

TERMS OF SERVICE

General terms of service of woleet.io

LAST UPDATE : July 26th 2018

THESE TERMS OF SERVICE (THESE "TERMS") GOVERN SUBSCRIPTION TO AND USE OF WOLEET'S SERVICES. IF YOU REGISTER FOR A FREE TRIAL OF WOLEET'S SERVICES, THE APPLICABLE PROVISIONS OF THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL. BY ACCESSING OR USING WOLEET'S WEBSITES AND SERVICES, YOU ACCEPT OR AGREE TO THESE TERMS. IF YOU ARE ENTERING INTO OR ACCEPTING THESE TERMS ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE, THE TERM "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE WOLEET'S SERVICES.

1. Agreement.

These Terms of Service (these "Terms") are made by and between the party on whose behalf they are accepted ("Subscriber") and Woleet and are effective as of the date they are accepted by Subscriber. "Woleet" means Woleet SAS, a French Société par Actions Simplifiées, with offices at 24 bis Rue du maréchal Joffre, 35000 Rennes, France. The complete subscription agreement including these Terms (the "Agreement") is made for the purpose of granting Subscriber a limited subscription to use Woleet's Bitcoin anchoring, support or other services (the "Services").

2. Free Trial.

2.1 If Subscriber registers at Woleet's websites for a free trial ("Trial Account") of one or more Services, Woleet will make such Services available to Subscriber on a trial basis free of charge until the earlier of (a) fourteen (14) days (the "Evaluation Period"), (b) the start of any paid subscription for such Services, or (c) termination by Woleet at its sole discretion. If, at the end of the Evaluation Period, Subscriber does not sign up for a paid subscription of the Services, the Agreement will automatically terminate unless Woleet agrees, in its sole discretion, to extend the Evaluation Period. Additional terms and conditions may appear on the registration website for a Trial Account and any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.2 ALL TRIAL ACCOUNTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. TRIAL ACCOUNTS MAY BE SUSPENDED, TERMINATED, OR DISCONTINUED AT ANY TIME AND FOR ANY REASON (OR NO REASON). WOLEET DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION

WITH A TRIAL ACCOUNT, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO SUBSCRIBER DATA. ANY CONFIGURATIONS OR SUBSCRIBER DATA ENTERED INTO A TRIAL ACCOUNT, AND ANY CUSTOMIZATIONS MADE TO A TRIAL ACCOUNT BY OR FOR SUBSCRIBER, MAY BE PERMANENTLY LOST IF THE TRIAL ACCOUNT IS SUSPENDED, TERMINATED, OR DISCONTINUED. WOLEET'S INDEMNITY OBLIGATIONS (INDEMNIFICATION) DO NOT APPLY TO TRIAL ACCOUNTS.

3. Woleet's Obligations.

3.1 Services

Woleet will make the Services available to Subscriber according to one or more online or written ordering documents (each a "Service Order"). The Agreement includes each Service Order incorporating the Agreement.

3.2 Compliance with Laws

Woleet will comply with all laws and governmental regulations applicable to the Services.

3.3 Personnel and Performance.

Woleet will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the Agreement. Woleet enters into the Agreement on behalf of itself.

3.4 Documentation

Woleet will make online documentation available at <https://doc.woleet.com/> (the "Documentation") that describe: (a) Woleet software made accessible as part of the Services ("Woleet Software") and (b) usage guides for the Services.

3.5 Security Measures

Woleet will maintain administrative, physical, and technical safeguards for the security and integrity of the Services (the "Security Measures") consistent with industry standard practices. Woleet will store, process, transmit and disclose electronic data and configurations submitted to the Services at the direction of or on behalf of Subscriber ("Subscriber Data") only according to the Agreement and the Documentation. The Services, independent of Subscriber Data, will not transmit code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses ("Malicious Code").

4. Subscriber's Obligations

4.1 Subscriber Data

As between Woleet and Subscriber, Subscriber is responsible for Subscriber Data and the provision of Subscriber Data to the Services according to the Agreement.

4.2 Personnel and Performance

Subscriber will be responsible for the performance of its personnel (including employees and contractors) in compliance with the Agreement. Subscriber enters into the Agreement on behalf of its Affiliates that make use of the Services.

4.3 Non-Woleet Services

Subscriber may choose to use services not provided by Woleet ("Non-Woleet Services") with the Services and in doing so grants Woleet permission to interoperate with the Non-Woleet Services as directed by Subscriber or the Non-Woleet Services. Unless specified in a Service Order: (a) Woleet does not warrant or support Non-Woleet Services, (b) as between Woleet and Subscriber, Subscriber assumes all responsibility for the Non-Woleet Services and any disclosure, modification or deletion of Subscriber Data by the Non-Woleet Services and (c) Woleet shall have no liability for, and Subscriber is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability of the Non-Woleet Services or any change in the ability of Woleet to interoperate with the Non-Woleet Services.

4.4 Responsibilities

Subscriber (a) shall comply with the Woleet Acceptable Use Policy available at <https://doc.woleet.io/docs/acceptable-use-policy> (the "AUP"); (b) shall use the Services in accordance with the Agreement; (c) shall use the Services in accordance with the applicable Documentation; (d) shall be responsible for using commercially reasonable efforts to prevent unauthorized access to or use of the Services; (e) shall promptly notify Woleet of any unauthorized access or use of the Services; (f) shall not use the Services to store, transmit or display Subscriber Data for fraudulent purposes or in violation of applicable laws and governmental regulations; (g) shall not make the Services available to, or use the Services for the benefit of, anyone other than Subscriber's own personnel or end users; (h) shall not use the Services to store, transmit or display Malicious Code; (i) shall not interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein; (j) shall not attempt to gain unauthorized access to any of Woleet's datacenters, systems or networks; (k) shall not permit direct or indirect access to or use the Services in a way that circumvents a usage or capacity limit of the Services or use the Services to access or use any of Woleet's intellectual property except as permitted under the Agreement; (l) shall not sell, resell, license, sublicense, distribute, redistribute, rent, or lease the Services

except as integrated with its own offerings that provide additional functionality to its end users; (m) shall not copy, modify or create a derivative work of the Services or any part, feature, function, or user interface thereof; (n) shall not access the Services or use the Documentation to develop a competitive product or service; (o), except as permitted by applicable laws or governmental regulations, shall not reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any or all of the source code of the Services; (p) shall not alter, remove or obscure any copyright, trademark or other proprietary notices or confidentiality legend on the Services; (q) shall obtain and maintain appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including modems, hardware, servers, software, operating systems and internet access; (r) obtain and maintain any required consents necessary to permit the processing of Subscriber Data by Woleet under the Agreement; and (s) obtain and maintain any consents necessary to permit the processing by Woleet of the personal information of Subscriber's personnel that serve as Subscriber's designated contact for purposes of the Services and the Agreement.

4.6 Service Notices

If Woleet becomes aware that Subscriber may violate Subscriber's obligations under this Section 4 (Subscriber's Obligations), Woleet will notify the Abuse Contact by email (the "Service Notice") and request Subscriber to take reasonably appropriate action, including ceasing problematic usage, changing a configuration, updating account credentials or removing applicable Subscriber Data. If Subscriber fails to comply with a Service Notice within the time period set forth in the Service Notice, Woleet may block Subscriber's access to the Services until the requested action is taken. If Subscriber fails to take the required action within ten (10) days or fails to comply with Subscriber's obligations under this Section 4 (Subscriber's Obligations) on two or more occasions during any rolling twelve (12) month period, Woleet may terminate the Agreement immediately for cause. All limitations of access, suspensions, and terminations for cause shall be made in Woleet's sole discretion and Woleet shall not be liable to Subscriber or any third party for any termination of Subscriber's account or access to the Services.

5. Term and Termination

5.1 Term

These Terms are effective during the term of any Service Order that incorporates the Agreement. The term of a Service Order shall be specified in the Service Order. Service Orders shall renew for successive terms, unless either party gives the other at least ninety (90) days' notice of nonrenewal at the end of the applicable term.

5.2 Termination for Cause

In addition to Woleet's right to terminate the entire Agreement under Section 4.6 (Service Notices), Subscriber or Woleet may terminate the entire Agreement for cause (a) upon 30 days' written notice to the other of a material breach if the breach remains uncured at the expiration of the notice period or (b) if the other party (i) becomes the subject of a proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors to the extent permitted by applicable laws or governmental regulations, (ii) goes out of business or (iii) ceases its operations.

5.3 Survival

Any term or condition that by its nature is clearly intended to survive the expiration or termination of the Agreement, shall survive any expiration or termination of the Agreement.

6. Fees and Payment

6.1 Fees

Subscriber will pay all fees specified in Service Orders and provide accurate and updated billing contact information. Except as set forth in a Service Order, all fees payable under the Agreement shall be made in Euro. Minimum commitments in Service Orders are (a) based on Services purchased and not actual usage; (b) non-cancelable; and (c) cannot be decreased during the specified term. Fees paid for minimum commitments are not refundable. Subscriber's payments of fees are neither (x) contingent on the delivery of any future functionality or features nor (y) dependent on statements not set forth in the Agreement or any Service Order.

6.2 Invoicing Terms

If the Service Order specifies that payment will occur by a method other than a credit card, Subscriber will provide a purchase order number in the applicable amount (or reasonable alternative proof of Subscriber's ability to pay the fees specified in a Service Order), and promptly notify Woleet of any changes necessary for payment of an invoice. Woleet will invoice Subscriber either monthly or according to the billing frequency stated in the Service Order. Invoices to be paid by credit card are due on the invoice date, all other invoices are due net 30 days from the invoice date. If any invoiced amount is not received by Woleet by the due date, then without limiting Woleet's rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) Woleet may condition future subscription renewals and Service Orders on shorter payment terms. If Subscriber is paying for Services by credit card, Subscriber will provide Woleet's authorized payment processor

with valid credit card information and promptly notify Woleet's authorized payment processor of any changes necessary to charge the credit card. The provision of credit card information to Woleet's authorized payment processor authorizes Woleet, through its authorized payment processor, to charge the credit card for all Services specified in a Service Order, and any renewal subscription. Subscriber acknowledges that Woleet will not have access to Subscriber's credit card information.

6.3 Suspension of Service and Acceleration

If any amount owing by Subscriber is 30 or more days overdue (or 15 or more days overdue in the case of invoices to be paid by credit card), Woleet may, without limiting any rights and remedies, accelerate Subscriber's unpaid fee obligations to become immediately due and payable, and block the provision of Services to Subscriber until the overdue amounts are paid in full. Woleet will give Subscriber at least 10 days' prior notice that its account is overdue before blocking Services to Subscriber.

6.4 Payment Disputes

Woleet will not exercise any rights to block Services, accelerate payments, impose late charges or change payment terms under Section 6.2 (Invoicing Terms) and Section 6.3 (Suspension of Service and Acceleration) with respect to an overdue amount for so long as Subscriber is disputing the overdue amount in good faith. The parties shall cooperate diligently to resolve the dispute.

6.5 Refund or Payment upon Termination

If Subscriber terminates the Agreement in accordance with Section 5.2 (Termination for Cause), Woleet will refund any prepaid fees covering the remainder of the term of all Service Orders after the effective date of termination. If the Agreement is terminated by Woleet in accordance with Section 5.2 (Termination for Cause), Subscriber will pay any unpaid fees covering the remainder of the term of all Service Orders. In no event will termination relieve Subscriber of its obligation to pay any fees payable for the period prior to the effective date of termination. If Subscriber terminates without cause prior to the end of the then current term, Subscriber shall be immediately liable for the balance of the fees for the remainder of the term.

6.6 Taxes

Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is

responsible for paying all Taxes associated with its Service Orders. If Woleet is obligated by law to pay or collect Taxes for which Subscriber is responsible, Woleet will invoice Subscriber and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber will provide Woleet any information Woleet reasonably requests to determine whether Woleet is obligated to collect Taxes. Woleet is solely responsible for taxes assessable against its income, property, and employees.

7. Licenses and Proprietary Rights

7.1 Subscriber Data

Subscriber grants Woleet a worldwide, non-exclusive, revocable, and limited license to store, copy, transmit, and display Subscriber Data and to interoperate with any Non-Woleet Services as necessary in order for Woleet to provide the Services in accordance with the Agreement. Subject to this limited license, Woleet acquires no right, title, or interest from Subscriber under the Agreement in or to Subscriber Data.

7.2 Woleet Software

Except solely with respect to open source software Woleet makes available ("Open Source Software"), including language specific codes that enable easy communication with Woleet Software (the "API Clients"), Woleet grants Subscriber a limited non-exclusive, non-transferable, non-sublicensable license to use Woleet Software solely in connection with the subscribed Services in accordance with the Agreement. Open Source Software, including API Clients, and Subscriber's use of such Open Source Software is subject to and governed by the applicable license accompanying, linked to or embedded in such Open Source Software (each an "Open Source License") and Woleet grants Subscriber a license to use the Open Source Software to the full extent permitted by the applicable Open Source License.

7.3 Feedback

Subscriber grants to Woleet worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Subscriber.

7.4 Proprietary Rights

The Services, Woleet Software and the Documentation are the proprietary information of Woleet. Subject to the limited rights expressly granted in the Agreement, Woleet and Woleet's licensors reserve all right, title, and interest in and to the Services, Woleet Software and the Documentation, including all related intellectual property rights. No rights are granted to Subscriber except as expressly set forth in the Agreement. No rights are granted to Woleet except as expressly set forth in the Agreement.

8. Exclusion of Consequential and Related Damages

IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS, LOST OPPORTUNITIES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES OR A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. Privacy Policy

Woleet will process personal information in accordance with its privacy policy available at <https://doc.woleet.io/docs/woleets-privacy-policy> when processing personal information (the "Privacy Policy").

10. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the controlling laws of (i) France. The courts in Rennes, France shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being effected upon it by registered mail sent to the Legal Notice address provided by such party under the Agreement. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to the Agreement nor to any dispute or transaction arising out of the Agreement

11. Force Majeure

Except for payment obligations under the Agreement, neither party will be liable for failure to perform or inadequate performance to the extent caused by a condition that was beyond the party's reasonable control, including, for example, an act of God, natural disaster, act of war or terrorism, riot or civil arrest, labor conditions, governmental action, disruption of telecommunications, failure or delay of internet services providers or internet disturbance, disruption of power or other essential services.

12. Equitable Relief

The parties agree that a material breach of the Agreement adversely affecting Woleet intellectual property rights in Woleet Software may cause irreparable injury to Woleet and/or its licensors for which monetary damages would not be an adequate remedy and Woleet shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

13. Relationship of the Parties

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14. Third-Party Beneficiaries.

There are no third-party beneficiaries under the Agreement, AUP or the Documentation.

15. Entire Agreement

The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the applicable Service Order, (ii) the Agreement, (iii) the AUP, (iv) the Privacy Policy and (v) the Documentation. Woleet and Subscriber each represent that it has validly entered into or accepted the Agreement and has the legal power to do so. Woleet may modify these Terms from time to time. Any and all changes to these Terms will be posted at doc.woleet.io and the Terms will indicate the date they were last updated. The changes will become effective ten (10) days after posting and Subscriber may terminate the Agreement without penalty upon notice to Woleet within ten (10) days of the effective date of the revised Terms. Subscriber is deemed to accept and agree to be bound by any changes to the Agreement when Subscriber uses the Service after the effective date of those changes. Notwithstanding the foregoing, in the event that the parties enter into, or have entered into a separate formal written subscription agreement, the terms of that agreement shall control over the terms of the Agreement unless the parties expressly agree to supersede such agreement with this Agreement. Any term or condition stated in a Subscriber purchase order or other Subscriber order documents (excluding Service Orders) is void. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. If any

provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect. All reference in the Agreement to “including” means “including but not limited to”.