

## **Tokensoft Inc.**

### **Website Terms of Service**

Last Modified: March 9, 2021

Access to this site ([www.tokensoft.io](http://www.tokensoft.io)), websites powered by, or linked to this site, and related applications or services (collectively the "Website"), is provided by Tokensoft Inc. ("Tokensoft"). If you are seeing these terms of service through a website powered by Tokensoft such as a third-party security token sale or token distribution website, you are agreeing to Tokensoft's terms of service relating to services provided to you and such third party as further detailed below. These services include:

- Creating a single sign-in Investment Account with Tokensoft to access a security token sale and issuance website you entered in the past or wish to enter into in the future.
- Creating and sharing your investor profile for your Investment Account with information relating to your identity and investment profile necessary to participate in a sale or distribution by a third party or otherwise use the services provided.
- Reviewing and managing your investments and participation in sales.
- Accessing other Tokensoft services.

For purposes of these Terms of Service, Tokensoft shall mean and include Tokensoft affiliates, and Tokensoft and Tokensoft's affiliates' respective directors and employees. In these Terms of Service, may refer to Website users, prospective customers, and our current customers collectively as "you" or "User".

Each time you use or cause access to the Website, you agree to be bound by the following terms and conditions ("Terms of Service"). Please read these Terms of Service carefully before using the Website. Your access, link to, or use of this Website will constitute your acceptance of the Terms of Service. If you do not agree to these Terms of Service, you should not use the Website. The Terms of Service may be amended from time to time with or without notice to you. Modifications shall become effective immediately upon being posted. Accordingly, please continue to review the Terms of Service whenever accessing, linking to, or using this site. Your access, link to, or use the site or any service on this site, after the posting of modifications to the Terms of Service, will constitute your acceptance of the Terms of Service, as modified. If, at any time, you do not wish to accept the Terms of Service, you may not access, link to, or use the site.

By agreeing to the Terms of Service, you agree to the terms of our Privacy Policy (“Privacy Policy”) found at [tokensoft.io/legal](https://tokensoft.io/legal), which is expressly incorporated into these Terms of Service. All personal data provided to us as a result of your use of the Website will be handled in accordance with our Privacy Policy.

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, TOKENSOFT’S LIABILITY TO YOU IN CONNECTION WITH THE SITE IS LIMITED, AND YOU BEAR ALL RISKS ASSOCIATED WITH ANY INVESTMENTS THAT YOU MAKE.

DISPUTES UNDER THESE TERMS OF SERVICE WILL BE RESOLVED BY BINDING ARBITRATION AS FURTHER DETAILED IN SECTION 10. ADDITIONALLY, BY ACCEPTING THESE TERMS OF SERVICE, YOU AND TOKENSOFT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If you do not agree to the terms and conditions of this Terms of Service, you should immediately cease all usage of this Website. This Website may not be accessed or used by anyone under the age of 13, and Investment Accounts may not be accessed, used, or created by anyone under the age of 18.

# 1. General Terms

a. Description. The Website: (i) provides you as a User with general information about our products and services; (ii) provides a platform (“Platform”) for third party token issuers (“Issuers”) to (a) conduct sale, distribution, and administration of tokens such as securities, stablecoins, cryptocurrencies, or other digital assets and (b) to provide other offerings or services to you; and (iii) enables you as a User to participate in such offering or services provided by the Issuer.

b. Single Sign-On Investment Accounts. While you may always browse public-facing portions of the Website without registering with us, in order to access the password protected portion of the Website, you must register an Investment Account with us (an “Investment Account”), be at least 18 years old or have legal capacity to enter into agreements, or otherwise meet other criteria as determined by a particular Issuer. This Investment Account may be used in conjunction with Issuer’s offerings or services and future Tokensoft or Issuers’ offerings and services. When you login to this Investment Account on this Website or an Issuer’s site, you authorize sharing of your personal information with such Issuer as further detailed by our Privacy Policy and the Issuer’s Privacy Policy. We may limit the number of Investment Accounts you may have or

otherwise your use of this Website or related services without notice to you. We may in our sole discretion refuse to open an Investment Account for you.

c. Investment Account Security. You are responsible for the security of your Investment Account and are fully responsible for all activities that occur through the use of your credentials. You agree to immediately reset your login credentials then notify the Issuer and us [help@tokensoft.io](mailto:help@tokensoft.io) if you suspect or know of any unauthorized use of your login credentials or any other breach of security with respect to your Investment Account. We will not be liable for any loss or damage arising from unauthorized use of your credentials.

d. Accuracy of Information. When creating an Investment Account or providing information related to the services offered on this Website, you will provide true, accurate, current, and complete information as we request. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Investment Account if activities occur on your Investment Account which, in our sole discretion, would or might constitute a violation of this Agreement, cause damage to or impair the Site, infringe or violate any third party rights, damage or bring into disrepute the reputation of Tokensoft, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then we may terminate your Investment Account immediately without notice to you and without any liability to you or any third party.

e. Identity Checks. YOU ACKNOWLEDGE THAT WE WILL CHECK YOUR BACKGROUND AND IDENTITY AS REQUIRED BY APPLICABLE LAWS IN CONNECTION WITH CERTAIN USES OF THE WEBSITE OR ISSUER'S OFFERINGS AND SERVICES. YOU HEREBY AUTHORIZE US TO, DIRECTLY OR THROUGH THIRD PARTIES, MAKE ANY INQUIRIES AND CONDUCT ANY INVESTIGATION WE CONSIDER NECESSARY OR HELPFUL TO VERIFY YOUR IDENTITY AND TO TAKE ANY ACTIONS WE DEEM NECESSARY OR HELPFUL BASED ON THE RESULTS OF SUCH INQUIRIES AND INVESTIGATIONS. YOU FURTHER AUTHORIZE ANY AND ALL THIRD PARTIES TO WHICH ANY SUCH INQUIRIES OR INVESTIGATIONS MAY BE DIRECTED TO FULLY RESPOND TO SUCH INQUIRIES OR INVESTIGATIONS. YOU ACKNOWLEDGE AND AGREE THAT WE MAY, IN OUR SOLE DISCRETION, DENY YOU THE RIGHT TO USE THE WEBSITE OR INVESTMENT ACCOUNT. TOKENSOFT, ITS EMPLOYEES, AGENTS, AND AFFILIATES SHALL HAVE NO LIABILITY TO YOU FOR ANY LIABILITY OR OTHER LOSSES ARISING FROM ANY INQUIRIES OR INVESTIGATIONS ARISING UNDER THIS SECTION. WE USE A THIRD PARTY, ONFIDO, TO PROCESS YOUR IDENTITY CHECK.

f. Additional Terms. We may require you to agree to additional terms and/or policies from time-to-time in connection with your use of the Website or related services (“Additional Terms”). Such Additional Terms may include terms that govern your rights in connection with any offerings or services provided by Issuer. Except as expressly stated otherwise in such Additional Terms, any Additional Terms are hereby incorporated into and subject to this Agreement, and this Agreement will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency.

## 2. License to Use; Prohibition on Diverting Service Data

We grant you a personal, limited, non-exclusive, revocable, non-transferable, and non-sub-licenseable license to use the Website pursuant to these Terms of Service. We may provide certain portions of the Website under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time or that are otherwise the subject of an agreement between you and such licensors.

We are providing the Website to you only for your internal use and only for the purposes related to certain services provided to you by Tokensoft. You may not sell, lease, or provide, directly or indirectly, the Website or any portion of the Website to any third party without our written permission. You acknowledge that all proprietary rights in the Website are owned by us or by any applicable third party service providers selected by us providing us with all or part of the Website, or providing you with access to the Website, or their respective licensors, and are protected under copyright, trademark, and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights, or other rights in or to the Website, except those specifically set forth in these Terms of Service. You will protect and not violate those proprietary rights in the Website and honor and comply with our reasonable requests to protect our contractual, statutory, and common law rights in the Website. If you become aware of any violation of our proprietary rights in the Website, you will notify us in writing.

As between Tokensoft and you, Tokensoft retains all ownership and other rights associated with the Website generated data (“Data”).

You may not divert Data from the Website, either internally or externally, except as specifically authorized by Tokensoft. Tokensoft is not liable to you for any diverted, repackaged, or disseminated Data. Tokensoft reserves the right to audit your usage of Data in adherence to Tokensoft requirements and limitations specified within these

Terms of Service on an annual basis for the purposes of establishing and verifying that you have not diverted, repackaged or disseminated Data.

### 3. Issuer's Offerings and Services

None of the information contained in the Website constitutes a recommendation by Tokensoft or its affiliates to purchase, participate, or otherwise use the securities, offering, tokens, or services of Issuers. Tokensoft does not recommend or provide investment advice relating to your decision to buy or sell any Issuer's tokens, investments, securities, futures, options, or other financial instruments or other assets nor provides any investment advice or service. Tokensoft is not a party to the offering, sale, transaction, or agreement you enter into with the Issuer. You should refer to your agreement with the Issuer for information relating to above. The information contained in the Website has been prepared without reference to any particular User's investment requirements or financial situation. The information and services provided on the Website are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules, or regulations of any governmental authority or regulatory or self-regulatory organization or where Tokensoft is not authorized to provide such information or services. Some products and services described in the Website may not be available in all jurisdictions or to all customers.

### 4. Electronic Communications

Visiting the Website and/or related services or sending emails to Tokensoft constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

### 5. Referrals to Third Parties

By providing information on this Website and requesting Tokensoft to refer you to third party service providers, you authorize us to share information you provided to us

necessary for us to make such referrals and the third-party service provider to provide such service.

## 6. Testing Environment

If you attempt to or otherwise use any testnet, services labeled as “beta” or “demo”, or sandbox services on our Website or linked websites (collectively “Testing Environments”), you agree to use the test credentials and data provided by us, or otherwise provide fake information. You will not provide any real or otherwise personally identifiable information (e.g. SSN), sensitive financial information (e.g. username or password), or any information which you do not own or you are not authorized to use in our Testing Environments. As further detailed in Section 7 (No Warranty) All Testing Environments are provided “as is” and “as available” without any warranty and you should consider all tokens and funds at risks of loss. For avoidance of doubt, this section does not relate to any Website services relating to Issuer’s offerings or services.

## 7. No Warranty

The Website is provided by Tokensoft on an "as is" and on an "as available" basis. Tokensoft disclaims all warranties, express, implied, or statutory, including without limitation: implied warranties of merchantability and fitness for a particular purpose or course of performance or dealing and any warranties that materials on the Website are non-infringing. Tokensoft makes no representations or warranties of any kind, express or implied, regarding the use or the results of this Website in terms of its correctness, accuracy, reliability, or otherwise. Tokensoft does not warrant that the system, services, or any component thereof will meet the requirements of the user or that the operation of the system, service, or any component thereof, will be uninterrupted or error free. Tokensoft does not warrant that the Website will be secure; that the Website or the server that makes the Website available will be virus-free; or that information on the Website will be complete, accurate or timely. If you download any materials from this Website, you do so at your own discretion and risk. Tokensoft does not undertake any obligation to correct or update any information contained on this Website. Tokensoft shall have no liability for any interruptions in the use of this Website. Some jurisdictions do not allow the exclusion of implied warranties; therefore, the above-referenced exclusion is inapplicable in any such jurisdiction. Tokensoft does not own nor control the third-party website that linked you to the registration pages comprising the Website.

Tokensoft software, software-related services, and Website provided do not constitute

(i) a solicitation or offer for sale of investment by Tokensoft or (ii) recommendation by Tokensoft that you should invest in a token or investment offering or such offering is suitable to you. Tokensoft has not reviewed such offerings and makes no representations or warranties about Issuer's offerings or services. Tokensoft is not a party to any transaction you may determine to enter into directly with its customer or any Issuer, investor or other users of the Website. Any discussion of Tokensoft's customers or Tokensoft's customer's securities is purely informational for description of Tokensoft's software services only and makes no attempt to provide risks or complete discussion of the risks or a Tokensoft's offering or investment. You should neither construe any of the information contained on this Website as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make the information available through this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, legal, tax, or accounting advisors concerning any contemplated transactions. You should consult directly with such Issuer and review all documents and disclosures provided by the Issuer and consult with your counsel and other advisors before making an investment decision.

## 8. Limitation of Liability

You expressly understand and agree that, to the full extent permitted by applicable laws, in no event will Tokensoft be liable for damages, losses, and expenses of whatever nature and however arising, including without limitation direct or indirect, special, incidental, consequential, exemplary, or punitive damages or losses or expenses, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible loss arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation, or transmission, computer virus, or line or system failure, even if Tokensoft or its representatives are advised of the possibility of such damages, losses, or expenses. Hyperlinks to or from other internet resources are accessed at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements; the content, accuracy, opinions expressed, and other links provided by these resources are not endorsed by Tokensoft. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability, or any other basis. Your sole remedy for dissatisfaction with the site and/or information contained on the site is to stop using the site. In the event that the foregoing disclaimer of liability is held to be invalid or unenforceable, you agree that the maximum cumulative aggregate liability of Tokensoft to you for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence and strict

liability, or otherwise) at any time shall be the lesser of \$100USD or the aggregate cumulative amount paid by you to Tokensoft up to and including the time of the incurrance of such liability, if any, to access the Website. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless Tokensoft, its parents, subsidiaries, affiliates, officers, and/or employees from any claim or demand, including reasonable attorneys' and experts' fees and costs, arising out of your use of this Website, including information made available to you through this Website or the violation of this Terms of Service, including any breach of your covenants or agreements hereunder. Tokensoft reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you based on a third-party claim and, in such case, you agree to cooperate with Tokensoft in the defense of such matter.

## 10. Dispute Resolution

a. General. In the interest of resolving disputes between you and Tokensoft in the most expedient and cost-effective manner, you and Tokensoft agree that any dispute arising out of or in any way related to this Agreement or your use of the Site or Services will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Site, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND TOKENSOFT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

b. Exceptions. Notwithstanding Section 10.a above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state or local agency if that action is available; (iii) seek injunctive



relief in aid of arbitration from a court of competent jurisdiction; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

c. Arbitrator. Any arbitration between you and Tokensoft will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879 or by contacting Tokensoft. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement.

d. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("Notice"). Tokensoft's address for Notice is: 1950 W. Corporate Way PMB 19869, Anaheim, CA 92801 or by email at [legal@tokensoft.io](mailto:legal@tokensoft.io) Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, then you or Tokensoft may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Tokensoft must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor with a monetary award that exceeds the last written settlement amount offered by Tokensoft prior to selection of an arbitrator, then Tokensoft will pay you the highest of the following: (1) the amount awarded by the arbitrator, if any; (2) the last written settlement amount offered by Tokensoft in settlement of the dispute prior to the arbitrator's award; or (3) \$15,000.

e. Fees. If you commence arbitration in accordance with this Agreement, then Tokensoft will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco, California, but if the claim is for \$15,000 or less, then you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Tokensoft for all monies previously disbursed by it that are otherwise your obligation to pay under the

AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. Notwithstanding anything in this Agreement to the contrary, and for the avoidance of doubt, the arbitrator can award injunctive relief as a remedy in any arbitration required under these dispute resolution provisions.

f. No Class Actions. YOU AND TOKENSOFT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Tokensoft agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

g. Modifications to this Arbitration Provision. Except as otherwise provided in this Agreement, if Tokensoft makes any future change to this arbitration provision, other than a change to Tokensoft's address for Notice, then you may reject the change by sending us written notice within 30 days of the change to Tokensoft's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Tokensoft.

h. Enforceability. If Section 10.f above is found to be unenforceable or if the entirety of this Section 10 is found to be unenforceable, then the entirety of this Section 10 will be null and void.

## 11. Website Use

Unauthorized use of the Website and systems, including, but not limited to, unauthorized entry into Tokensoft's systems or misuse of any information is strictly prohibited. You may not use this Website in any manner that could damage, disable, overburden, or impair any Tokensoft site or service or interfere with any other party's use and enjoyment of any Tokensoft site or service. You may not attempt to gain unauthorized access to any Tokensoft site or service, computer systems, or networks connected to any Tokensoft site or service, through hacking, password mining or any other means. You

agree that you will not engage in any activities related to this Website that are contrary to applicable laws or regulations.

Your "Information" means any information and materials you provide to Tokensoft or other users in connection with your registration for or use of the Website. You are solely responsible for your Information. You hereby represent and warrant to Tokensoft that (a) you will not be false, inaccurate, incomplete, or misleading information; (b) you will not be fraudulent or your use or attempted use will not involve the sale of counterfeit or stolen items; (c) you and your information will not infringe Tokensoft's or any third party's copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity or privacy; (d) you and your information will not violate any state, federal, or local law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

(e) you and your information will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) you and your information will not be obscene or contain child pornography or be harmful to minors; (g) you and your information will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (h) you will not decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Website; (i) you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any activity conducted thereon; (j) you will not delete or alter any material Tokensoft makes available on the Website; (k) you will not frame or link to any of the materials or information available on the Website; (l) you will not access, tamper with, or use non-public areas of the Website, Tokensoft's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Tokensoft's service providers; (m) you will not restrict, discourage, or inhibit any person from using the Website; (n) you will not use the Website, without Tokensoft's prior express written consent, for any unauthorized purpose; (o) you will not gain unauthorized access to the Website, other Users' Investment Accounts or to other computers or websites connected or linked to the Website; (p) assist or permit any person in engaging in any of the activities described above, and (q) will not create liability for Tokensoft or cause Tokensoft to lose (in whole or in part) the services of its partners or service providers.

## 12. Proprietary Rights and Digital Millennium Copyright Act

Tokensoft Inc. and this Website's marks are trademarks and service marks referenced herein are trademarks and service marks of Tokensoft Inc. You are prohibited from using any marks for any purpose without the written permission of Tokensoft Inc.

Tokensoft respects the intellectual property rights of others. We will review all claims that we receive of copyright infringement. If we deem that any content is in violation of applicable laws, we will remove it. Please notify Tokensoft of any claimed infringement by emailing us at [legal@tokensoft.io](mailto:legal@tokensoft.io) with the following:

1. A description of the copyrighted work and the URL on which it appears;
2. Your contact details, including email address;
3. A good faith statement that you believe our use of the work is not authorized;
4. A statement, made under the penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf; and
5. An electronic or physical signature of the copyright owner or a person authorized to act on their behalf.

## 13. We can terminate this agreement at will

We reserve the right, at our sole discretion, to restrict, suspend, or terminate these Terms of Service and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

## 14. Miscellaneous legal provisions

These Terms of Service are governed by the internal substantive laws of the State of California without regards to conflict of laws. You agree to submit to the exclusive personal jurisdiction of the state and federal courts in the State of California. The parties

each irrevocably waive their right to a trial by jury in any action arising from or relating to this Terms of Service. If any provision of this agreement is found to be invalid by a competent court, the invalidity of such provisions shall not affect the validity of the remaining provisions.

Additionally, if we choose to terminate any provision in accordance with the termination provision, that termination shall not affect the termination of other provisions. If we fail to act on, or enforce, any provision in this agreement, this shall not be construed as a waiver of that, or any other, provision. We will only grant waivers to specific provisions, for specific instances, in writing. These Terms of Service constitute the entire agreement between you and us with respect to this website and supersedes all previous or contemporaneous agreements. The section headings are merely provided for convenience and shall not be given any legal import. These Terms of Service will inure to the benefit of our successors, assignees, licensees, and sublicensees.

## Contact Us

Tokensoft welcomes your questions or comments regarding the Terms of Service:

Email us at [legal@tokensoft.io](mailto:legal@tokensoft.io).

# APPENDIX A: E-SIGN DISCLOSURE AND CONSENT

This policy describes how Tokensoft delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications: You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your use of this Website:

- Terms of service and policies you agree to (e.g., our Terms of Service and Privacy Policy), including updates to these agreements or policies;
- Your personal or financial information, and other Website and Investment Account details, history, transaction receipts, confirmations, and any other Investment Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your use of this Website.

We will provide these Communications to you by posting them on Tokensoft website, emailing them to you at the primary email address you may provide to Tokensoft, communicating to you via Website chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements: In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;

- A valid email address (your primary email address on file with Tokensoft);
- and
- Sufficient storage space to save past Communications or an installed printer to print them.