Trusted Oracle Terms and Conditions

Version 1.0

Trusted Oracle (the "Platform") is a blockchain-based, decentralized platform that allows Questioners, Answerers, and Bounty Supporters (collectively referred to herein as "Users", with specific distinction to "Question Creator" and "Answerer" and "Bounty Supporter" when necessary) to use the Platform. By using the Platform, 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 Trusted Oracle Platform. Collectively, the Platform, including any new features and applications, its integrations with our other products (Trusted Lending Circles, Spring, Trustcoin Staking Hub, Identity, 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 Question Creator (which can be an individual or collective group) to post a Question to the Platform. This Question can be answered at a future designated time (as designated by the Question Creator) by anyone with access to this Platform. Bounty Supporters can incentivize the answering of a difficult question by adding TRST tokens as a bounty to the user who answers the question. Funds from the Question are released to the Answerer's Ethereum address, unless there is a competing Answerer who posts a bond in support of an alternative answer. Whichever answer has the highest bond (i.e. whichever answer was supplied last, since the bond must be doubled for each new answer) is accepted as the true answer. That person gets to claim the original reward for the question — as well as any bonds that have been tied to the answer. If there's any dispute on the validity of this final answer, anyone can ask for further arbitration on the matter. Answerers must post a bond in conjunction with their answer as incentive to provide the correct answer. All users should read the exact wording used for each Question carefully to understand the nature of the question being posed.

The Services are a platform. We are not a Broker, Financial Institution, Creditor, or 501(c)(3) nonprofit corporation ("Charity"). The Services are an administrative platform only. Finclusion Labs enables the creation of Questions that disburse bounty rewards based on the community staking TRST toward the correct answer. Realitio serves as the arbiter for whether a question is answered correctly, should there be a dispute. We do not oversee the performance of the Question nor do we mediate disputes between Users.

In the case that the Question does not resolve in agreement with either the Question Creator, Answerer, or Bounty Supporter or any other observers, the Users must follow the arbitration process through use of Realitio. We, Finclusion Labs, do not arbitrate the decision made by the Realitio and have no obligation to participate in the arbitration process. You are fully responsible

for understanding how the Platform works and how Realitio works, how markets are resolved, and how the dispute and arbitration system works.

3. 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 User. You are responsible for any information you provide us, including that it is and will remain true, accurate, and complete.

As a User on the platform, 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 Questions that WeTrust deems to have inappropriate content.

- **4. 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 the platform, 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. Finclusion Labs has no control over the Questions and Answers on the platform and their resolution.
- 5. All Contributions are at your own risk. When you make a Contribution to increase the TRST reward for answering a Question through the Service, it is your responsibility to understand how the TRST may be released to Question Answerers on the platform. Finclusion Labs is not responsible for any offers, promises, rewards or promotions made or offered by Question Creators or Answerers. We do not and cannot verify the information that Answerers supply, or whether the Question is answered correctly or appropriately in accordance with applicable laws. Notwithstanding the foregoing, we take a decentralized approach to ensure that information related to the release of funds is correct. Once you make a contribution to increase the reward for a Question, the funds will only be released based on the resolution of that question. Finclusion Labs has zero influence or control on whether the platform will behave according to any given user's expectations. Further, applications that utilize the decentralized blockchain such as this platform are in the experimental phase, and may behave unexpectedly causing the lockup of funds that will not be retrievable. If the Bounty Supporter or Question Answerer wishes to have the ability to reclaim funds should the Question resolve in such a way as to allow reclaiming of funds, the User must retain the private key to the contributing address in order to recover the funds. Finclusion cannot facilitate the recovery of any cryptocurrency being sent by any user.

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 cryptocurrencies and Service or Content, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, it is intended to update the protocol underlying the Service 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. We are not liable for any contributions intended or accidental to any addresses, smart contracts, or campaigns on the Platform. We are not liable for any losses you may experience. We have no liability for any losses you experience related to your participation on the Platform.

By using the Service or accessing Content, you acknowledge these inherent risks:

YOU UNDERSTAND THAT BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL, ETHER, METAMASK AND OTHER ETHEREUM WALLETS, AND DECENTRALIZED PLATFORMS, ON WHICH THE FUNCTIONALITY OF THE PLATFORM DEPEND UPON ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF WETRUST'S CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE WETRUST'S PERFORMANCE UNDER THIS AGREEMENT. IN PARTICULAR, AND IN ADDITION TO THE TERMS OF THIS AGREEMENT, YOU ASSUME ALL RISK OF LOSS RELATED TO THE SERVICE.

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.

- **6. Registration: User names, passwords, and obligations.** You may register your e-mail with us in order to receive updates on any campaigns you have contributed towards. You are responsible for all interaction with the Platform that occurs with your username or password. You agree to immediately notify us of any unauthorized use of your user name or password or any other breach of security related to your account or the Platform, and to ensure that you log out from your account (if applicable) at the end of each session. We are not liable for any loss or damage arising from you not complying with any of your obligations in this paragraph.
- **7. 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.

- **8. 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.
- **9. 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"). As a User, your information may also be publicly displayed and linked to your profile. 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 DONATIONS.

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.

10. License. You grant us and our service providers and designees a worldwide, non-exclusive, unrestricted, transferable, sublicensable (through multiple tiers), royalty-free, perpetual, irrevocable right and license, without compensation to you, to use, reproduce, distribute, adapt (including edit, modify, translate and reformat), process, create derivative and collective works from, transmit, transfer, display, perform, publish, host, store or otherwise use in any way any information, content and/or materials you submit through a Profile or Forum (each, a "Submission"), in any media or manner, for any purpose and in any form or distribution now known or later developed.

For each Submission made by you, you represent and warrant that you have all rights necessary for you to provide the licenses granted in this Section 10, and that each Submission complies with applicable law. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under applicable law under any legal theory. We request this waiver to help ensure that we have all the rights we may need to provide the Platform.

- **11. 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.
- 12. 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.
- **13. 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.
- 14. NOT A FUNDRAISING PROFESSIONAL OR MONEY TRANSMITTER. WE ARE NOT A FUNDRAISING PROFESSIONAL FOR ANY CHARITY OR ORGANIZATION. WE ARE NOT A COMMERCIAL FUNDRAISER OR FUNDRAISING COUNSEL. WE DO NOT SOLICIT MONEY, PROPERTY OR VALUE ON AN ORGANIZATION'S BEHALF. WE ALSO DO NOT PLAN, MANAGE, CONSULT OR PREPARE SOLICITATION MATERIALS FOR ANY ORGANIZATION. YOU CAN USE THE PLATFORM TO FIND AND LEARN ABOUT ORGANIZATIONS. YOU SHOULD DO YOUR OWN RESEARCH ON ORGANIZERS OUTSIDE THE PLATFORM. WE DO NOT ENDORSE ANY ORGANIZATION. THE NUMBER OF ORGANIZATION ON THE PLATFORM ARE LIMITED SO YOU MAY CONSIDER OTHER ORGANIZATIONS NOT ON THE PLATFORM. THE DECISION TO GIVE TO AN ORGANIZATION IS YOUR DECISION ALONE. WE ARE ALSO NOT A MONEY TRANSMITTER. WE DO NOT RECEIVE MONEY OR VALUE FOR TRANSMISSION TO AN ORGANIZATION. WE ARE NOT RESPONSIBLE FOR THE SMART CONTRACT AND ANY LOSSES YOU MAY INCUR BY YOU TRANSMITTING

15. 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.

16. 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.

- 17. **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.

18. 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.

- **19. 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.
- 20. 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.
- 21. 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.

- 22. 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.
- **23. 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.
- **24. 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.

- **25. 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.

26. Disclaimer

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