

General Terms and Conditions

This website is operated by Atomyze LLC (“Atomyze”).

As a user of ANY service on the Atomyze platform you agree to the following:

This General Terms and Conditions (“Agreement”) is a binding contract between you, an individual user (“you”), and Atomyze (also herein referred to as “we,” “us” or “our”), and governs your use of any website that links to these terms, including atomyze.us (and all related subdomains) (“Site”) and the services we provide (“Services”).

BY ACCESSING OR USING THE SITE OR OUR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU MUST NOT ACCESS OR USE THE SITE OR OUR SERVICES.

If you are accessing the Site or using our Services on behalf of a business or corporate entity (“Organization”), then you hereby represent and warrant that you have the authority to bind that Organization and your acceptance of this Agreement will be treated as acceptance by the Organization. In that event, “User” (defined above) and “you” in this Agreement will refer to the Organization.

Certain Material Terms. As provided in greater detail in this Agreement (and without limiting the express language of this Agreement), you acknowledge the following:

- You consent to the collection, use and disclosure of information in accordance with and to be bound by the Atomyze Privacy Policy (“Privacy Policy”);
- **THE SITE AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND. ATOMYZE’S LIABILITY TO YOU IN CONNECTION WITH THE SITE AND SERVICES IS LIMITED, AND YOU BEAR ALL RISKS ASSOCIATED WITH ANY PARTICIPATION ON THE SITE AND IN OUR SERVICES;**
- We will resolve disputes arising under this Agreement through binding arbitration described further herein.
- **BY ACCEPTING THIS AGREEMENT, AS PROVIDED IN GREATER DETAIL IN SECTION 9 OF THIS AGREEMENT, YOU AND ATOMYZE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

1. General Terms and Conditions

- a. Description. The Site: (i) provides Users with general information about our products and services; and (ii) provides a platform (“Platform”) for the creation of digital tokens

representing interest in metal and other assets developed using Hyperledger Fabric, a permissioned blockchain technology designed for use by enterprise customers. As used in this Agreement, “User” means all users of the Site, whether registered users or guests.

b. Disclaimers and Other Terms. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING ANY OTHER TERMS IN THIS AGREEMENT, THE FOLLOWING TERMS APPLY:

i. Limitations on Liability. ATOMYZE SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH: (1) ANY OUTAGE OR UNAVAILABILITY OF THE SITE OR ANY PROBLEMS YOU MAY HAVE IN PARTICIPATING ON THE SITE OR IN OUR SERVICES; (2) ANY SECURITY BREACH AFFECTING ANY FEATURE, CONTENT OR SERVICES AVAILABLE ON THE SITE; AND/OR (3) THE PERFORMANCE OF ANY SERVICE THAT YOU PARTICIPATE IN ON THE SITE. YOU BEAR ALL RISKS OF USING THE SITE, AND YOU SHOULD ONLY PARTICIPATE TO THE EXTENT YOU ARE WILLING AND ABLE TO LOSE ANY AMOUNT INVESTED IN OUR PRODUCTS AND SERVICES.

ii. No Guarantee. ATOMYZE MAKES NO REPRESENTATIONS REGARDING THE LIKELIHOOD OR PROBABILITY THAT YOUR PARTICIPATION ON THE SITE OR IN OUR SERVICES WILL ACHIEVE A PARTICULAR OUTCOME OR GOAL. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS, AND VOLATILITY MEANS THAT PERFORMANCE IN ANY PERIOD MAY BE FAR DIFFERENT FROM THAT OF PREVIOUS PERIODS. YOU MAY LOSE ALL OR PART OF ANY PARTICIPATION ON THE SITE AND THROUGH OUR SERVICES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ATOMYZE MAKES NO GUARANTEES OR OTHER COMMITMENTS ABOUT YOUR ABILITY TO ACCESS OR USE THE SITE OR SERVICE.

iii. Information Submitted to Us; Identity Checks.

1. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY AND COMPLETENESS OF ALL INFORMATION AND MATERIALS THAT YOU PROVIDE TO US IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICES, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION AND MATERIAL THAT YOU PROVIDE TO US IN CONNECTION WITH US CHECKING YOUR BACKGROUND AS FURTHER DESCRIBED UNDER 1.b.iii.2 BELOW. YOU HEREBY REPRESENT AND WARRANT THAT: (A) ALL SUCH INFORMATION AND MATERIALS ARE TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS, COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS AND DO NOT VIOLATE OR INFRINGE ANY THIRD-PARTY RIGHTS; AND (B) YOU WILL IMMEDIATELY NOTIFY US ABOUT, AND CORRECT, ANY INACCURACY IN ANY SUCH MATERIALS OR INFORMATION.

2. YOU ACKNOWLEDGE THAT WE OR OUR DELEGATE WILL CHECK YOUR BACKGROUND AND IDENTITY AS REQUIRED BY

APPLICABLE LAWS IN CONNECTION WITH CERTAIN USES OF THE SITE. 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 SITE. ATOMYZE WILL HAVE NO LIABILITY TO YOU FOR ANY LIABILITY OR OTHER LOSSES ARISING FROM ANY INQUIRIES OR INVESTIGATIONS ARISING UNDER THIS SECTION 1.b.iii.2.

- iv. Participants. IF YOU ARE USING THE SITE AND SERVICES AS A PARTICIPANT IN THE UNITED STATES, YOU MAY BE REQUIRED TO QUALIFY AS AN “ACCREDITED INVESTOR” AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, OR AS AN “ELIGIBLE CONTRACT PARTICIPANT” AS DEFINED BY SECTION 1A(18) OF THE COMMODITY EXCHANGE ACT OF 1936, AND BE SOPHISTICATED ENOUGH TO PROTECT YOUR OWN INTERESTS. WE MAY ASK YOU FOR INFORMATION NEEDED TO CONFIRM YOUR STATUS AS AN ACCREDITED INVESTOR OR ELIGIBLE CONTRACT PARTICIPANT, OR TO CONFIRM OTHER INFORMATION ABOUT YOUR STATUS PRIOR TO ALLOWING YOU TO PARTICIPATE THROUGH THE SITE OR ANYTIME THEREAFTER.
- v. 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 Site or Services (“Additional Terms”). 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.
- vi. Changes to this Agreement. You understand and agree that Atomyze may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on the Site. The revised Agreement will become effective at the time of posting, and your use of the Site or Services after such time will constitute your acceptance of the revised Agreement. If any change to this Agreement is not acceptable to you, then your sole remedy is to stop using the Site or Services. Notwithstanding the preceding sentences of this Section 1.b.vi, no revisions to this Agreement will apply to any dispute between you and Atomyze that arose prior to the effective date of such revisions.
- vii. Consideration. Atomyze currently provides you with access to the Site for free. In return for enjoying this free access, you acknowledge and agree that we may

generate revenues, increase goodwill or otherwise increase the value of Atomyze from your use of the Site, and you will have no right to share in any such revenues, goodwill or value whatsoever. However, we will charge you fees for certain products, transactions or Services and other uses of the Site. Those fees will be set forth in the terms and conditions related to those products, transactions or Services.

- viii. Jurisdictional Issues. Atomyze makes no representation that materials on the Site or the Services are appropriate, lawful or available for use in any locations other than the United States of America. Those who choose to access or use the Site or Services from locations outside the United States of America do so on their own initiative and are responsible for compliance with local laws, if and to the extent, local laws are applicable.
- ix. Eligibility. NEITHER THE SITE NOR THE SERVICES ARE FOR PERSONS UNDER THE AGE OF 18 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR BLOCKED FROM THE SITE BY ATOMYZE. IF YOU ARE UNDER 18 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Site or Services, you affirm that you are at least 18 years of age and otherwise have the legal capacity to contract, and have not been previously suspended or blocked from the Site by Atomyze.
- x. Mobile Services. The Site will be accessible via a mobile phone, tablet or other wireless device (collectively, “Mobile Services”). Your mobile carrier's normal messaging, data and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Site and the related Mobile Services must be in accordance with this Agreement. Atomyze shall not be liable to any party for any loss or damage resulting in whole or in part from any malfunction in its Site or Service to you to the extent such malfunction arises from, or is in anyway connected to, your mobile carrier's service.

2. Registration; Accounts

- a. Log-In Credentials. While you may always browse public-facing portions of the Site without registering with us, in order to access the password-protected portion of the Site (the “Protected Platform”), you must register an account with us (an “Account”).
- b. Account Security. You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You agree to notify us immediately if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. We will not be liable for any loss or damage arising from unauthorized use of your credentials. Separate log-in credentials may be required to access External Sites (defined in Section 7 below).

- c. Revocation of Access. 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 Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, cause damage to or impair the Services or Site, infringe or violate any third party rights, damage or bring into disrepute the reputation of Atomyze, 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 Account immediately without notice to you and without any liability to you or any third party.

3. Intellectual Property Rights

- a. License. Subject to your complete and ongoing compliance with this Agreement, Atomyze hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access and use the Services and Site solely in strict compliance with the provisions of this Agreement and as permitted by the functionalities of the Services and Site available to you.
- b. Content. The content that Atomyze provides to you on the Services and Site, including, without limitation, any text, graphics, software, interactive features, information or other materials (collectively, the “Atomyze Content”), is protected by copyright or other intellectual property rights and owned by Atomyze or its licensors. Moreover, Atomyze or its licensors own all design rights, database and compilation rights and other intellectual property rights in and to the Services and Site, in each case whether registered or unregistered, and any related goodwill.
- c. Marks. The Atomyze trademarks, service marks and logos (collectively, the “Atomyze Trademarks”) used and displayed on the Site are Atomyze's registered and/or unregistered trademarks or service marks. Any other product and service names located on any part of the Services and Site may be trademarks or service marks owned by third parties (collectively with the Atomyze Trademarks, the “Trademarks”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Atomyze or the applicable third party, Atomyze's or a third party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks, or for any reason. You may not use any Trademarks as part of a link to or from any website without Atomyze's prior express written consent. All goodwill generated from the use of any Atomyze Trademark will inure solely to Atomyze's benefit.
- d. Restrictions. Atomyze hereby reserves all rights not expressly granted to you in this Section 3. Accordingly, nothing in this Agreement or on the Site will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Site, Service, or any Atomyze Content or Trademarks located or displayed on or within the Site or Service.

4. Content

- a. General. Certain features on the Site may allow you to submit or upload (collectively, “Submit”) content to the Site or you may otherwise directly or indirectly provide content

to Atomyze, such as User profile content or other materials subject to intellectual property or similar laws (“User Content”). For all User Content that you Submit, you hereby grant us (and those third parties we work with) a worldwide license to use, exploit, host, store, transmit, reproduce, modify, create derivative works of (such as those resulting from changes we make so that your User Content works better with our Site), publish, publicly perform and display and distribute such content; provided that we will not share with other Users any User Content that you Submit that is not viewable by other Users based on any privacy settings available on the Site. The rights you grant in this section are for the purpose of operating, promoting, and improving our Site and Service and this license continues even if you stop using our Site.

- b. You Must Have Rights to the Content You Submit. You represent and warrant that: (i) you own the User Content Submitted by you or otherwise have the right to grant the license set forth in this Agreement; (ii) the Submission of your User Content and the use of the same as contemplated in this Agreement does not and will not violate any right of any third party; (iii) the Submission of your User Content will not require us to pay any amounts or provide any attribution to any third parties; and (iv) the Submission of your User Content does not result in a breach of contract between you and a third party.
- c. Disclaimer. We are under no obligation to edit or control User Content that you Submit, and will not be in any way responsible or liable for User Content. Atomyze may, however, at any time and without prior notice, screen, remove, edit or block any User Content that in our sole judgment violates this Agreement or is otherwise objectionable, such as, without limitation, User Content that Atomyze determines is or could be interpreted to be abusive, bigoted, defamatory, harassing, harmful, infringing, obscene, offensive, pornographic, racist, threatening, unlawful, vulgar or otherwise inappropriate (collectively, “Objectionable Content”). Further, we may, in our sole discretion, take any action we deem necessary and/or appropriate against any User who Submits Objectionable Content, including, but not limited to, warning the User or suspending or terminating the User’s Account.

5. Notice and Procedure for Making Claims of Intellectual Property Infringements

- a. Respect of Third-Party Rights. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material appearing on the Site, then you may contact our designated agent at the following address:

Atomyze
ATTN: Legal Department
1 LaFayette Place, Suite 205, Greenwich CT 06830
Email: legal@atomyze.us

Any notice alleging that materials hosted by or distributed through the Site infringe intellectual property rights (“Notification of Claimed Infringement”) must include the following information:

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - ii. a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - iii. a description of the material that you claim is infringing and where it is located on the Site;
 - iv. your address, telephone number and email address;
 - v. a statement by you that you have a good faith belief that the use of the materials on the Site of which you are complaining is not authorized by the copyright owner, its agent or the law; and
 - vi. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- b. Repeat Infringer Policy. Atomyze's intellectual property policy is to: (i) remove or disable access to material that Atomyze believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Site; (ii) remove any User Content Submitted by Users who are determined to be “repeat infringers”; and (iii) promptly terminate the Accounts of repeat infringers. Atomyze currently considers a “repeat infringer” to be any User that has Submitted User Content and for whom Atomyze has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content. Atomyze has discretion, however, to terminate the Account of any User after receipt of a single Notification of Claimed Infringement (as defined in Section 5.a) or upon Atomyze's own determination.

6. Restrictions on Use of the Site

- a. Without limiting any other terms of this Agreement, you agree not to (and not to attempt to):
 - i. decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Site;
 - ii. use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or Site, or any activity conducted thereon;
 - iii. delete or alter any material Atomyze makes available on the Site;
 - iv. frame or link to any of the materials or information available on the Site;
 - v. use or exploit any Trademarks or Atomyze Content in any manner that is not expressly authorized by this Agreement;
 - vi. access, tamper with or use non-public areas of the Site, Atomyze's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Atomyze's providers;
 - vii. provide any false information to Atomyze;

- viii. create a false identity or impersonate another person or entity in any way;
 - ix. restrict, discourage or inhibit any person from using the Site;
 - x. use the Site, without Atomyze's prior express written consent, for any unauthorized purpose;
 - xi. gain unauthorized access to the Site, other Users' Accounts or to other computers or websites connected or linked to the Site or Service;
 - xii. transmit to the Site any virus, worm, spyware, malware, ransomware, or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Site or Services or communications equipment and computers connected thereto;
 - xiii. violate any federal, state or local laws or regulations or the terms of this Agreement;
or
 - xiv. assist or permit any person in engaging in any of the activities described above.
- b. It is Atomyze's policy to comply with all facially valid subpoenas, court orders or binding orders issued to it by law enforcement agencies and other government authorities. This may affect your access to your account, your funds and our services to you. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable law and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

7. External Sites

The Site may contain links to other websites or other online properties that are not owned or controlled by Atomyze (collectively, "External Sites"). Atomyze does not make any representations regarding the content, function or accuracy of any materials on External Sites. You should contact the site administrator or webmaster for External Sites if you have any concerns regarding content located on those External Sites. You should take precautions when downloading files from all websites to protect your devices from viruses and other destructive programs. If you decide to access any External Sites, then you do so at your own risk. Further, you will be solely responsible for compliance with any terms of service or similar terms imposed by any External Site in connection with your use of External Sites.

8. Feedback

If you choose to provide us with input or suggestions regarding problems with or proposed modifications or improvements to the Site or Services ("Feedback"), then you hereby grant to us a non-exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), worldwide and royalty-free right to use and exploit the Feedback in any manner and for any purpose without any restriction, credit, attribution or fees due to you.

9. Dispute Resolution

- a. General. In the interest of resolving disputes between you and Atomyze in the most expedient and cost-effective manner, you and Atomyze 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 or Services, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether a claim arises during or after any subsequent updates to or after the termination of this Agreement. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ATOMYZE 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 9.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 Atomyze will be governed by the Federal Arbitration Act and be finally settled in binding arbitration, on an individual basis, in accordance with the JAMS rules for arbitration of consumer-related disputes (accessible at <https://www.jamsadr.com/rules-comprehensive-arbitration/>) and you and Atomyze hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement and the 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”). Atomyze's address for Notice is by email at legal@atomyze.us. 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 agree to 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 Atomyze may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Atomyze must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
- e. Fees. Any arbitration hearing will take place at a location to be agreed upon in Greenwich, Connecticut, 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; or (ii) through a non-appearance based telephone hearing. 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 JAMS Rules.

In that case, you agree to reimburse Atomyze for all monies previously disbursed by it that are otherwise your obligation to pay under the JAMS 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 ATOMYZE 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 Atomyze 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 Atomyze makes any future change to this arbitration provision, other than a change to Atomyze's address for Notice, then you may reject the change by sending us written notice within 30 days of the change to Atomyze'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 Atomyze.
- h. **Enforceability.** If any part of this Section 9 is found to be unenforceable it will not affect the validity of the remaining provisions of this Section 9, which will remain in full force and effect.

10. Limitation of Liability and Disclaimer of Warranties

THE TERMS OF THIS SECTION 10 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

- a. ATOMYZE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE SITE OR ANY CONTENT THEREON OR THE SERVICES. ACCORDINGLY, THE SITE AND ALL CONTENT THEREON AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND ATOMYZE HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.
- b. WITHOUT LIMITING SECTION 10.a, ATOMYZE MAKES NO WARRANTY THAT THE SITE, SERVICES, OR ANY CONTENT THEREON ARE FREE OF ERRORS, COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE

FEATURES. IF YOUR USE OF THE SITE, SERVICES, OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THEN ATOMYZE WILL NOT BE RESPONSIBLE FOR THOSE COSTS.

- c. IN NO EVENT WILL ATOMYZE BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE SITE, SERVICE, AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ATOMYZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ATOMYZE'S LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING FROM THIS AGREEMENT IS LIMITED TO U.S. \$100.
- d. THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS IN INFORMATION OR MATERIALS ON THE SITE OR SERVICES, AND ATOMYZE MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION OR MATERIALS. ATOMYZE PROVIDES NO GUARANTEES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. ATOMYZE HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OR MATERIALS CONTAINED ON THE SITE OR SERVICES.
- e. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ATOMYZE OR OTHERWISE THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

11. Third Party Disputes

ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY, INCLUDING OTHER USERS, IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICES IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY IRREVOCABLY RELEASE ATOMYZE FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

12. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless Atomyze from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (a) your breach of this Agreement; or (b) your access to, use or misuse of the Atomyze Content, Trademarks or any part of the Site or Services; or (c) any false, inaccurate or misleading information you provide to Atomyze. Atomyze will provide notice to you of any such claim, suit or proceeding. Atomyze reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter which is subject to

indemnification under this section at your sole expense if Atomyze believes that you are unwilling or incapable of defending Atomyze's interests. In such case, you agree to cooperate with any reasonable requests assisting Atomyze's defense of such matter at your sole expense. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver by any User of any of his, her or its legal rights under applicable U.S. federal laws or any other laws whose applicability is not permitted to be contractually waived.

13. Term and Termination of the Agreement

- a. Term. As between you and Atomyze, the term of this Agreement commences on your first use of the Site or Services and continues until you cease to use the Services or the termination of this Agreement by Atomyze.
- b. Suspension, Termination and Cancellation. You may terminate this Agreement by sending written notification to us at info@atomyze.us and terminating your use of the Site and Services. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to all or any part of the Site or Service, or to terminate this Agreement at any time without prior notice or liability if you breach any provision of this Agreement or violate the rights of any third party on or through the Site. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.
- c. Survival. Sections 1.b, 3, 4, 5.a, 6, 7, 8, 9, 10, 11, 13.c, 14 and 15 and all defined terms used therein will survive the termination of this Agreement indefinitely.

14. Consent to Electronic Communications

By using the Site, you consent to receiving certain electronic communications from us as further described in the Privacy Policy.

15. Miscellaneous

This Agreement is governed by the internal substantive laws of the State of Connecticut without respect to its conflict of laws provisions. You agree that no joint venture, partnership, employment or agency relationship exists between you and Atomyze as a result of this Agreement or use of the Site or Services. If any provision of this Agreement is found to be invalid by any court or arbitrator having competent jurisdiction, then the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. Failure of Atomyze to act on or enforce any provision of this Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against Atomyze unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. This Agreement constitutes the entire agreement between you and Atomyze with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter hereof. The Section headings are provided merely for convenience and will not be given any legal import. This Agreement will inure to the benefit of our successors and assigns. You may not assign this Agreement or any of the rights or licenses granted hereunder without the prior express written consent of Atomyze. "Assignment" as used in the prior sentence includes any changes of control or sale of stock or assets of any Organization. Atomyze may assign this Agreement, including all

its rights hereunder, without restriction. You acknowledge and agree that you have had the opportunity to consult legal counsel in connection with this Agreement even if you chose not to do so, and this Agreement will not be construed against you or Atomyze as drafter.

16. Disclaimer

Trading financial products involves significant risk and can result in the loss of your invested capital. You should not invest more than you can afford to lose and should ensure that you fully understand the risks involved. Before trading, please take into consideration your level of experience, investment objectives, and seek independent financial advice if necessary. It is your responsibility to ascertain whether you are permitted to use the services of Atomyze based on the legal requirements in your country and/or state of residence.

The information on this site is not directed at residents of any country or jurisdiction where such distribution or use would be contrary to local law or regulation.