limit your access to your digital assets.** Accordingly, you expressly agree that you assume all risk in connection with your access and use of the Sites and Services.

You also agree that to the maximum extent permitted by Applicable Laws, in no event shall any Company Party be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Sites, Company Content or the Services. Under no circumstances will any Company Party be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Sites, the Services or the Company Content and other information contained therein. To the maximum extent permitted by Applicable Laws, we assume no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Sites, Company Content or the Services; (c) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (d) any interruption or cessation of transmission to or from the Sites or the Services; (e) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Sites, Company Content or the Services by any third party; (f) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Sites or the Services; and/or (g) User Content or the defamatory, offensive, or illegal conduct of any third party. You agree that if, notwithstanding the other provisions of this Agreement, a Company Party is found to be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs, such Company Party's liability shall in no event exceed the amount you paid to us hereunder during the 6-month period prior to the date on which such claim arose, if any.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by Applicable Laws.

#### **14. Limitations as Allowed by Law**

Some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by Applicable Laws.

#### **15. Non-Waiver**

Our failure or delay in insisting upon or enforcing strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or rights. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless expressly made in writing by us.

#### **16. Severability**

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these terms and conditions shall otherwise remain in full force and effect.

#### **17. Governing Law and Jurisdiction**

This Agreement shall be governed by, and construed in accordance with, the laws of **the Province of Ontario**. You agree to submit to the exclusive jurisdiction of the courts of **Ontario** or any other judicial district or jurisdiction as we may determine in any and all actions, disputes or controversies relating hereto. You further agree as follows: (a) any claim brought to enforce these terms and conditions must be commenced within 2 years of the cause of action accruing; (b) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and legal fees; and (c) any claim must be brought individually and not consolidated as part of a group or class action complaint.

#### **18. Amendments**

We reserve the right, in our sole discretion, to modify the terms of this Agreement from time to time. If we make changes, we will provide you with notice of such changes, such as by providing notice through the Sites, the Services or updating the "Last Updated" date at the top of this Agreement. Unless we state otherwise in our notice, all such modifications are effective immediately, and your continued use of the Sites and the Services after we provide that notice will confirm your acceptance of the changes. If you do not agree to the amended terms of this Agreement, then your only recourse is to terminate this Agreement by providing written notice to us and must stop using the Sites and the Services.

## **19. Language**

This Agreement, including all other documents incorporated by reference herein, are binding and constitute the entire agreement between us and you with respect to your use of the Sites and the Services. The parties agree that the English language will be the language of the Agreement and all documents in connection thereto, and each party waives any right (whether statutory or otherwise) to use and rely upon any other language, or translations. *Il est de la volonté expresse des parties que tous les documents qui s'y rattachent soient rédigés en langue anglaise.*