

CryptoFi, Inc. dba Crypto to Cash Now

Terms of Service

STOP AND READ THIS MESSAGE IMMEDIATELY!

Fraudsters are creative and employ effective methods to scam victims.

Common Fraud Schemes:

Phone Call Scams – The most common cryptocurrency scam today is with a victim receiving a phone call from an individual impersonating a police officer or another law enforcement agency. Please know and understand local law enforcement, police, IRS, Homeland Security, FBI, or any other government agency will NEVER call you asking you to sell and/or purchase bitcoin or any other cryptocurrency. This is a Scam!

Blackmail Emails – scammer sends an email that says they have embarrassing photos, videos, or personal information about you and threaten to take it public unless you pay them in cryptocurrency. This is blackmail and a criminal extortion attempt – report it immediately to the FBI.

Social Media Scams are becoming more prevalent. Never send cryptocurrency resulting from a tweet, text, email or from a message on social media. It is a scam! Even if someone you know tells you to send cryptocurrency through their social media account; their account could have been hacked.

Stay vigilant and **DO NOT BE A VICTIM**

If you feel you have been victimized or contacted by a fraudster, please report it.
<https://reportfraud.ftc.gov/#/>

<https://consumer.ftc.gov/articles/what-know-about-cryptocurrency-scams>

ALL TRANSACTIONS ARE FINAL AND IRREVERSIBLE

FRAUDULENT TRANSACTIONS MAY RESULT IN THE LOSS OF CRYPTOCURRENCY, WITHOUT RECOURSE. WE HAVE ABSOLUTELY NO RESPONSIBILITY OR LIABILITY FOR ANY UNAUTHORIZED, MISTAKEN, OR ACCIDENTAL TRANSACTIONS MADE BY YOU OR ANY OTHER PERSON USING YOUR PROFILE OR WALLET. Never send cryptocurrency to someone you do not trust, know, or haven't met in person. By accepting these Terms of Service, you acknowledge that you fully own and control the cryptocurrency wallet you plan to use with the Crypto to Cash Now service.

Terms of Service

These Terms of Service ("Terms of Service" or "Terms") are an agreement between CryptoFi Inc. D/B/A Crypto to Cash Now, a Delaware Corporation "us," "we," "our") and the users ("you," "your," "they" "Customer") of our cryptocurrency retail sell service through the www.cryptotocashnow.com website and any related services we may provide (the "Services"). The Terms of Service govern your use of the Services. The Services are offered to you are conditioned on your acceptance, without modification, of the terms, conditions, and notices herein. By visiting this website, you accept the Terms of Service and must be accepted by all visitors to this website. If you do not agree to these Terms of Service, you should not use the Crypto to Cash Now website or services. Your continued use of this site means that you agree to be bound by our Terms of Service. Our Services are also governed by our Privacy Policy <https://www.cryptofi.tech/privacy>. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services. You acknowledge that personal information will be treated

in accordance with CryptoFi Inc. D/B/A Crypto to Cash Now Privacy Policy <https://www.cryptofi.tech/privacy>.

THE LAWS OF CERTAIN JURISDICTIONS, MAY NOT ALLOW OR PROHIBIT CERTAIN PROVISIONS IN THESE TERMS OF SERVICE, SUCH AS CERTAIN DISCLAIMERS, EXCLUSIONS OR LIMITATIONS OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS, MANDATORY ARBITRATION PROVISIONS, UNILATERAL CHANGES TO MATERIAL TERMS TO THESE TERMS OF SERVICE, OR THE WAIVER OF CERTAIN RIGHTS, SUCH AS TO JURY TRIALS OR THE PARTICIPATION IN CLASS ACTION. IF THESE LAWS APPLY TO YOU, THEN THE OFFENDING SECTIONS OF THE RELATED PROVISIONS MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US AND OTHER INDEMNIFIED PARTIES TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US AND INDEMNIFIED PARTIES ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Disclosure of Material Risks of the Services

Cryptocurrency is not legal tender, is not backed by any government or financial institution, and accounts and value balances are not subject to FDIC or SIPC protections;

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency;

Transactions in cryptocurrency are irreversible, and, accordingly, losses due to fraudulent or accidental transactions are not recoverable;

Cryptocurrency transactions shall be deemed to be made when recorded on the network's public ledger, which is not necessarily the date or time that the customer initiates the transaction;

The value of cryptocurrency may be derived from the continued willingness of market participants to exchange fiat currency – such as US dollars – for cryptocurrency, which may result in the potential for permanent and total loss of value of cryptocurrencies should the market for cryptocurrencies fall;

The volatility and unpredictability of the price of cryptocurrency relative to fiat currency may result in significant or total loss;

The nature of cryptocurrency as an Internet-based protocol may lead to an increased risk of fraud or cyber-attack;

The Company does not guarantee the Service's availability.

Risk of Loss

A Customer assumes all risk of loss associated with the holding of any cryptocurrency and acknowledges that all cryptocurrencies are volatile assets. Cryptocurrencies are not entitled to FDIC, or SIPC protections,

and are not otherwise insured or guaranteed by the Company or any other party. The Company is acting as simply a service provider, solely with respect to the services stated. The Company is not an investment advisor, or certified or licensed to act as a professional financial advisor in any capacity. The Company does not provide advice or guidance on the appropriateness or suitability of transacting business or holding cryptocurrencies.

The Company is not a provider of cryptocurrency wallets. In order to access our Service, you may be required to use a cryptocurrency wallet provided by a third-party. You must use your own cryptocurrency wallet. You are not permitted to use the wallet of any other person or any third-party. If the Company recommends or requires that the Customer use third-party wallet applications for the storage of cryptocurrencies, it is solely the Customer's responsibility to conduct his or her own due diligence on those applications before using them. We have no control of or responsibility for any such wallets provided by a third-party and cannot provide support for these wallets. The Company cannot provide any technical or customer support for any malfunction or other issue that may arise in connection with your use of such wallets. You are wholly responsible for maintaining the security of any wallet you may use in connection with the Service. The Company is not responsible in any way for the functionality of such wallets, or the safekeeping or security of cryptocurrency sent to the Company from a third-party wallet, or any cryptocurrency stored in a third-party wallet. Customer acknowledges and agrees that they will only use a wallet they own to conduct transactions using the Service and will not use the Service to send cryptocurrency to or from a third-party or third-party wallet address. Customer acknowledges and agrees that they will only use a wallet that the Customer personally maintains control and custody of at all times.

Customer Eligibility to Use the Service

To help the government fight against terrorist financing and money laundering activities, federal law may require us to obtain, verify, and record information that identifies each Customer who uses or seeks to use the Service. What this means for you: When you submit a request to sell, we may ask for your name, address, date of birth, social security number and other information that will allow us to identify you. We may also ask to see your driver's license or other form of identifying documents. The required identifying information may change at any time for any reason and may be expanded upon as we deem appropriate.

At the time you initiate a sale request through our service; you will be presented with a wallet/address in order for Crypto to Cash Now to receive the cryptocurrency you wish to sale. This wallet/address is specific to your transaction only and is owned and operated by Crypto to Cash Now. Once your transaction posts on the blockchain network; OFAC/Sanctions screening will be performed. Crypto to Cash Now has a zero-tolerance policy with respect to OFAC/Sanctions violation attempts.

You will be required to complete the identity verification process to the satisfaction of Crypto to Cash Now in order to access and use the Service. You agree to provide true, accurate, current, and complete information about yourself. Even if you have previously verified your identity with us, we may prompt you or ask for additional information to allow us to verify your identity again. This may occur at any time, for example, if you request to make a transaction in a larger amount than your prior transactions, or if we believe there may be suspicious activity on your account. We may refuse to open a profile for you or restrict or close your existing profile if we cannot verify your information, or if you do not provide identifying information, answers to survey questions or documents as requested.

If you are under 18 years of age, or the age of majority in your state, province, or territory, you are not authorized to use the Service. The Company does not accept incorporated or organized entities as Customers of the Service. The Service is for personal use only. We reserve the right to reject any person as a Customer of the Service for any lawful reason.

You are not permitted to use the cryptocurrency wallet of any other person or any third party. As a Customer, you agree to use your own cryptocurrency wallet for any and all transactions. Further, you agree that you are a U.S. Customer and that your cryptocurrency wallet is located in the U.S.

Your Profile (“Profile”)

The Company holds transaction date for you, status of KYC and interaction with KashHero™ application and merchant locations.

This is an individual Profile. You may not jointly own or share your account Profile with any other person for any reason. You may not allow any other person to conduct a transaction using your Profile or identity for any reason or use any other person’s account Profile or identity to conduct a transaction, even if they permit you to do so verbally. You may not assign or transfer your Profile or any interest in your profile to any other person.

A Customer’s Profile is tied to the Customer’s mobile phone number and identification. A Customer may only be able to access the Service using the mobile phone number first provided to the Company at time of registration.

You are responsible for maintaining the security of your Profile and any device, such as your mobile phone, that you may use to create or access your Profile or the Service. You are responsible for all transactions and activity conducted using your Profile, regardless of whether you authorized it. We have no responsibility for the loss, theft, or unauthorized use of your Profile or any device you use to access your account Profile or the Service. A Customer assumes ALL responsibility in the safekeeping of his or her cryptocurrency and any cryptocurrency wallet(s). YOU MUST CONTACT US IMMEDIATELY VIA EMAIL support@cryptofi.tech IF YOU BELIEVE SOMEONE ELSE IS USING YOUR ACCOUNT PROFILE OR YOUR ACCOUNT PROFILE SECURITY HAS BEEN COMPROMISED.

Transactions, and Limitations and Redemptions

Subject to these Terms of Service, the Service is designed to allow you to sell your cryptocurrency. You must be physically present in order to redeem your KashHero™ at the merchant location with ID verification conducted by the Merchant. The Service is accessible via the Internet and/or mobile phone. In the event you do not own a mobile phone, this service is accessible via internet with the redemption process driven by KashHero™ and the Merchant location you chose at time of transaction.

Transactions may be made only in the types of cryptocurrencies supported by the Company. Supported cryptocurrencies are displayed on our website and may change from time to time without prior notice.

ALL TRANSACTIONS ARE IRREVERSIBLE AND NON-REFUNDABLE. You have no right to stop payment on any transaction. A confirmation number will be provided to you along with the Electronic Voucher / QR Code issued through the KashHero™ partner service. Cash receipts are provided at time of redemption with the merchant location. Please keep this transaction receipt for your records.

Merchant Location Limits

Participating Merchants may have different maximum payout capabilities. If the desired merchant location cannot support the transaction amount requested, we will provide a recommendation for an alternate merchant location.

Transaction Timing and Confirmations

Blockchain confirmation times are dependent on a number of variables, including factors such as: (i) the specific cryptocurrency you are sending; (ii) the blockchain congestion for that particular cryptocurrency; and (iii) the amount you are paying in gas fees for the transaction. In most cases, blockchain confirmations will be complete within 1-2 hours, but this is not guaranteed and could take longer. In addition to the above factors, depending on which wallet you are sending crypto from, you may have the ability to raise the gas fee to increase the speed of the blockchain confirmation.

Cryptocurrency pricing is time sensitive and subject to change without notice. Therefore, you may experience market price fluctuations, so the price presented at the time of initiating the sell order and the time the cryptocurrency is received and executed may vary. Your actual pricing is not guaranteed until the blockchain confirmation takes place.

The Company may, at any time, limit the amount of any transaction that may be conducted by a Customer, and institute daily, weekly and/or monthly transaction limits on a Customer's use of the Service. These limits may be changed at any time for any reason by the Company at its sole discretion, with or without notice to you. Use of multiple wallets or another person's identifying information to circumvent these limits is strictly prohibited and may result in suspension of your ability to use the Service. We have the absolute right to close or suspend your Profile access and use of this service at any time, and for any reason not prohibited by law. We also have the absolute right in our sole discretion to reject any transaction request for any reason.

If the Company is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to you and your Profile or use of the Service ("Legal Action"), we will comply with that Legal Action and all Law Enforcement requests. Or, in our discretion, we may freeze or place a hold on any assets you have tendered to us, when a final determination has been made by a court or relevant regulatory authority regarding the Legal Action. We may elect to do these things even if the Legal Action amount in controversy involves less than the amount on which the hold was placed. In these cases, we will not have any liability to you due to failure to complete your requested transaction, or because in any way restricted access to your funds, account, or use of the Service in accordance with the Legal Action. You may be responsible for any fees or expenses we incur in responding to any Legal Action (including attorneys' fees and our internal expenses).

At our sole discretion, we may also place a hold on any assets you tender through this Service if we believe the requested transaction is suspicious or is in violation of law or the Terms of Service. We may refuse to release the hold on any such funds for as long as we deem reasonably necessary to complete an investigation of the activity or source of the assets. Funds may be frozen, blocked, or delivered to a regulatory authority if required by law, at the order, direction, or request of a regulatory authority, or as reasonably necessary to ensure the Company complies with all of its legal obligations and cooperate with any investigation, subpoena, inquiry, request for information, examination, or similar request from a regulatory authority.

Fees

You agree that we may charge, and you will pay, a transaction fee and/or flat fee for each transaction you initiate. The transaction fee is calculated as a percentage of the total transaction amount. The flat fee is a fixed fee depending on the size of your transaction. The transaction fee and flat fee are included in the exchange rate applicable to your transaction. Before you initiate a transaction, we will tell you the

exchange rate applicable to your transaction. By proceeding with the transaction, you agree to pay the exchange rate, including the transaction fee and/or flat fee, and you agree to the other terms applicable to the transaction as set forth in these Terms of Service. If you do not agree, you may not proceed with the transaction and must immediately discontinue your use of this Service.

The fee schedule is subject to change at any time at our sole discretion. We will notify you 30 days in advance of any changes to our fee schedule, if required by applicable law. The transaction fee and/or flat fee will be included in the exchange rate applicable to your transaction. The exchange rate, inclusive of these fees, will be disclosed to you before you initiate a transaction, and will be charged when you agree to make the transaction. **No cryptocurrency, or any transaction made using the Service is insured or guaranteed by an agency of, the United States, or by private insurance against theft, or loss, including cyber theft or theft by other means. A transfer of cryptocurrency is irrevocable, without exception. We have no liability for any unauthorized, mistaken, or accidental transfers made by you, or any other person who has accessed your profile or wallet. The nature of virtual currency may lead to an increased risk of fraud or cyber-attack, and your cryptocurrency could be irretrievably stolen.**

By transacting with Crypto to Cash Now, you waive any claims or liability against the Company based on the manner in which Crypto to Cash Now determines the Market Price.

Customer Obligations

It is the sole responsibility of the Customer to check the accuracy of information entered while using the Service, including, but not limited to, the amount of the requested transaction, the type of cryptocurrency to be sold and transferred, and the account and/or cryptocurrency address from which the cryptocurrency will be transferred. The cryptocurrency address provided to you will be displayed on the order summary page and will be the final transfer destination. By submitting a transaction request through the KashHero™ app or the www.cryptotocashnow.com website, you authorize us to complete the transaction according to the information you entered and was presented to you on the order summary page. You hereby authorize all such charges and agree to provide us with any information we necessary to conduct the transaction.

Customers agree that they will not use the Service to perform any type of illegal or illicit activity of any sort, including, but not limited to, money laundering, narcotics trafficking, human trafficking, tax evasion, or terrorism financing, or do anything to negatively affect the performance of the Service or violate these Terms of Service. Suspicion of using the Service for an unauthorized or illegal activity, or in violation of these Terms of Service, is cause for the Company to suspend all access of a Customer to the Service; whether this suspicion is warranted is exclusively within the absolute discretion of the Company.

Customers agree to respond to all inquiries from the Company regarding the Customer's account or transactions; failure to diligently respond to the Company's inquiries may result in a suspension of the Profile access and future transactions.

Accessibility and ADA Compliance

If for some reason you are not able to use our Service due to disability, please call our 24-hour customer service at (872) 666-1178 for assistance. We have solutions to accommodate the purchase and sale of cryptocurrency for customers who are unable to transact due to a disability.

Communications

You agree that the Company and our service providers may communicate with you by mail, telephone, email, fax, pre-recorded message, automated voice, text message, or other means allowed by law

regarding your profile or use of the Service. You authorize us to send communications to the contact information you provided to us. Notices will be deemed to have been delivered on the day we mailed it to you or made it available electronically. Any notice you give us will be effective after we actually receive and have a reasonable opportunity to act on it. We are not responsible for items lost in, or not delivered by mail or e-mail. Some notices may only be available electronically.

Your profile is created electronically. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless otherwise required by law. You are required to agree to communicate with us by electronic means in order to open and use your profile, pursuant to the ELECTRONIC RECORDS DISCLOSURE AND CONSENT AGREEMENT, which is incorporated herein by reference. If you revoke your consent to electronic communications, we may close or restrict your profile and we may not permit you to use the Service.

When you provide us your mobile phone number, we have your permission to contact you at that number about your profile and/or transactions. Your consent allows the Company and our service providers to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. This communication may include contact from companies working on our behalf to service your profile. Message and data rates may apply. You may change these preferences by emailing support@cryptofi.tech.

You are responsible for promptly notifying us of any change to any of your contact information (phone, physical address, or your name). In some instances, we may request additional information for verification purposes.

You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment, and services needed to access and use of the Service and receive communication from the Company.

Limitation of Liability

THE LAWS OF CERTAIN JURISDICTIONS, DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF SERVICE (INCLUDING THE ANY DISCLAIMERS) MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. You agree that we, our service providers, agents, officers, directors, and employees (and the same of our service providers, subsidiaries, and affiliates themselves) (each, and “Indemnified Party” and collectively, the “Indemnified Parties”) will not be liable for anything we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party does not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. To the extent you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed \$500, except as otherwise required by applicable law. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This section will survive termination of your account profile and use of the Service.

The Company cannot be held liable for any malfunction, breakdown, delay, or interruption to the Internet connection, or if for any reason its Service is unavailable at any time or for any period. Customers acknowledge that an account may be suspended for any reason, and they may not be able to have access to the Service at any time for any reason

Indemnification

You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the Services, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by any Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party.

Force Majeure

Crypto to Cash Now shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, labor shortages, pandemic, government regulations, or other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

Miscellaneous

If we fail to exercise or delay our exercise of any right we have under these Terms of Service, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

Unless prohibited by law, we may change these Terms of Service, including the fees and features of the Service and your profile at any time. We will notify you in advance of any such change when required by law. We may notify you by posting a new version of these Terms of Service to our website at www.cryptotocashnow.com If we have notified you of a change to these Terms of Service and you continue to use the Service after the effective date of the change, you have agreed to the change. If you do not agree to the change, you must discontinue use of your profile or any aspect of the Service before the effective date of the change.

State and Federal Regulation

The Company is registered as a money services business with the United States Department of Treasury, Financial Crimes Enforcement Network and may be required by law to file currency transaction reports and/or suspicious activity reports with state and/or federal authorities regarding Customers' activities. The Company is not permitted to notify Customers of the filing of such reports. The Company may also be legally required to provide information concerning a Customer's transactions to other state and federal regulatory authorities. The Company shall not be liable to any Customer in any way for providing information to regulatory authorities about that Customer's use of the Service.

Jury Trial Waiver

THE LAWS OF CERTAIN JURISDICTIONS MAY NOT ALLOW THE WAIVER OF JURY TRIALS. IF THESE LAWS APPLY TO YOU, THE FOLLOWING PROVISIONS RELATED TO A JURY TRIAL WAIVER WILL NOT APPLY TO YOU.

You and we acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to these Terms of Service. This jury trial waiver will not affect or be interpreted as modifying in any fashion the Arbitration and Dispute Clause set forth in the following section, which contains its own jury trial waiver.

Arbitration Agreement

THE LAWS OF CERTAIN JURISDICTIONS, MAY NOT ALLOW MANDATORY ARBITRATIONS. IF THESE LAWS APPLY TO YOU, THE FOLLOWING PROVISIONS RELATED TO ARBITRATION WILL NOT APPLY TO YOU.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate. This section is referred to as the Arbitration Agreement. If you have a dispute with the Company or any other Indemnified Party, and are not able to resolve the dispute informally, you and we agree that upon demand by you, the Company or any other Indemnified Party, the dispute will be resolved through the arbitration process set forth in this section.

Arbitration. You agree that if you have a dispute or claim that has arisen or may arise between you and the Company or any other Indemnified Party, whether arising out of or relating to these Terms of Service (including any alleged breach), your use of the site or any Service provided on the site or under these Terms of Service, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by you, the Company or any other Indemnified Party, the dispute or claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you are waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Batch Arbitration. You and Crypto to Cash Now agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Crypto to Cash Now within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s) he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a “Batch Arbitration”). You and Crypto to Cash Now agree (1) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a “similar nature” if they arise out of the same event, agreement, or factual scenario

and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

Parties Subject to this Arbitration Agreement. This Arbitration Agreement applies whenever there is a claim between you and us. If a third party, such as an Indemnified Party other than the Company, is also involved in a claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Company relating to these Terms of Service or your use of the site, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

Exclusions. You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing will bear all costs and expenses incurred by the other in compelling arbitration.

Prohibition of Class and Representative Actions and Non-Individualized Relief

THE LAWS OF CERTAIN JURISDICTIONS, MAY NOT ALLOW THE WAIVER OF JURY TRIALS. IF THESE LAWS APPLY TO YOU, THE FOLLOWING PROVISIONS RELATED TO A JURY TRIAL WAIVER WILL NOT APPLY TO YOU.

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE COMPANY OR ANY OTHER INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution. The Company and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by emailing customer support at support@cryptofi.tech. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Company or Indemnified Party should be sent to CryptoFi Inc. 8 The Green Suite A Dover DE 19901 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you do not resolve the claim with the Company or Indemnified Party within 60 calendar days after the Notice is received, you or the Company or Indemnified Party, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party will not be disclosed to the

arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled.

Arbitration Procedures. Any dispute, claim or controversy arising out of or relating to this Engagement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this engagement to arbitrate, shall be determined by arbitration in Delaware before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Cost of Arbitration. The parties will split the Arbitration costs. However, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company or the Indemnified Party will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief section are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this Arbitration Agreement will continue to apply.

Future Changes to this Arbitration Agreement. Notwithstanding any provision in these Terms of Service to the contrary, if we make any future change to this Arbitration Agreement (other than a change to the Notice Address) you may reject any such change by sending us written notice within 30 days of the change to the Notice Address and ceasing all use of the site or any Services provided on the site or under these Terms of Service prior to the effective date of any such change. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this Arbitration Agreement in accordance with the terms of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

This section is referred to as the Arbitration Agreement. If you have a dispute with the Company or any other Indemnified Party, and are not able to resolve the dispute informally, you and we agree that upon demand by you, the Company or any other Indemnified Party, the dispute will be resolved through the arbitration process set forth in this section.

ELECTRONIC RECORDS DISCLOSURE AND CONSENT AGREEMENT

Please read this Electronic Records Disclosure and Consent Agreement (“E-Sign Agreement”) carefully and download or print a copy for your records. By accessing the Company’s website or other Company Services and completing your transaction, you consent to the electronic delivery of communications and agree to be bound by the terms of this E-Sign Agreement.

Electronic Application and Related Disclosures. Federal and state laws and regulations may require us to give you certain important disclosures in writing relating to your use of the Services. Without your consent, we are not permitted to give you these disclosures electronically. These disclosures include, but are not limited to, transaction receipts, privacy notices, payment authorizations, and other disclosures regarding your legal rights and obligations relating to your use of the Service, which are required by law to be provided in writing (the “Disclosures”).

Requesting Paper Copy of Disclosures. At your request and free of charge, we will provide a copy of your Disclosures and agreement in paper-based media. To request a paper copy of your Disclosures, contact support@cryptofi.tech.

Your Consent is Required. You must consent to receiving the Disclosures electronically in order to use the Services. If you do not want to receive the Disclosures electronically, you may not use the Services.

System Requirements:

To receive Disclosures electronically, you must have the following:

- A mobile phone capable of receiving SMS and MMS messages.
- A personal computer, or other access device which is capable of accessing the Internet (e.g., you must have a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider), and which can receive HTML files;
- A valid email address and, if you use a spam filter that blocks or re-routes emails from unknown senders, you must permit messages from the @cryptofi.tech domain in your spam filter.
- A current version of a program that accurately reads and displays PDF files (e.g., Adobe Acrobat Reader);
- An Internet web browser which is capable of supporting 128-bit SSL encrypted communications;
- 128-bit SSL encryption software;
- Storage space to download (to your hard disk, mobile device, or other device) or print the Disclosures;

Your access to this page verifies that your system, browser and encryption software meet these requirements.

Updating Your Information

You must keep us informed of any change in your telephone number or your mailing address. You may contact us to inform us of these changes by e-mail at support@cryptofi.tech. We will not assume liability for non-receipt of notification of availability of electronic documents in the event your mobile number, email address or other contact information on file is invalid; your email or Internet Service Provider filters the notification as “spam” or “junk mail”; there is a malfunction in your computer, mobile device, browser, Internet service, mobile connectivity and/or software; or for other reasons beyond our control.

Withdrawing Consent

You are free to withdraw your consent to this E-Sign Agreement at any time. To do so, please submit a request to withdraw your consent via email to support@cryptofi.tech. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request. The legal effectiveness, validity and enforceability of Disclosures that were previously provided or signed electronically will not be affected.

Acceptance of E-Sign Agreement and Consent to Receive Electronic Disclosures.

By accessing the Services, you confirm that:

- You agree to be bound by the terms of this E-Sign Agreement;
- The Internet access device(s) you will use to create your online profile and to receive the Disclosures meet(s) the system requirements described above;
- You consent to receiving the Disclosures electronically to any email address or mobile telephone number you have provided or made available to us;
- The Disclosures that we provide electronically have the same meaning and effect as if provided in paper form; and
- Your electronic acceptance or signature on any agreement or document has the same effect as if you signed it in ink.

KashHero™ End User Terms and Conditions

These KashHero™ End-User Terms and Conditions constitute an agreement by you (the “Subscriber,” as further defined below) pertaining to your access or use of the Services (as defined below). Read these terms and conditions carefully before accessing or using the Services. **By accessing or using the Services, Subscriber agrees to be bound by the terms and conditions of this end user agreement, as it may be modified from time-to-time by iCertify (this “EUA” or this “Agreement”).** This EUA is also available from the Issuer (as defined below), who has promised iCertify that such Issuer will provide a copy of this EUA to you prior to your access of the Services. Subscriber should obtain from the Issuer and read a copy of this EUA prior to accessing the Services.

iCertify LLC, a Delaware limited liability company (“iCertify”) is willing to grant Subscriber access to and use of the Services solely upon the terms and conditions contained in this EUA. Each of Subscriber and iCertify may be referred to herein as a “party,” and Subscriber and iCertify together may be referred to as the “parties.”

DEFINITIONS

In additions to other terms defined elsewhere in this EUA, the following terms have the meanings associated with them for all purposes of this EUA:

- “Electronic Voucher” means a secure, electronic financial payment instrument that meets all of the following requirements: (a) is made/issued at the direction of and based upon information provided by an Issuer (as the maker) to Subscriber (as the payee); and (b) is presented by Subscriber to a Merchant for negotiation and payment at a Merchant point-of-sale location; and (c) is verified and validated by Merchant through the iCertify System; and (d) is settled by iCertify;
- “iCertify System” means and includes iCertify’s proprietary software system owned and used by iCertify to create, facilitate the negotiation of, and settle, Electronic Vouchers;
- “Issuer” means any person or entity that owes a payment obligation to Subscriber and that, as an authorized participant in the iCertify System, provides the required information to iCertify for the creation of an Electronic Voucher for presentment by and payment of that obligation to Subscriber;
- “Merchant” means any person or entity that, as an authorized participant in the iCertify System, verifies and validates Electronic Vouchers for payment through the iCertify System that are presented for negotiation and payment at the Merchant’s point-of-sale location by Subscriber;
- “Services” means the Electronic Voucher processing services and related support services that are made available by iCertify, including through the iCertify System;
- “Subscriber” means you, who, as the named payee of an Electronic Voucher created at the direction of Issuer and as a customer of a Merchant, presents an Electronic Voucher to the Merchant for validation, negotiation, and payment through the iCertify System; and
- “Transaction Dispute” means any claim or dispute by Subscriber regarding any Electronic Voucher, including by way of example only and not by way of limitation, any claim by Subscriber that an Electronic Voucher was negotiated or paid by or for the wrong person or in the wrong amount.

PERMITTED USE AND RESTRICTIONS

Subject to the terms and conditions of this EUA, during the applicable EUA Term (as defined below), iCertify grants Subscriber a non-exclusive, non-transferable, and non-sublicensable right for Subscriber to access and use the Services solely for Subscriber to negotiate Electronic Vouchers as the named and lawful payee from an Issuer, at Merchant point-of-sale locations. All such permitted use must and shall be only in accordance with and subject to: (i) all applicable laws, rules, and regulations; (ii) any agreement between Subscriber and the Issuer; (iii) any requirements of a Merchant at whose location Subscriber desires to negotiate an Electronic Voucher; and (iv) iCertify’s requirements applicable to the Services and the iCertify System. Subject to the foregoing, Subscriber is granted permission to access and use the Services, provided that Subscriber shall:

- Access and use the Services solely to negotiate Electronic Vouchers as a payee of an Issuer and solely in accordance with the requirements of the Issuer, the Merchant, this EUA and iCertify;
- At all times maintain reasonable security protections on and with respect to any cellular telephone or other device (“Device”) that is utilized by Subscriber to access the Services and negotiate any Electronic

Voucher that is issued to Subscriber by an Issuer, including without limitation: (a) access controls on any such Device to prevent any other person from accessing any Electronic Voucher on such Device, and (b) never allowing any other person to use such Device to access or use the Services, including without limitation to receive or negotiate any Electronic Voucher, whether on behalf of Subscriber or otherwise;

- At all times maintain the secrecy, safety, and security of any personal identification number (“PIN”) or other access code used in connection with the receipt and negotiation of Electronic Vouchers, including without limitation never disclosing the same to anyone else at any time or for any reason;
- Never initiate a Transaction Dispute that Subscriber knows or should know is not legitimate, including without limitation any Transaction Dispute that results from a violation of this EUA by Subscriber;
- In the event of any Transaction Dispute, cooperate in all reasonable respects with the Issuer, iCertify and the Merchant in all efforts to resolve the dispute, including without limitation providing all pertinent information required to be provided under this EUA or as is otherwise reasonably requested by Issuer, iCertify, or the Merchant;
- Not breach, or attempt to breach, the security of the Services or the iCertify System;
- Use the Services only in accordance with all applicable laws, rules and regulations;
- Never use the Services for any unauthorized or illegal purpose, in violation of anyone else’s legal rights, or beyond the scope of the expected use of the Services;
- Not intentionally interfere with the operation of the Services or with any other person’s use of the Services, or impose any unreasonable burden on the Services or any network;
- Not intentionally gain unauthorized access to the Services;
- Be solely liable for Subscriber’s acts and omissions with respect to Subscriber’s use of the Services and the iCertify System;
- Not remove or alter any copyright notices or other notices included in the Services or iCertify System;
- Not alter or modify another website so as to falsely imply that it is associated with iCertify;
- Not intentionally transmit any viruses, bugs, worms, or any other computer code of a destructive nature or that may harm a network, computer, server, hardware, software, or telephone equipment using the Services;
- Not use any data mining, robots, or similar data gathering and extraction methods in connection with the Services; and
- Not enable or allow, directly or indirectly, others to violate any of these terms and conditions.

A violation of any of the terms in this EUA by Subscriber: (i) shall result in iCertify ruling against the Subscriber with respect to any Transaction Dispute to which such violation pertains; and (ii) may result in the termination by iCertify of Subscriber’s ability to access or use the Services.

SUBSCRIBER ACKNOWLEDGEMENTS

Subscriber represents and warrants that Subscriber fully understands and acknowledges that: (i) the Services are dependent upon a number of factors outside the control of iCertify, including but not limited to, the operation of third party-provided hardware and network services. There may be occasional communication failures or delays in the delivery or receipt of the Services; and (ii) the Services and the iCertify System constitute valuable proprietary and intellectual property of iCertify and are owned solely by iCertify. iCertify does not grant and Subscriber acknowledges that it shall have no right, license or interest in any of the patents, copyrights, trademarks, or trade secrets owned, used or claimed now or in the future by iCertify. No title to or ownership of the intellectual property contained in the Services or the iCertify System, or any part of the Services or the iCertify System, or to any enhancements, updates, modifications, local versions or any derivatives of the Services or the iCertify System, or any and all intellectual property and proprietary rights therein, or iCertify’s confidential information is transferred to Subscriber; and (iii) “iCertify,” “KashHero™” and other iCertify graphics, logos, designs, page headers, button icons, scripts, tradenames and service names are trademarks and trade dress in the United States and other countries. iCertify’s trademarks and trade dress, as well as third party trademarks, logos and service marks used in conjunction with the Services, may not be used in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of iCertify.

SERVICES UPDATES AND AGREEMENT CHANGES

By using the Services, Subscriber grants iCertify permission to send Subscriber text and email messages regarding the Services, its features, service alerts, and network activity. Notwithstanding the foregoing, it is Subscriber's responsibility to register for updates from, and/or regularly check, iCertify's webpages at www.KashHero.com for updates with respect to the Services. Subscriber's continued use of the Services after such updates will constitute its acceptance of the change(s). Occasionally we may, in our discretion, make changes to this EUA. When we make a material change, we will provide you with prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Services or by sending you a text or email message. In some cases, we will notify you in advance, and your continued use of the Services after a change has been made shall constitute your acceptance of the change. Please therefore make sure you read any such notice carefully. If you do not agree to any change made to this EUA by iCertify, you must immediately stop accessing and using the Services, which shall terminate this EUA.

TERM AND TERMINATION

This EUA shall be effective as of the date Subscriber accepts the terms herein or first accesses or uses any of the Services (the "Effective Date") and shall remain in effect for so long as Subscriber accesses or uses any of the Services (the "EUA Term"). Upon termination of the EUA Term, Subscriber shall no longer be permitted to access or use the Services. This EUA may be terminated by iCertify at any time, for any reason or no reason and Subscriber shall be notified of any such termination by iCertify and/or Issuer. The terms of this EUA that by their terms, sense, nature, or context contemplate obligations after the EUA Term, including but not limited to Indemnification, Disclaimer, Limitation of Liability, Controlling Law and Severability, and Confidentiality, shall survive any termination or expiration of this EUA.

PRIVACY POLICY

This EUA is subject to Subscriber's acceptance of the terms and conditions set forth in iCertify's Privacy Policy, the terms of which are hereby incorporated herein, and which can be found at www.KashHero.com. The terms and conditions set forth in iCertify's Privacy Policy may be changed by iCertify in its sole discretion and those changes become effective upon posting. It is Subscriber's responsibility to review the Privacy Policy.

SUBSCRIBER DATA

Subscriber shall own all of Subscriber's message data, text, information, screen names, graphics, photos, profiles, audio and video clips, links and other content and materials that Subscriber submits and/or transmits using the Services (collectively, "Data"), and iCertify acknowledges that it will not acquire any rights in Data. iCertify shall only use Data to fulfill its contractual obligations. Subscriber shall be fully liable and responsible to ensure that Data does not violate any law, regulation, or any term of this EUA. iCertify shall not be responsible for storing or maintaining backups of Data on iCertify systems.

MARKETING

iCertify may include Subscriber's name in the list of Subscribers of the iCertify System that iCertify may provide from time-to-time to its then current or prospective customers.

CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public data, information and other materials regarding the products, services, software, customers, prices and discounts, or other business information of a party (and/or of third parties, to the extent a party is bound to protect the confidentiality of any third parties' information) provided by a party, its employees, contractors or affiliates ("Disclosing Party") to the other party, its employees, contractors or affiliates ("Receiving Party") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. The parties agree, without limiting the foregoing, that any product or service data, performance or security data, source code, and any other technical information relating to the Services or the iCertify System, shall be deemed the Confidential Information of iCertify. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party without any obligation of confidentiality prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization

of the Disclosing Party; (iv) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure to the extent allowed by applicable law, and reasonably cooperates with the Disclosing Party in limiting such disclosure. Except as expressly authorized herein, the Receiving Party shall: (i) use the Confidential Information of the Disclosing Party only to perform under or exercise rights granted to it under this EUA; and (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care.

INFORMAL DISPUTE (OTHER THAN TRANSACTION DISPUTE) RESOLUTION

In the event of any dispute, claim or disagreement between the parties hereto arising from or in connection with this Agreement other than: (i) a Transaction Dispute; or (ii) any matter for which a party is entitled to seek specific performance or injunctive or other equitable relief as provided in this Agreement (a "Dispute"), each party shall use reasonable efforts to settle such Dispute as soon as is reasonably practicable, including without limitation negotiating with the other party in good faith to reach a just and equitable solution mutually satisfactory to the parties. In the event that the parties are unable to resolve such Dispute within forty-five (45) days after the first written notice of the Dispute, the Dispute shall be submitted by the parties for binding arbitration under the arbitration procedures of the American Arbitration Association. The arbitrator shall be an Illinois practicing attorney who regularly serves as an arbitrator in Illinois, or a retired judge of the Illinois Courts. The place of Arbitration shall be Chicago, Illinois. In connection with such arbitration, each party shall bear its own expenses and the parties shall equally share the filing and other administrative fees and expenses in connection with the arbitrator. Any decision of the arbitrator shall be in writing, shall state the reasons for the decision and any award of damages (including any findings of fact and conclusions of law) and shall itemize any damages awarded. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages as permitted to be recovered under this Agreement, except as may be required by applicable law. The requirements of filing a notice of claim with respect to the Dispute submitted to arbitration shall be suspended until the conclusion of the arbitration process. Notwithstanding the foregoing, any Dispute relating to the use of a party's name, trademark, insignia, logo, or any other intellectual or proprietary rights, the dissemination of Confidential Information, or any other provision of this EUA, violation of which would cause the other party irreparable harm for which damages would be inadequate, shall be exempt from the dispute resolution processes described in this Section. Each party reserves the right, in connection with such disputes, at any time and in its discretion, to seek injunctive or other judicial relief in a court of competent jurisdiction and to recover its reasonable attorney's fees and costs. Nothing in this Section shall be construed to prevent any party from seeking a temporary restraining order or other preliminary relief from a court pending resolution of a Dispute pursuant to this Section.

TRANSACTION DISPUTE RESOLUTION

Any Transaction Dispute shall be addressed and resolved as provided in this Section. Subscriber shall contact its Issuer directly with respect to any Transaction Dispute, and the Issuer shall be responsible for handling any such contact or inquiry. Subscriber agrees to work with the Issuer in good faith to resolve any Transaction Dispute as expeditiously as practicable. Subscriber agrees to provide to the Issuer: (i) a copy of Subscriber's driver's license or other government issued ID; (ii) information about where the transaction took place; (iii) Subscriber's position regarding the Transaction Dispute and the basis for such position; and (iv) any other information required by Issuer. Subscriber acknowledges and agrees that any information provided to Issuer regarding any Transaction Dispute shall be provided to iCertify. Upon receipt of the above information, iCertify will contact the Merchant where the Electronic Voucher was negotiated, obtain any other information considered to be relevant to the matter, and make a determination as to whether the Subscriber or the Merchant should be responsible for the amount of the Electronic Voucher transaction in question. Should iCertify rule in favor of Subscriber, iCertify shall debit funds from the Merchant in the amount of the transaction and pay such funds to Issuer, who is then solely responsible for paying such amount to Subscriber. Should iCertify rule in favor of the Merchant, iCertify shall so inform Issuer but shall take no further action with respect to the transaction in question. It is understood and agreed that Subscriber has binding arbitration rights against the Issuer for the amount claimed by the Subscriber to be due, but iCertify has no obligation to Subscriber under this EUA for any damages for non-payment. Upon request of Issuer, iCertify will provide evidence as to why it ruled the way it

did. Should Subscriber be awarded payment through arbitration, iCertify shall debit funds from the Merchant in the amount of the transaction and pay such funds to Issuer, who is then solely responsible for paying such amount to Subscriber. Subscriber acknowledges and agrees that, if based upon the information provided to iCertify regarding any Transaction Dispute, iCertify determines non-payment of the transaction in question resulted from any violation of the terms and conditions of this EUA by Subscriber, iCertify shall rule in favor of the Merchant and against Subscriber with respect to the Transaction Dispute.

DISCLAIMERS

SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH SUBSCRIBER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND iCERTIFY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, iCERTIFY DOES NOT WARRANT AGAINST INTERFERENCE WITH SUBSCRIBER'S ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. USE OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES. SUBSCRIBER FURTHER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICES COULD LEAD TO SEVERE FINANCIAL DAMAGE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY iCERTIFY OR AN APPROVED iCERTIFY REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICES PROVE DEFECTIVE, SUBSCRIBER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, IF APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

INDEMNIFICATION

Subscriber agrees to indemnify, defend, and hold harmless iCertify and its officers, members, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers from and against any and all claims, charges, complaints, damages, losses, liabilities, costs and expenses (including attorneys' fees and expert fees) due to, arising out of or relating in any way to Subscriber's use of, or access to, the Services.

LIMITATION OF LIABILITY

In no event will iCertify, its officers, members, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors or suppliers be liable for any direct damages that result from: (i) any non-payment of any Electronic Voucher; (ii) any Transaction Dispute; (iii) the use of, or inability to use, the Services or iCertify System; (iv) the performance of the Services or iCertify System; or (v) any failure in the Services or iCertify System. Except where prohibited by applicable law, in no event will iCertify, its officers, members, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors or suppliers be liable for any indirect, special, punitive, incidental, exemplary or consequential damages, even if iCertify has been advised of the possibility of such damages. Subscriber assumes total responsibility for the use of the Services and the iCertify System. Subscriber's only remedy against iCertify for

dissatisfaction with the Services is to stop using the Services. If, notwithstanding the terms herein, iCertify is found liable to Subscriber for any damage or loss which arises out of or is in any way connected with Subscriber's use of the Services or iCertify System, iCertify's liability shall in no event exceed the amount paid to iCertify with respect to Subscriber's use of the Services during the previous twelve (12) months. In addition to the forgoing limitations of liability, Subscriber agrees that Subscriber will not join any claim against iCertify with the claim of any other person or entity in a lawsuit, arbitration, or other proceeding; that no claim Subscriber has against iCertify shall be resolved on a class-wide basis; and that Subscriber will not assert a claim in a representative capacity against iCertify on behalf of anyone else.

ATTORNEYS FEES

In the event any arbitration, suit or other action is commenced to construe or enforce any provision of this EUA, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be entitled to recover its reasonable attorneys' fees and court costs.

NO WAIVER

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

NOTICES

Any notice required or permitted to be given in accordance with this EUA shall be in writing. Notices to iCertify shall be sent by personal delivery, registered, or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to: iCertify LLC, 425 Huehl Road, Building 2, Northbrook, IL 60062, U.S.A., Attention: President. For contractual purposes, Subscriber consents to receive communications from iCertify electronically. Notices sent to Subscriber shall be sent by personal delivery, electronic mail, text message, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to the applicable address listed on Subscriber's account. All notices will be deemed given: (i) when delivered personally; (ii) twenty-four (24) hours after electronic mail or text message is sent, unless iCertify is notified that the email or text message address is invalid; (iii) five (5) days after having been sent by registered or certified mail; or (iv) one (1) day after deposit with a commercial express courier specifying next day delivery. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section.

EQUITABLE RELIEF

The parties agree that a material breach of this EUA adversely affecting iCertify's proprietary or intellectual property rights in the Services, the iCertify System or the Confidential Information may cause irreparable injury to iCertify for which monetary damages would not be an adequate remedy and that iCertify 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.

ASSIGNMENT

This EUA may not be assigned or transferred by Subscriber, in whole or in part, without iCertify's prior written consent, which may be withheld by iCertify in its sole discretion. Any action or conduct in violation of the foregoing shall be void and without effect. Subject to the foregoing, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns. iCertify may delegate any of its obligations hereunder, provided that it shall remain fully liable and responsible for its delegates' actions or inactions in violation of this EUA.

CONTROLLING LAW AND SEVERABILITY

This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Illinois, without regards to its conflict of law principles. To the full extent permitted by law, the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois shall have exclusive jurisdiction over any matter relating to or arising from or under this Agreement and the parties' rights and obligations under this Agreement;

and each party irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally, for the purposes of any suit, action or other proceeding arising out of this Agreement or any of the transactions contemplated hereby. EACH OF THE PARTIES EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY CLAIM OF AN INCONVENIENT FORUM AND THE RIGHT TO REQUEST A JURY TRIAL. In the event any one or more of the terms or provisions contained in this EUA shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this EUA or any application thereof shall not in any way be affected or impaired, except that, in such an event, this EUA shall be deemed revised in order to provide the party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such a declaration, to the maximum extent legally permitted.

FORCE MAJEURE

Notwithstanding but without limiting any other provision of this Agreement, iCertify shall not be liable to Subscriber for any failure by iCertify to perform if said failure results, directly or indirectly, from government action or inaction, mechanical or electrical breakdown, natural disaster, an act of terrorism, or any other cause beyond the reasonable control of iCertify. If either party is affected by an interruption or delay contemplated by this section, it will: (i) promptly provide notice to the other party, explaining the full particulars and the expected duration of the such delay and (ii) use its reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied.

COMPLETE AGREEMENT

This Agreement sets forth the entire agreement by and among the parties respecting the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning the subject matter of this EUA.