

DOLLARIZE TERMS OF SERVICE

Updated as of May 17, 2022

These terms of service (these “Terms of Service”) define the relationship between Dollarize, Inc. and its Affiliates (as defined below) including, without limitation, Dollarize Financial Inc. (“Dollarize Financial”) (collectively, “Dollarize,” or “We,” “Our,” or “Us”) and You, the person accessing the Dollarize website located at www.dollarize.me (the “Site”) and/or registering to use Our Services (“You” or “Your”). You may use the Services (defined below) only if You can form a binding contract with Us and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions, and only if You have read these Terms of Service, and accept, understand and will be bound by such terms and conditions. If You are accepting these Terms of Service on behalf of a company, organization, government, or other legal entity, You represent and warrant that You are authorized to do so. If You cannot confirm the foregoing, then You must not accept these terms of use and may not use the Site or Services. You may use the Site and Services only in compliance with these Terms of Service and all applicable laws and regulations.

We may amend these Terms of Service at any time by posting the revised Terms of Service on the Site. We may terminate these Terms of Service at any time by suspending or terminating access to the Site and/or Services and/or notifying You. You can see when these Terms of Service Were last revised by referring to the “Updated” legend above. Your continued use of the Site or Services after We have posted revised Terms of Service signifies Your acceptance of such revised Terms of Service. No amendment or modification of these Terms of Service will be binding unless posted by Us.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

ELIGIBILITY

You must be eighteen (18) years or older in order to use the Site and Services. By agreeing to these Terms of Service, You certify that You meet the legal age of majority (18).

SERVICES

Our Services consist of investment advisory services and money transmitter services (collectively, the “Services”). Our Services are subject to Your agreement to one or more written agreements (“Customer Agreements”) with Us, as amended from time to time, and which are available in the [Disclosures and Agreements Library \[https://www.dollarize.me/en/legal.aspx\]](https://www.dollarize.me/en/legal.aspx) section of the Site. Our Services require You to open one or more accounts via the Site.

Investment advisory services are provided by Dollarize Inc., an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”) (CRD# [305285 \[https://adviserinfo.sec.gov/firm/summary/305285\]](https://adviserinfo.sec.gov/firm/summary/305285)). Dollarize Inc. provides investment advisory services with respect to investment accounts designated to its management (“Investment Accounts”). Brokerage and custodial services for Investment Accounts are provided by Alpaca Securities, LLC (“Alpaca Securities”), an SEC registered broker-dealer and member of The Financial Industry Regulatory Authority, Inc. (“FINRA”) and member of the Securities Investor Protection Corporation (“SIPC”). Trading services for cryptocurrency are provided by Alpaca Crypto, LLC (“Alpaca Crypto”). Alpaca Crypto is not a member of SIPC. Alpaca Securities and Alpaca Crypto (collectively, “Alpaca”) are not affiliated with Dollarize.

Certain of the services offered through the Platform are provided by Dollarize’s affiliates, including (but not limited) to Dollarize Financial or independent third-parties, including (but not limited to) Circle Internet Financial, LLC (“Circle”) and Nexo Financial LLC (“Nexo Financial”).

The Digital Dollar Account (together with the Investment Account(s), each an “Account,” and collectively, the “Accounts”) is provided by Circle. Dollarize establish a Digital Dollar Account with Circle on Your behalf. You understand that You are not able to hold United States Dollars in Your Digital Dollar Account, but rather are only be able to hold USDC (as further detailed below). Various funds transfer functionalities are provided by Dollarize Financial. Dollarize Financial is registered as a Money Service Business with the Financial Crimes Enforcement Network (“FinCEN”), a bureau of the United States Department of the Treasury (MSB Registration Number: [31000186033948 \[https://www.fincen.gov/msb-state-selector\]](https://www.fincen.gov/msb-state-selector)).

We are always working on new ways to improve Our Services. We reserve the right to modify or change Our Site, or any of the Services, temporarily or permanently, with or without notice to You, and We are not obligated to support or update the Site or any Services. You acknowledge and agree that We shall not be liable to You or any third party in the event that We exercise Our right to modify, change or discontinue the Site or any Services. If You decide to engage us to perform Services, You must enter into one or more Customer Agreements with Us and, in certain circumstances, separate written agreements with unaffiliated third-parties such as Alpaca. You acknowledge and agree that, if You open an Account and any term in these Terms of Service conflicts with the relevant Customer Agreements, the Customer Agreements shall control over these Terms of Service with respect to, and to the extent of, such conflicts.

REGISTRATION

“Visitors,” as the term implies, are people who do not register for an Account with Us, but want to explore the public areas of the Site and Services. No login is required for Visitors. Visitors can: (i) view and access all publicly-available features and functionality on the Site and Services; (ii) subscribe to communications from Us; and/or (iii) email Us.

Certain features of the Site and Services may require You to open an Account and set up a profile, providing certain personally-identifiable information, including but not limited to Your name, Your social security number or other tax identification number, Your address, Your email address, and certain information about Your financial situation and risk preferences (collectively, “Customer Information”). We reserve the right to restrict certain areas of information on the Site and Services to registered users. You agree that You will maintain and promptly update Your Customer Information to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect such, We reserve the right to terminate Your Account and refuse any and all current or future use of the Site and Services by You. We are committed to Your privacy, and Our privacy policy (the “Privacy Policy [https://www.dollarize.me/legal/dollarize_privacy.pdf]”), the terms of which are incorporated herein, explains the policies put in place and used by Us to protect Your Customer Information and Your privacy as You visit and use the Site and use Our Services. You are solely responsible for maintaining the confidentiality of Your member name and password. You agree to notify Us immediately of any unauthorized use of Your member name, password, or Accounts. We will not be responsible for any losses arising out of the unauthorized use of Your Accounts and You agree to indemnify and hold harmless Dollarize and Our managing members, officers, equity holders, employees, partners, parents, subsidiaries, agents, and licensors, as applicable, for any improper, unauthorized or illegal uses of Your Accounts and as otherwise set forth in these Terms of Service.

CONTENT AND MATERIALS

The Site and Services may contain material including, without limitation, text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork, algorithms, functionalities,

features and computer code, including but not limited to design, structure, “look and feel” and arrangement of the content available on the Site (“Content”). The Content is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws (both U.S. and foreign laws), and unauthorized use of the Content may violate such laws.

You may view all Content for Your own personal, non-commercial use. No other use is permitted without the prior written consent of Dollarize. Dollarize and Our licensors retain all right, title, and interest, including all intellectual property rights, in and to the Site, the Services, and the Content including all software therein, components thereof, and improvements and enhancements thereto. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited. Elements of the Site and Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without Our express, written consent for each and every instance. If You violate any part of these Terms of Service, Your permission to access the Content and the Site and Services automatically terminates and You must immediately destroy any copies You have made of the Content.

The trademarks, service marks, and logos of Dollarize (the “Dollarize Trademarks”) used and displayed on the Site and Services are registered and unregistered trademarks or service marks of Dollarize. Other company, product, and service names located on the Site and Services may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Dollarize Trademarks, the “Trademarks”). Nothing on the Site or Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without Our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Us in writing. All goodwill generated from the use of Dollarize Trademarks inures to Our benefit.

PERMITTED USES

Subject to the provisions in these Terms of Service, You may use the Site and Services for non-commercial purposes to: (i) learn about Our Services, Our investment advisory strategies, methods, and algorithms, the portfolios We have developed, and the securities that comprise those portfolios; (ii) enter into Customer Agreements; (iii) open one or more Accounts; (iv) obtain investment advice in accordance with the terms and conditions of the relevant Customer Agreement; (v) select a portfolio among the various portfolios We develop; (vi) modify Your selected portfolio and Your selection among the portfolios to the extent provided in the relevant Customer Agreement; (vii) initiate Transaction requests; (viii) access statements and confirmations regarding Transactions in connection and the value of the funds in Your Account(s); (ix) access and print or download copies of the current version of these Terms of Service, the Customer Agreements, and other documentation relating to the Services; and (x) make such other use of the Site and Services as We may expressly permit from time to time. Subject to these Terms of Service, We hereby grant You a personal, nontransferable, nonexclusive, non-sublicensable license to access and use the user interface of the Site and the Services and Content in accordance with these Terms of Service, and for no other purpose.

PROHIBITED USES

You may not use the Site or Services for illegal or unlawful or malicious activities, or for activities that We deem improper for any reason whatsoever in Our sole judgment, including, without limitation, the laundering of proceeds of any unlawful activity, the financing of terrorism, the commission of fraud or

market manipulation, the harassing or making disparaging comments to any user of the Site or Services. We reserve the right to take preventative or corrective actions to protect Dollarize and Our users. Your use of the Site and Services is conditioned in part on Your compliance with the rules of conduct provided herein, and Your failure to comply may result in termination of Your access to and use of the Site and Services and liability for damages caused by Your noncompliance. In addition to the foregoing, while using the Site and Services, You may not, except as may be expressly set forth above under “Permitted Uses” (a) impersonate any person or entity, falsely state or otherwise misrepresent Your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten or otherwise violate the rights of others, including without limitation others’ privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another user’s Account without permission, or solicit another user’s login information; (d) transmit any software or materials that contain any viruses, worms, Trojan horses, defects, or other items of a destructive nature; (e) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or Services; (f) “frame” or “mirror” any portion of the Site or Services; (g) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or Services; (h) harvest or collect information about or from other users of the Site or Services; (i) use the Site or Services for any illegal activity; (j) probe, scan or test the vulnerability of the Site or Services, nor breach the security or authentication measures on the Site or Services, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Services, such as a denial of service attack; (k) send or otherwise post unauthorized commercial communications (such as spam); (l) engage in unlawful multi-level marketing, such as a pyramid scheme; (m) post content that is hateful, threatening or pornographic, incites violence, or contains nudity or graphic or gratuitous violence; (n) access or use any portion of the Content if You are a direct or indirect competitor of Dollarize, or provide, disclose or transmit any portion of the Content to any direct or indirect competitor of Dollarize; (o) use or distribute any Content, including Content that has been verified or confirmed by You or anyone else, to directly or indirectly create or contribute to the development of any database or product; or (p) facilitate or encourage any violations of this Section.

COMMUNICATIONS WITH AND SUBMISSIONS TO US

Although We encourage You to e-mail Us, We do not want You to, and You should not, e-mail Us any content that contains confidential information. With respect to all e-mails and communications You send to Us, including, but not limited to, ratings, feedback, questions, comments, suggestions, and the like, We shall be free to use any ratings data, ideas, concepts, know-how, or techniques contained in Your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to You.

WARRANTIES, INDEMNIFICATION, DISCLAIMERS AND LIMITATIONS OF LIABILITY

You represent and warrant to Dollarize that (a) all information, including, without limitation, Customer Information, that You provide to Us is accurate and truthful, (b) You have the authority to share Customer Information with Us and to grant Us the right to use Customer Information as provided in these Terms of Service and Privacy Policy, and (c) Your acceptance and use of the Site and Services pursuant to these Terms of Service does not violate any applicable law or other contract or obligation to which You are a party or are otherwise bound.

You agree to defend, indemnify, and hold Us and Our Affiliates and Our and their respective officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation,

reasonable legal and accounting fees, arising or resulting from: (i) Your breach of these Terms of Service; (ii) Your misuse of the Site, Services, or Content; and/or (iii) Your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to You of any such claim, suit, or proceeding and shall assist You, at Your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at Your expense) of any matter that is subject to indemnification under this section. In such case, You agree to cooperate with any reasonable requests assisting Our defense of such matter. As used in these Terms of Service, “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise

YOU ACKNOWLEDGE THAT DOLLARIZE DOES NOT REPRESENT OR WARRANT THAT THE SITE, SERVICES, CONTENT, OR ANY OTHER DATA OR INFORMATION PROVIDED THROUGH THE SITE OR SERVICES WILL BE ACCURATE OR COMPLETE.

THE SITE, SERVICES, AND CONTENT, AND ALL RESPECTIVE PARTS OF EACH OF THE FOREGOING, ARE PROVIDED “AS IS”, “WITH ALL FAULTS”, AND “AS AVAILABLE”. WE AND OUR THIRD PARTY SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “DOLLARIZE PARTIES”) HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WITH RESPECT TO THE SITE, SERVICES, AND CONTENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SITE, SERVICES, AND CONTENT, AND ALL RESPECTIVE PARTS OF EACH OF THE FOREGOING, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE SITE, SERVICES, AND CONTENT, AND ALL RESPECTIVE PARTS OF EACH OF THE FOREGOING CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY DOLLARIZE PARTY AND (5) THAT ACCESS TO OR USE OF THE SITE, SERVICES, AND CONTENT, AND ALL RESPECTIVE PARTS OF EACH OF THE FOREGOING WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE SITE, SERVICES, AND CONTENT, AND ALL RESPECTIVE PARTS OF EACH OF THE FOREGOING IS AT YOUR OWN RISK. DOLLARIZE RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE AND SERVICES OR ANY FEATURE OR PART THEREOF AT ANY TIME. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT.

THE SITE, SERVICES, AND THE CONTENT MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH ERRORS LISTED THEREIN. WE HAVE NO OBLIGATION TO REVIEW OR VET ANY CONTENT OR MATERIALS, OR TO UPDATE ANY CONTENT OR MATERIALS. WE DO NOT ADVISE ON THE TAX CONSEQUENCES OF ANY INVESTMENT. TO THE EXTENT THAT PAST PERFORMANCE IS AVAILABLE THROUGH THE SITE OR SERVICES, PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS, AND NO REPRESENTATION IS BEING MADE THAT ANY INVESTMENT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE ACHIEVED IN THE PAST, OR THAT SIGNIFICANT LOSSES WILL BE AVOIDED.

PLEASE REMEMBER THAT DIFFERENT TYPES OF INVESTMENTS INVOLVE VARYING DEGREES OF RISK, AND THERE CAN BE NO ASSURANCE THAT THE FUTURE

PERFORMANCE OF ANY SPECIFIC INVESTMENT OR INVESTMENT STRATEGY (INCLUDING THOSE UNDERTAKEN OR RECOMMENDED BY DOLLARIZE), WILL BE PROFITABLE OR EQUAL ANY HISTORICAL PERFORMANCE LEVEL(S). IN MAKING AN INVESTMENT DECISION, YOU MUST RELY ON YOUR OWN EXAMINATION OF THE INVESTMENT AND THE TERMS OF THE OFFERING. YOUR USE OF THE SITE, OUR SERVICES, AND THE CONTENT IS AT YOUR OWN DIRECTION AND YOUR OWN RISK.

THE SITE AND SERVICES MAY CONTAIN CERTAIN “FORWARD-LOOKING STATEMENTS,” WHICH MAY BE IDENTIFIED BY THE USE OF SUCH WORDS AS “BELIEVE,” “EXPECT,” “ANTICIPATE,” “SHOULD,” “PLANNED,” “ESTIMATED,” “POTENTIAL,” AND OTHER SIMILAR TERMS. ALL ARE SUBJECT TO VARIOUS FACTORS, INCLUDING, BUT NOT LIMITED TO GENERAL AND LOCAL ECONOMIC CONDITIONS, CHANGING LEVELS OF COMPETITION WITHIN CERTAIN INDUSTRIES AND MARKETS, CHANGES IN INTEREST RATES, CHANGES IN LEGISLATION OR REGULATION, AND OTHER ECONOMIC, COMPETITIVE, GOVERNMENTAL, REGULATORY AND TECHNOLOGICAL FACTORS AFFECTING OUR OPERATIONS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM PROJECTED RESULTS.

YOUR RELIANCE UPON THE INFORMATION AVAILABLE ON THE SITE AND SERVICES, AND YOUR INTERACTIONS WITH THIRD PARTIES IDENTIFIED THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK. YOUR INTERACTIONS WITH OTHER USERS OR ADVERTISERS, INCLUDING PAYMENT AND DELIVERY OF GOODS OR SERVICES, AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE OTHER PERSON OR ENTITY, AND YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR WITH RESPECT TO ANY OTHER PERSON’S OR ENTITY’S USE OR DISCLOSURE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. IF THERE IS A DISPUTE BETWEEN YOU AND ANY THIRD PARTY, WE ARE UNDER NO OBLIGATION TO BECOME INVOLVED, AND YOU AGREE THAT YOU WILL MANAGE ANY SUCH DISPUTE OR DISAGREEMENT DIRECTLY, AND THAT YOU WILL NOT MAKE ANY CLAIMS AGAINST US WITH RESPECT TO PRODUCTS OR SERVICES PURCHASED THROUGH YOUR USE OF THE SITE OR SERVICES.

IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR CUSTOMER AGREEMENTS, IF APPLICABLE, YOU CONSENT TO NOTICES AND OTHER COMMUNICATIONS DELIVERED BY ELECTRONIC MEANS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE DEVICES AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. WE DO NOT GUARANTEE THE SITE OR SERVICES WILL BE OPERABLE AT ALL TIMES. WE RESERVE THE RIGHT TO DO ANY OF THE FOLLOWING, AT ANY TIME, WITHOUT NOTICE: (1) TO MODIFY, SUSPEND OR TERMINATE OPERATION OF OR ACCESS TO THE SITE AND SERVICES, OR ANY PORTION OF THE SITE OR SERVICES; (2) TO MODIFY OR CHANGE THE SITE OR SERVICES, OR ANY PORTION OF THE SITE OR SERVICES, AND ANY APPLICABLE POLICIES OR TERMS; AND (3) TO INTERRUPT THE OPERATION OF THE SITE AND/OR PROVISION OF SERVICES, OR ANY PORTION OF THE SITE OR SERVICES, AS NECESSARY TO PERFORM ROUTINE OR NON-ROUTINE MAINTENANCE, ERROR CORRECTION, OR OTHER CHANGES.

THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THESE TERMS OF SERVICE.

TO THE MAXIMUM PERMITTED UNDER LAW, IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) IN NO EVENT SHALL DOLLARIZE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, THE SERVICES, OR THE CONTENT, WITH THE DELAY OR INABILITY TO ACCESS OR USE THE SITE OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, SOFTWARE, PRODUCTS AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OR ACCESS OF THE SITE OR SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) ANY DIRECT DAMAGES NOT ATTRIBUTABLE TO PERSONAL INJURIES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SITE, THE SERVICES, THE CONTENT, OR ANY PORTION THEREOF SHALL BE LIMITED TO THE FEES PAID BY YOU UNDER THE APPLICABLE CUSTOMER AGREEMENTS DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR, TO THE EXTENT NO CUSTOMER AGREEMENT EXISTS OR PROVIDES FOR ANY FEES, \$100. ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES, OR THE CONTENT MUST BE BROUGHT BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

SOME JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

LINKS TO OTHER SITES

The Site and Services contain links to other independent third-party websites, and We provide links to third-party websites as part of the Services (in all cases “Linked Sites”). These Linked Sites are provided solely as a convenience to You and based upon Your Customer Information or the Content You elect to view. Such Linked Sites are not under Our control, and We are not responsible for and do not endorse the content of such Linked Sites, including any products, information or materials contained on such Linked Sites. You will need to make Your own independent judgment regarding Your interaction with these Linked Sites. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of third party websites, including, without limitation, Linked Sites and websites linking to the Site. You should review applicable terms and policies, including privacy and data gathering practices, of third party websites, and should make whatever investigation You feel necessary or appropriate before proceeding with any transaction with any third party.

COMPLIANCE WITH APPLICABLE LAWS

The Site and Services are based in the United States. We make no claims concerning whether any Content may be downloaded, viewed, or be appropriate for use outside of the United States. If You access the Site or Services from outside of the United States, You do so at Your own risk. Whether inside or outside of the United States, You are solely responsible for ensuring compliance with the laws of Your specific jurisdiction.

GOVERNING LAW, INTERPRETATION

These Terms of Service are governed by the laws of New York without regard to conflicts of laws principles. Access to and use of the Site and Services are unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Service shall continue in effect. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as otherwise specified in these Terms of Service, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email. Notices to Us must be sent in writing to the following address: 195 Montague St, 14th Fl, Brooklyn, NY 11201 or via email addressed to: legal@dollarize.me and notices to You will be sent to the email address You provide to Us, which addresses may be updated from time to time upon written notice to the other party. The Site, Services, Content, other technology We may make available, and derivatives thereof may be subject to laws and regulations of the United States and other jurisdictions. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise. We may assign Our rights and privileges under these Terms of Service (including Your user registration), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Our assets, or in connection with a change in control. Subject to the foregoing, these Terms of Service shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

RELATIONSHIP OF THE PARTIES

You agree that no joint venture, partnership, employment, or agency relationship exists between You and Dollarize as a result of these Terms of Service or accessing or using the Site, Services, or their respective contents. Our performance under these Terms of Service is subject to existing laws and legal process, and nothing contained in these Terms of Service is in derogation of Our right to comply with governmental, court and law enforcement requests or requirements relating to Your access to or use of the Site, Services, or information provided to or gathered by Us with respect to such use.

BINDING ARBITRATION

In the event of a dispute arising under or relating to these Terms of Service, the Content, the Site, or the Services (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant

to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's 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. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where You reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in the Section entitled "Equitable Relief" below, nothing in these Terms of Service will prevent Us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Our proprietary interests.

CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between Us and You individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of Our intellectual property rights and confidential and proprietary information by You, We will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Service. We may, without waiving any other remedies under these Terms of Service, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect Our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by Us.

Questions? Contact us at legal@dollarize.me.