WeTrust Identity Terms and Conditions

Version 1.0

WeTrust Identity (the "Platform") is a blockchain-based, decentralized platform that allows Users to link their social media accounts to an ethereum address that they control. If you are someone who links an account to your address, you are agreeing to the terms and conditions outlined below.

As part of providing a Platform that you and other Users can use, we have to provide Terms of Use ("Terms") that contain details on how you can use the Platform, what you can and cannot do, and other important information.

These Terms are between you and Finclusion Labs, Inc. ("we," "our" and "us") concerning your use of our website, mobile applications, blockchain and other applications, integrations and features – all of which make up the Platform. Collectively, the Platform, including any new features and applications, its integrations with our other products (Trusted Lending Circles, Spring, Trustcoin Staking Hub, CryptoUnlocked, and any other products of Finclusion Labs) are referred to as the "Services".

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. When we do this, we will post the revised Terms of Service on this page and will indicate the date of such revision.

Please read these Terms. Your use of the Platform represents your agreement to these Terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WETRUST SITE OR THE SERVICES.

THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS IMPORTANT DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY. Please see Section 21 for the arbitration provisions. Please read the entire Terms, but please read all capitalized provisions carefully as they contain important disclaimers of warranties and limitations on liability.

1. Acceptance of Terms. The Platform is made available by us in accordance with these Terms. We reserve the right to make changes to these Terms in our sole discretion. We may provide the changes to you by any reasonable means, including by posting the updated Terms on our website or notifying you of the changes. You can determine when these Terms were last changed by referring to the "Last Updated" legend at the top of these Terms. Your access to or use of the Platform after such posting or other notice of changes represents your agreement to

the changes. Any change to these Terms will not apply to any dispute between you and us that arose prior to the date of such posting or notice.

Some of the features of the Platform may be subject to additional terms and conditions, which are posted or made available separately from these Terms ("Additional Terms"). Your use of the Platform may also be subject to additional policies, guidelines or rules we also post or make available. Such Additional Terms policies, guidelines and rules are incorporated and form a part of these Terms. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control unless stated otherwise.

We reserve the right at any time to modify, suspend or discontinue all or any part of the Platform, with or without notice. Neither we nor any of our affiliates will be liable to you or any third party for any modification, suspension or discontinuance of the Platform.

You may not use the Platform and you may not accept these Terms if you are not of legal age to form a binding contract with us, which is 18 years of age in most states.

2. Service Description. The Services are offered as a platform to allow a User to post personally identifiable information and link them to an Ethereum blockchain address. A score will be generated for this address based on an algorithm that looks at the accounts successfully are linked.

A profile page is generated for each ethereum blockchain address which has accounts linked to it. At the moment, linked accounts are kept private, and only a generated score is displayed. However, this may change in the future.

2. Information Submitted in the Platform. Information submitted in connection with the Platform. Your submission of information through the Platform is governed by our Privacy Policy, which is located here <u>Link</u>. We may provide any information you provide or is made available to us to any Creator or Recipient. You are responsible for any information you provide us, including that it is and will remain true, accurate, and complete.

As a user, you agree to have the highest standard of effort, honest communication, and accurate information. You agree not to use the Services in a deceitful or exploitative way. WeTrust reserves all rights to remove profiles that WeTrust deems to have inaccurate or misleading information.

3. Accuracy of Information Provided in the Platform. All information and content provided by Finclusion Labs related to the Services is for informational purposes only, and Finclusion Labs does not guarantee the accuracy, completeness, timeliness, or reliability of any such information or content. No content is intended to provide financial, legal, tax or other professional advice. Before making any decisions regarding any Campaigns, Organizations, Donations, Donors or any information or content related to the Services, you should consult your financial, legal, tax or

other professional advisor as appropriate. You acknowledge that all information and content accessed by you using the Services is at your own risk. Fundraising campaigns that users can contribute towards are linked to Realitio markets (Augur markets for those campaigns created prior to June 12 2019). Finclusion Labs has no control over these Realitio markets (Augur markets for those campaigns created prior to June 12 2019) and their resolution..

4. Linked Wallet Required. You must connect your MetaMask Wallet in order to use the Platform. WeTrust is not a provider of wallets and you must obtain a wallet from a third party. WeTrust cannot guarantee the functionality, uptime, safety, or security of your Wallet. You must comply with the terms and conditions of your third-party Wallet provider. Non-compliance with your Wallet's terms and conditions is a violation of this Agreement. Wallet Transactions. You authorize WeTrust to follow instructions you provide in order to facilitate transactions between your Wallet and the Platform, either directly by WeTrust or indirectly via a third party service provider. You also authorize WeTrust to request, initiate, and facilitate the transfer of any other amounts between your Wallet and the Platform, if any. You understand and agree that you may be able to reclaim] less than the total amount you have contributed to a given campaign after conclusion of the campaign.

You are responsible for safeguarding your Wallet login credentials and private keys. Any third party that gains access to your login credentials or private keys to any third party wallet application you are using (e.g., Metamask.io) may be able to misappropriate Ether or other virtual currency held in your Wallet or sent to the campaign Smart Contract by you. YOU MUST NOTIFY US IMMEDIATELY IF THE LOGIN CREDENTIALS TO YOUR ACCOUNT OR YOUR WALLET ARE COMPROMISED OR IF YOU SUSPECT THERE IS ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR YOUR WALLET. You must also immediately notify the provider of your Wallet if your login credentials or private keys are compromised, or if there is any unauthorized access to your Wallet. If we learn of or suspect unauthorized use of your Account, we may restrict the use of your Account to the extent we reasonably deem necessary to protect the Platform but we are not required to do so. WeTrust does not guarantee the security of your Wallet and is unable to not control or protect the security of your Wallet. YOU UNDERSTAND AND AGREE THAT WETRUST IS NOT RESPONSIBLE FOR ANY LOSSES RESULTING FROM UNAUTHORIZED ACCESS TO YOUR WALLET, YOUR ACCOUNT, THE SMART CONTRACT, OR THE ACCOUNT OR WALLET OF A FRIEND.

5. Taxes and Volatility of Cryptocurrency. It is your responsibility to determine what, if any, taxes apply to the Donations you receive through your use of the Services. If you are a fundraiser Recipient, you may be subject to taxes in your local jurisdiction. It is solely your responsibility to assess, collect, report or remit the correct tax, if any, to the appropriate tax authority.

You understand that Ethereum and other blockchain technologies and associated currencies or tokens, are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and represent that Finclusion Labs or any related entity or person cannot be held liable for such fluctuations or increased costs.

- **6. Mobile device application.** You are responsible for any requirements of our mobile applications, including any updates and fees. You are also responsible for compliance with the terms of your agreement with your mobile device and telecommunications providers. We may provide you with alerts related to your account. You authorize us to send alerts by text message to your mobile phone at the number you have provided us. Any change to your mobile phone number will change our ability to provide you with alerts. You should notify us immediately of any change to your mobile phone number. Certain alert delays are outside our control. You may disable alerts. We are not responsible for the products and services provided by your mobile device or telecommunications provider.
- 7. Public content, profiles, display of donations, discussions. We may provide you with the ability to post certain information and materials on your profile page (your "Profile"). We may also make available features (for example, message boards, forums, blogs, chat functionality, messaging functionality and comment functionality) to which you are able to post information and materials (each, a "Forum"). Due to the nature of the blockchain, anyone can view transactions that take place on the Platform. Information contained in the Profiles and Forums may be provided by our employees as well as users of the Platform and third parties. Please note that users of the Platform and third parties may post messages or make statements in the Profiles and Forums that are inaccurate, misleading or deceptive. We and our shareholders, owners, directors, managers, officers, employees, agents, representatives and affiliates (collectively, the "Released Parties") do not endorse and are not responsible for any opinion, advice, information or statements made in the Profiles and Forums. The Released Parties are not responsible for any information or materials made available through the Profiles and Forums. The Released Parties are not liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Profiles and Forums reflect only the opinions of the persons who submitted such opinions and do not reflect our opinions. In addition, the Released Parties have no control over, and will have no liability for, any damages resulting from the use or misuse by any person of information in a Profile or Forum or any other part of the Donation Platform.

IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION AVAILABLE IN A PROFILE OR A FORUM OR OTHERWISE THROUGH THE

SERVICES, YOU DO SO AT YOUR OWN RISK. PERSONALLY IDENTIFIABLE INFORMATION MAY BE LINKED TO YOUR ETHEREUM ADDRESS.

We therefore urge you to think carefully about including any specific information that you submit through the Services and on the Platform. Please see our <u>Privacy Policy</u> for information on the ways we may collect, use and store certain information about you and your use of the services.

- **8. Monitoring.** We reserve the right, but have no obligation, to do any of the following: (a) monitor Submissions; (b) alter, remove, or refuse to post any Submission; and/or (c) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to make available the Platform; to protect us and the Released Parties and the Platform's users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other reason or purpose.
- **9. Our Proprietary Rights.** The information and materials made available through or related to the Donation Platform are and will remain our property or the property of our licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. You may view one copy of any content to which we provide you access on any single computer or mobile device for your personal, non-commercial home use, provided that you keep intact all copyright and other proprietary notices. You agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based on any part of the Platform. Our trade names, trademarks and service marks include WeTrust, Crypto Unlocked and any associated logos. All trademarks and service marks displayed in connection with the Platform not owned by us are the property of their respective owners. No license or right is granted to use any of our trade names, trademarks or service marks.
- 10. Links. The Platform may provide links to other websites and online resources. Because we have no control over such sites and resources, the Released Parties are not responsible for the availability of such sites or resources and neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other web sites may provide links to the Donation Platform with or without our authorization. The Released Parties do not endorse such sites and are not and will not be responsible or liable for any links from such sites to the Donation Platform, any content, advertising, products or other materials available on or through such sites, or any loss or damages incurred in connection with such sites. We have the right to block links to the Donation Platform through technological or other means without prior notice.
- **11. Disclaimer of Warranties**. THE PLATFORM IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES, OTHER THAN THOSE EXPRESSLY PROVIDED IN THESE TERMS. YOU AGREE THAT YOU MUST EVALUATE ORGANIZATIONS ON YOUR OWN, AND THAT YOU

BEAR ALL RISKS ASSOCIATED WITH ANY FINAL DECISIONS YOU MAKE IN USING THE PLATFORM TO GIVE TO ORGANIZATIONS, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION AND MATERIALS AVAILABLE THROUGH OR ON THE PLATFORM. THE RELEASED PARTIES DISCLAIM ALL WARRANTIES WITH RESPECT TO (A) THE PLATFORM, EXCEPT THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS, AND (B) ANY PRODUCT OR SERVICE (INCLUDING THIRD PARTY PRODUCTS AND SERVICES) YOU OBTAIN ON OR THROUGH THE PLATFORM, ALL TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, NONINFRINGEMENT, TITLE, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

NO ORGANIZATION OPTION PRESENTED OR INFORMATION OBTAINED BY YOU FROM THE PLATFORM WILL CREATE ANY WARRANTY REGARDING US OR THE PLATFORM THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU MAKE ALL FINAL DECISIONS RELATING TO YOUR DONATIONS AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY LOSS, DAMAGE AND LIABILITY THAT MAY RESULT FROM YOUR DECISIONS.

YOU ACKNOWLEDGE THAT WE ARE NOT SOLICITING FOR ANY ORGANIZATION, OR PLANNING, MANAGING, CONSULTING OR PREPARING SOLICITATION MATERIALS FOR ANY ORGANIZATION.

NOTHING IN THIS SECTION AFFECTS WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

12. LIMITATION OF LIABILITY. THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE PLATFORM, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. THE RELEASED PARTIES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM OR FROM ANY CONTENT POSTED IN CONNECTION WITH THE PLATFORM BY US OR ANY THIRD PARTY. THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF ANY INFORMATION RELATING TO YOU HELD, MAINTAINED OR UNDER THE CONTROL OF ANY THIRD PARTY, INCLUDING ANY SECURITY BREACH RELATING TO INFORMATION ABOUT YOU EXPERIENCED BY A THIRD PARTY. WE ARE NOT RESPONSIBLE FOR ANY OF YOUR VIRTUAL CURRENCY THAT IS LOST, STOLEN, SENT TO SOMEONE OTHER THAN THE ORGANIZATION OF YOUR CHOICE, OR IS NOT RECEIVED BY THE

ORGANIZATION OF YOUR CHOICE. WE ARE NOT RESPONSIBLE FOR THE SMART CONTRACT, INCLUDING ITS OPERATION AND ANY MALFUNCTION. WE ARE NOT RESPONSIBLE FOR ANY LOSSES YOU MAY EXPERIENCE RELATED TO THE SMART CONTRACT. WE ARE NOT RESPONSIBLE FOR ANY CHANGES IN VALUE OF THE VIRTUAL CURRENCY YOU CHOOSE TO DONATE. WE ARE UNABLE TO REVERSE, CANCEL OR REFUND A TRANSACTION YOU INITIATE OR COMPLETE WITH AN ORGANIZATION. WE ARE NOT RESPONSIBLE FOR ANY TRANSACTION YOU INITIATE RELATED TO THE PLATFORM. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE PLATFORM IS TO STOP USING THE PLATFORM. OUR MAXIMUM LIABILITY FOR ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, PENALTIES, FINES, COSTS, EXPENSES, CAUSES OF ACTION AND SETTLEMENTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THE PLATFORM OR \$5, WHICHEVER IS GREATER.

While we try to maintain the integrity and security of the Platform, we do not guarantee that the Platform will be or remain secure, complete or correct, or that access to the Platform will be uninterrupted. Third parties may make unauthorized alterations to or intrusions into the Platform and we are not responsible for these alterations or intrusions.

Rules of Conduct. While using the Platform, you will comply with applicable law. In addition, you will not:

- a. Post, transmit, or otherwise make available, through or in connection with the Platform:
 - i. Anything that is or may be (A) threatening, harassing, degrading, hateful or intimidating; (B) defamatory; (C) fraudulent or tortious; (D) obscene, indecent, pornographic or otherwise objectionable; or (E) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.
 - ii. Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."
 - iii. Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
 - iv. Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
 - v. Any material, non-public information about any person without the proper authorization to do so.

- b. Use the Platform for any fraudulent or unlawful purpose:
- c. Use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Platform.
- d. Impersonate any person, including any representative of us; falsely state or otherwise misrepresent your affiliation with any person in connection with the Platform; or express or imply that we endorse any statement or posting you make.
- e. Interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available; or violate any requirements, procedures, policies or regulations of such networks.
- f. Restrict or inhibit any other person from using the Platform (including by hacking or defacing any portion of the Platform).
- g. Use the Platform to advertise or offer to sell or buy any goods or services.
- h. Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Donation Platform.
- i. Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Donation Platform.
- j. Remove any copyright, trademark or other proprietary rights notice from the Platform or materials relating to the Platform.
- k. Frame or mirror any part of the Platform.
- I. Create a database by downloading and storing any Platform content.
- m. Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Platform content or reproduce or circumvent the navigational structure or presentation of the Platform.

You also agree that you are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment and services needed to access and use the Platform, and paying all related charges.

- **13. Indemnity.** You agree to defend, indemnify and hold harmless the Released Parties from and against all claims, losses, damages, liabilities, penalties, fines, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Platform; or (b) any violation of these Terms by you.
- **14. Termination by Us.** These Terms are effective until terminated. We, in our sole discretion, may limit or terminate your access to or use of the Platform, at any time and for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon termination, your right to use the Platform will immediately cease. Any limitation or termination of your access to or use of the Platform may be effected without prior notice, and we may immediately deactivate or delete your password and username, and all

related information and files associated with it, and/or bar any further access to such information or files. The Released Parties will not be liable to you or any third party for any termination of your access to the Platform or to any such information or files, and will not be required to make such information or files available to you after termination.

- 15. Terminating Your Account. You may register your e-mail with us in order to receive updates on any campaigns you have contributed towards via our mailinglist. For instructions on how to terminate your account and mailing list subscription contact us at support@wetrust.io. Following termination, we will retain (a) your name and email address, your profile and other identifiers (for example, registration dates, IP address), and (b) your profile information and any other information about you or provided by you. We may anonymize and aggregate your information with other anonymized data to help us provide, optimize, improve, promote or market our products and services, create new products and services, or conduct or further our business. We may use your information in any way unless prohibited by law.
- 16. Governing Law and Disputes; Binding Arbitration. These Terms are governed by and will be construed in accordance with the laws of California without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND WE AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (currently available at

https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=ADRSTAGE2021424), as amended by these Terms. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or us that an in-person hearing is appropriate. Any in-person appearances will be held in Fremont, California. If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive. The arbitrator's decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

Nothing in these Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

- 17. Jurisdictional Issues. The Platform are hosted by us from the United States, and are not intended to subject us to the laws or jurisdiction of any jurisdiction other than the United States. We do not represent or warrant that the Platform are appropriate or available for use in any particular jurisdiction other than the United States. Those who choose to access the Platform do so on their own initiative and at their own risk, and are responsible for complying with all foreign, federal, state, local and other laws. We may limit the availability of any Service to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.
- **18. Information or Complaints.** If you have a question or complaint regarding the Donation Platform, please contact us at support@wetrust.io. You may also contact us by writing to 39120 Argonaut Way #560 Fremont, CA 94538.
- **19. Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available provided in connection with the Donation Platform infringe your copyright, you (or your agent) may send us a notice requesting that we remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, DMCA permits you to send us a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by DMCA. See http://www.copyright.gov/ for details. Notices and counter-notices should be mailed to 39120 Argonaut Way #560 Fremont, CA 94538 or emailed to support@wetrust.io. We suggest that you consult your legal advisor before filing a notice or counter-notice.

20. Further Agreements. By using the Service, you agree to:

- Compliance with Laws. Comply with all laws, statutes, regulations, rules, court orders, regulatory directives and guidance ("Applicable Law"). WeTrust assumes no responsibility for your compliance with Applicable Law.
- Use of the Service. Use the Service and the Platform only as intended by this Agreement.
- Taxes. Be responsible for determining your tax requirements in consultation with your tax advisor. WeTrust does not offer tax-related advice and does not collect or remit taxes to any tax authority.

21. Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE, INCLUDING ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST

OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THE SERVICE AND YOUR WALLETS YOU LINK TO YOUR WALLET, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, FAILURE OF THIRD PARTY WALLET PROVIDERS, BLOCKCHAIN FAILURE OF ANY KIND, AND USER FAILURE. WETRUST IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, MONEY, ETHER, VIRTUAL CURRENCY, TOKEN, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES.

IF YOU ARE A USER FROM NEW JERSEY, THIS SECTION INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PART OF THIS SECTION IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION DOES NOT AFFECT THE VALIDITY OF THE REMAINING PART OF THIS SECTION.

- **22. Amendments.** We may modify this Agreement at any time by posting a revised version on the Platform or, only if you have provided us with your email address, by email. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email. It is your responsibility to check the Platform regularly for modifications to this Agreement. Your continued use of the Platform or Service after the date of any such changes become effective constitutes your acceptance of the new terms. If you reject the changes, you must notify us and discontinue your use of the Platform and Service prior to the effective date of the changes.
- 23. Miscellaneous. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default of these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title of these Terms is inserted only as a matter of convenience, and in no way defines or explains any section or provision. These Terms, together with any Additional Terms and all policies, guidelines and rules incorporated by reference, represent the entire agreement between you and us relating to the subject matter of these Terms and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

Notices to you may be made via posting to the Platform, by e-mail, or by regular mail, in our discretion. It is your responsibility to promptly update us with your complete, accurate contact information, or changes to your information, including email address. You agree that a printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failures to fulfill any obligations due to causes beyond our control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.