

# Terms of Service

*Last Updated February 5, 2018*

Ambisafe Software Inc. (hereinafter referred as the "Ambisafe", "we", "our" or "us") as an administrator of the Website (as defined below) adopts these Terms of Service (hereinafter referred as the "Terms") that specifies User's (as defined below) rights and obligations and constitute a legally binding Agreement for both parties. These Terms affect User's rights and impose certain obligations while using the Website, so the User must read them carefully. By creating an Account (as defined below) or using the Services (as defined below), User agrees to be legally bound by these Terms of Service and all Terms incorporated by reference.

## **1. Interpretation.**

**1.1 Definitions.** The following terms used in these Terms have the following meanings:

**"Account"** Database entry that contains personal information of the User, as well as Orders, payment history, Products and Associated Services requested or purchased, and allows User to access the Products and Services.

**"Agreement"** These Terms of Service, in their entirety, as well as any other agreements referenced herein.

**"Ambisafe"** The legal entity incorporated as Ambisafe Software Inc., at the address 360 Pine Street, Suite 700, San Francisco, California 94104.

**"API"** Application Programming Interface.

**"Communication"** Includes the Terms of Service and Privacy Policy, and updates to these agreements and policies, as well as: documents; receipts; legal and regulatory disclosures; legal and regulatory statements; agreements; Account details and history; confirmations; Order information; and responses to claims, complaints, or customer support inquiries filed in connection with the User's Account.

**"Content"** Materials or information on the Website, including, but not limited to the Intellectual Property, information posted through the Services, downloaded material, and Communications.

**"Fees"** Fees payable to Ambisafe for purchasing the Products and Associated Services, as well as for use of the Services.

**"Order"** A request to purchase Ambisafe's Products or Associated Services on the specified terms made through the Website.

**"Privacy Policy"** Refers to the Privacy Policy available at <https://www.ambisafe.com/privacy-policy/>.

**“Products and Associated Services”** Refers to the Asset Manager (ex. Master Wallet), Assigner, Blockchain Explorer, Broadcaster, Supernode, Ether Sweeper, ETokenD, Keyserver, Keystore, Mobile Wallet, Offchain Server, Notificator, Supernode, Transaction History, Valve, Web Wallet, and ICO Investor’s wallet.

**“Prohibited Use”** As defined in Section 8.

**“Restricted Locations”** – Includes Cuba, Crimea Region of Ukraine, Dubai, Iran, Lebanon, Libya, North Korea, Somalia, Sudan, and Syria.

**“Services”** The Services available on the Website include the following: creating an Account; submitting Orders and purchasing Products and Associated Services; providing payment information; and accessing the purchased Products and Associated Services.

**"Terms"** These Terms of Service as amended by Ambisafe are available at <https://www.ambisafe.com/terms>.

**"Transaction"** Purchase of Ambisafe’s Products or Associated Services.

**"User"** An individual or a corporate representative who uses the Website, agrees to the Terms of Service and Privacy Policy, and is a holder of an Account.

**"Website"** Collection of information, texts, graphic elements, design, pictures and other intellectual property, as well as the software in the information system available on the Internet at a domain address <http://ambisafe.com>.

**“You” or “Your”** refers to the User.

**1.2 – Headings.** The headings of the clauses of these Terms are for convenience and ease of reference only and shall not affect the meaning or interpretation of these Terms.

**1.3 – Governing Law.** The Terms shall be governed by and construed in accordance with the laws of the United States and the State of California, unless expressly stated otherwise herein. For the purpose of any judicial proceeding, you hereby submit to the jurisdiction of the state and federal courts sitting in San Francisco County, California, and agree to service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to it at the address set forth in Ambisafe’s records, or if no such address is provided, by email to the email address provided by the relevant party to Ambisafe in connection with its use of the Services.

You agree that any action you commence will be in the state or federal courts located in San Francisco County, California, and you hereby consent to and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts located in San Francisco County, California.

## **2. General Use.**

**2.1 – Scope of Services.** Ambisafe is a service provider and blockchain development company. The Website can be used for the purposes of obtaining information about Ambisafe’s Products and Associated Services, and accessing the Services. The Services allow all Users of the Website to create an Account, as well as order, configure and access the Products and Associated Services. Users may use the Website and its Services to place Orders, in compliance with all applicable laws, upon acceptance of these Terms and opening an Account.

An Ambisafe Account encompasses the following basic Ambisafe services:

- Allows Users to order, configure and access Ambisafe’s Products and Associated Services; and/or
- Allows Users to request quotes for licensing of products.

The User acknowledges and agrees that when completing Orders, he/she is providing payment information to Ambisafe and consents to Ambisafe providing such information to Stripe, Ambisafe’s third-party payment service provider.

**2.2 – Eligibility.** Ambisafe may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain U.S. states or foreign jurisdictions (“Restricted Locations”). To be eligible to use the Ambisafe Services, you as an individual User must be eighteen (18) years or older and have the capacity to contract under applicable law, or if the User is not individual, you must have the right and requisite power and authority to sign and enter into binding agreements for and on behalf of the User.

The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of all Services, products and Content of the Website. Ambisafe, as well as any other person, authorized by Ambisafe to administer the Website, shall not be held liable for any legal risks and disputes arising in the jurisdiction of User's residency.

You further represent and warrant that you: (a) have not previously been suspended or removed from using our Services; (b) entering into this Agreement will not violate any other agreement to which you are a party; (c) are not located in, under the control of, or a national or resident of any Restricted Locations or any country in which the United States has embargoed goods or services; (d) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these terms; (e) are not identified as a “Specially Designated National;” and (f) are not placed on the Commerce Department’s Denied Persons List.

**2.3 – License to Use the Service.** Upon these Terms of Service, Ambisafe hereby grants the User a non-exclusive, non-transferable limited license to access and use the Website and related Content, material, and information in strict accordance with the terms and conditions stated below. Any other use of the Ambisafe Website or its Content, material and information is expressly prohibited. All rights not expressly granted herein are fully reserved by Ambisafe, its advertisers and licensors.

### **3. Privacy Policy and Protection of Personal Information.**

**3.1 – Privacy Policy.** Please review our Privacy Policy available at <https://www.ambisafe.com/privacy-policy> to learn about how we collect, use and share your information. The Privacy Policy explains how Ambisafe treats your personal information and protects your privacy when you access Ambisafe and use the Services.

**3.2 – Amendments to Privacy Policy and Terms of Service.** Ambisafe may modify or update its Privacy Policy and these Terms from time to time, therefore we recommend you review this page and the Privacy Policy periodically. When we change the Privacy Policy or these Terms in a material manner, we will update the ‘last modified’ date at the top of the document and notify you that material changes have been made. Your continued use of the Service after any such change constitutes your acceptance of the new Privacy Policy and Terms. If you do not agree to any of these terms or any future Terms of Service or Privacy Policy, do not use or access (or continue to access) the Services.

### **4. Ambisafe Account.**

**4.1 – Creation and Registration of Account.** In order to use any of the Ambisafe Services, you must first register and create an Account with Ambisafe. The User shall open and maintain an Account by registering on the Website and providing your name, an email address, password, your company’s name, your company’s size, your address, and other Account information as defined below and affirm acceptance of the Terms and Privacy Policy. You agree to create a strong password that you do not use for any other website or online service. The registration and Account creation process is necessary to obtain access to certain pages of the Website, and the User shall select a proper email address and password. The User is entitled to use all functions of the Account upon completion of the verification procedure as described on the Website. However, Ambisafe may, in its sole discretion, refuse to allow you to establish an Ambisafe Account at any time.

The User agrees that he/she will not use any Account other than his/her own, or access the Account of any other User at any time, or assist others in obtaining unauthorized access. Ambisafe is vigilant in maintaining the security of the Website and the Services.

Moreover, Ambisafe is committed to providing a compliant and reputable Website. Accordingly, Ambisafe has implemented enhanced customer due diligence procedures in order to comply with “Know Your Customer” (KYC) requirements, as well as Anti-Money Laundering (“AML”) standards. Ambisafe will require all Users to provide certain identifiable information, which Ambisafe will verify through third-party providers.

**4.2 – Required Account Information.** The User shall provide Ambisafe with certain registration information, all of which must be accurate, truthful, and complete information: full name; email; company’s name; company’s size; date of birth; current address or principal place of business, including the country of residence; and credit card information (hereinafter “Account Information”). The credit card information you provide will be disclosed to Ambisafe’s third-party payment service provider, Stripe, who will collect, store, and process the information for each

purchase. In providing the Account information, the User shall not: select an email address already used by another person; use an email address in which another person has rights without such person's authorization; or use an invalid email address.

**4.3 – Identity Verification.** Identification and verification procedures (also known as “Know Your Customer” or (KYC)) may be implemented by Ambisafe. Under the KYC requirements, a User may be required to provide the Account Information listed above, as well as an identification number, such as a social security number, tax identification number or passport number, and government-issued identification or for entities forms that establish the legal existence of an entity. The information required under the KYC requirements will be verified by a third-party vendor, including, but not limited to, Onfido [<https://onfido.com>]. If the User refuses to provide the required documents and information, Ambisafe reserves the right to deny creation of an Account or immediately terminate Services provided to the User based on Ambisafe's inability to verify the authenticity of the registration information or request additional information and/or documents from the User.

In case the User provides counterfeit documents and false personal information, such behavior will be interpreted as a fraudulent activity. You hereby authorize Ambisafe to, directly or indirectly through third parties, make any inquiries Ambisafe considers necessary to check the relevance and accuracy of the information provided for verification purposes, as well as to protect against fraud, including to query identity information contained in public reports (e.g. your name, address, past addresses, or date of birth), to query account information associated with your other accounts, and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

See our Privacy Policy available at <https://www.ambisafe.com/privacy-policy> to learn more about how we treat your data.

**4.4 – Accuracy of Information and Account Maintenance.** By registering with Ambisafe, User agrees to provide Ambisafe with current, accurate, and complete information about him/her/itself as prompted by the registration process, and to keep such information updated. You agree to promptly update your Ambisafe Account information and maintain the security of your Account by protecting your password and restricting access to your Account. Promptly notify Ambisafe at [support@ambisafe.com](mailto:support@ambisafe.com) if you discover or otherwise suspect any security breaches related to your Account. Additionally, you agree to take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

**4.5 – Account Security.** The User is responsible for maintaining the confidentiality of information on the Account, including, but not limited to the password and email. The User is also responsible for maintaining adequate security and control of any and all passwords.

The User must take reasonable care to ensure that his/her email account(s) are secure and only accessed by the User, as his/her email address may be used to reset passwords or to communicate with User about the security of the Account. The User ensures the confidentiality of

its email address and password, and does not allow the use of this information without its consent. Any person that has used this information to login to the Website is considered to be acting as the agent of the User unless the User has informed Ambisafe of suspected unauthorized use of its email address and password. If any of the email addresses registered with User's Account are compromised, the User should without undue delay after becoming aware of this contact Ambisafe Support.

Irrespective of whether the User is using a public, a shared or his/her/its own computer to access the Account, the User must always ensure that his/her/its login details are not stored by the browser or cached or otherwise recorded. The User should never use any functionality that allows login details or passwords to be stored by the computer he/she is using. If the User has any security concerns about the Account, login details, passwords or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must contact Ambisafe Support by email at [support@ambisafe.com](mailto:support@ambisafe.com) without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of the Account, login details, password or other security features. Any undue delay in notifying Ambisafe may not only affect the security of the Account, but may result in the User being liable for any losses as a result.

If there is suspicious activity related to the User's Account, Ambisafe may request additional information from the User, including authenticating documents, and freeze the Account for the review time. The User is obligated to comply with these security requests, or accept termination of the Account. Ambisafe shall not be liable for the breach of an email account resulting in an unauthorized Order and payment processing executed with proper confirmation.

**4.6 – Insufficient Payment.** If the credit information you provide is insufficient or if the credit card is declined, your Account and access to the Services may be suspended.

## **5. Cancellation, Suspension or Termination of Account or Services.**

**5.1 – Cancellation or Refusal of Registration.** Ambisafe has the right, in its sole discretion, to refuse registration of or cancel your Account for any reason.

**5.2 – Suspension.** The creation or use of Accounts without obtaining Ambisafe's permission will result in the immediate suspension of all respective Accounts. Any attempt to do so or to assist others (Users or other third parties), or the distribution of instructions, software or tools for that purpose, will result in termination of such Users' Accounts. Termination is not the exclusive remedy for such violation, and Ambisafe may decide to take further action against the User.

Additionally, Ambisafe may, in our discretion and without liability to the User, with or without prior notice, suspend your access to all or a portion of your Services if you breach the Terms, any Force Majeure Event occurs, or any other event occurs that would make provisions of the Services commercially unreasonable for Ambisafe.

**5.3 – Termination.** Ambisafe reserves the right to terminate the User’s access to the Services, in our sole discretion, immediately and without notice, and delete or deactivate your Account and all related information and files in such Account without liability to you. If Ambisafe deletes your Account for any reason, you will lose all access to any information, connections, or other features that may have been associated with your Account. If User violates the Terms, Ambisafe may also pursue other remedies at law or in equity.

**5.4 – Additional Bases for Cancellation, Suspension, or Termination.** Ambisafe may suspend, restrict, or terminate your access to any or all of the Services, and/or deactivate or cancel your Account if: (a) Ambisafe is required by a facially valid subpoena, court order, or binding order of a government authority; (b) Ambisafe reasonably suspects you of using your Account in connection with a Prohibited Use; (c) use of your Account is subject to any pending litigation, investigation, or governmental proceeding and/or we perceive a heightened risk or regulatory non-compliance associated with your Account activity; (d) our service partners are unable to support your use; (e) you take any action that Ambisafe deems as circumventing Ambisafe’s controls, including, but not limited to, opening multiple Accounts, or abusing promotions which Ambisafe may offer from time to time; or (f) breach these Terms. You acknowledge that Ambisafe’s decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria. You agree that Ambisafe is under no obligation to disclose the details of its procedures with you, nor is it obligated to provide you notice if a court order or other legal process prohibits Ambisafe from providing you with such notice.

## **6. Orders.**

**6.1 – The Order.** The User acknowledges and agrees that when completing an Order, he or she is purchasing Ambisafe’s Products and/or Associated Services. Ambisafe allows Users to submit Orders to purchase Ambisafe’s Products or Associated Services at the price listed on the Website, which is set by Ambisafe. Once the Order is submitted, the User cannot cancel the Order.

**6.2 – Sufficient Funds.** An Order can be accomplished only if the credit card information provided is verified and processed. If the credit card provided is declined, the Order shall not be completed.

**6.3 – Refuse to Process Orders.** Ambisafe reserves the right to refuse to process any Order as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. Additionally, Ambisafe reserves the right to decline an Order in order to protect against unauthorized use of the Website, prevent money laundering, fraud, or other illegal activities, and ensure Ambisafe can verify the identity of the User, as well as the source of the funds, which ameliorates security of Ambisafe’s Website and Services. The User is solely responsible for paying any fees imposed by the credit card company, bank, or another third-party. Ambisafe shall not be responsible for refunding any transaction fees imposed by a third-party.

Ambisafe may be forced to cancel an Order at the request of financial institutions, including but not limited to banks. In such cases the User obliges to cooperate with Ambisafe in order to discover the reasons for such requests.

**6.4 – Conditions and Restrictions.** Ambisafe may impose any conditions or restrictions upon your Order request or use of the Services. Ambisafe has the right to decline User's Order and/or suspend User's Account.

**6.5 – Risk Disclosure.** You acknowledge and agree that you shall access and use the Services at your own risk. The User acknowledges that there are risks associated with utilizing an Internet-based system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Ambisafe shall not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when trading via the Services, howsoever caused.

## **7. Fees.**

**7.1 – User Fees.** The User agrees to pay Ambisafe the Fees for each completed Order and any additional Fees associated with use of the Products and Associated Services. However, Ambisafe reserves the right to change Fee rates from time to time.

**7.2 – Payment of Fees.** The User authorizes Ambisafe or Ambisafe's third-party payment service provider to charge the credit card you provide and deduct the costs and other associated Fees owed in connection with the Order you complete via the Service and the use of the Products and Associated Services.

**7.3 – Timing of Fee.** Fees shall be charged at the end of every month, unless the Fee is associated with issuing tokens or the User is informed otherwise.

**7.4 – Fee Changes.** The Fees, other charges, and the charge procedure can be changed by Ambisafe from time to time

**7.5 – Third-Party Fees.** The User is solely responsible for paying any fees imposed by a third-party provider, including, but not limited to, transaction fees applied by credit card companies or banks. All fees owed by the User to the third parties (including the financial institutions) are not covered by these Terms.

## **8. Prohibited Uses.**

**8.1 – General Prohibitions.** When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property, or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. The User is strictly forbidden from using the Account for any illegal purpose. Ambisafe will report any suspicious activity to the relevant law enforcement agency.

**8.2 – Unacceptable Uses.** You shall ensure that you do not use your Account or the Services in a manner relating to:

8.2.1 – Fraud, including any activity that operates to defraud Ambisafe, Ambisafe Users, or any other person by providing any false, inaccurate, or misleading information to Ambisafe;

8.2.2 – Ponzi, pyramid, or any other “get rich quick” schemes;

8.2.3 – Money laundering, terrorist financing, proliferation of weapons of mass destruction, explosive materials, or weapons of any kind;

8.2.4 – Illegal gambling activities, including, but not limited to, lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues with cash prizes, internet gaming, contests, sweepstakes, or games of chance;

8.2.5 – Any goods and services that are illegal or the promotion, offer, or marketing of which is illegal or that are offered in connection with illegal, obscene, or pornographic content depicting children or minors in sexual postures;

8.2.6 – Human trafficking, selling of body parts or human remains, harming any protected animals or protected plants;

8.2.7 – Selling or facilitating transportation of drugs, narcotics, or hallucinogens;

8.2.8 – Selling or transporting goods that are subject to any trade embargo;

8.2.9 – Interference with another individual’s or entity’s access to or use of any of Ambisafe’s Services, which negatively affects and disrupts a User’s use of the Services;

8.2.10 – Damaging, disabling, overburdening, or impairing the function of Ambisafe’s Services;

8.2.11 – To the use of robot, spider, crawler, scraper, or other automated means or interface not provided by Ambisafe to access our Services or to extract data;

8.2.12 – Activities that defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe legal rights; and

8.2.13 – Infringement or violation of any copyrights, trademarks, rights of publicity, or privacy or any other proprietary right under the law, including, but not limited to, sales, distribution, or access of counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

## **9. User’s Rights and Responsibilities.**

**9.1 – General Responsibilities.** The User undertakes to read the entire Terms carefully before using the Website or any of the Services provided by Ambisafe. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services. The

User is solely responsible for complying with applicable law regarding any Order or any use of the Products and Associated Services.

**9.2 – Order Responsibility.** It is the User’s responsibility to carefully review and assess the terms of the Order and any other relevant documents before using the Products and Associated Services.

**9.3 – Right to Enter and Use.** The User has the right to enter and use the Website and Services, as long as he/she/it agrees to and actually complies with the Terms. By using the Website, the User agrees to accept and comply with the Terms stated herein. Additionally, when the User is using the Services on the Website, the User is responsible for their actions and Ambisafe is not liable if the User purchases the wrong products or services. The User’s mistaken actions may be irreversible, and Ambisafe is not liable if the User’s mistaken action is irreversible.

**9.4 – Right to Cancel Account.** The User may cancel their Account at any time by sending a request to Ambisafe at [support@ambisafe.com](mailto:support@ambisafe.com). The User will not be charged for canceling the Account, although you will be required to pay any outstanding amounts owed to Ambisafe. You authorize Ambisafe to cancel any pending Order at the time of Account cancellation.

**9.5 – Account Responsibility.** The User undertakes to monitor all and any changes on his/her/its Account. The User undertakes to immediately inform Ambisafe at [support@ambisafe.com](mailto:support@ambisafe.com) about any unusual, suspicious, unclear or abnormal changes on his/her/its Account. If User informs Ambisafe too late or does not inform Ambisafe, User will be liable for the breach of the Terms and Ambisafe will have the right to take any further steps accordingly, including but not limited to reporting to relevant authorities.

**9.6 – Update Information.** You are responsible for keeping your email address up to date in your Account in order to receive any notices or alerts that Ambisafe may send.

**9.7 – Security of Account Information.** The User is responsible for maintaining adequate security and control of any and all identifications, passwords, hints, personal identification numbers, and API keys, or any other codes that you use to access the Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third parties.

Ambisafe assumes no responsibility for any loss that you may sustain due to the compromise of Account login credentials due to no fault of Ambisafe and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Account information has been compromised, contact Ambisafe Support immediately at [support@ambisafe.com](mailto:support@ambisafe.com).

**9.8 – Notification.** The User undertakes to notify Ambisafe immediately of any unauthorized use of his/her Account or password, or any other breach of security by email addressed to [support@ambisafe.com](mailto:support@ambisafe.com). Any User who violates the foregoing rules may be terminated, and thereafter held liable for losses incurred by Ambisafe or any User of the Website.

**9.9 – Responsible for Infringement.** The User is responsible for any and all damages caused and all liability actions brought against Ambisafe for infringement of third-party rights or violations of applicable laws.

## **10. User’s Representations and Warranties.**

**10.1 – Terms of Service.** The User represents and warrants that they have accepted the Terms of Service and will not violate the Terms of Service.

**10.2 – User Registration.** By registering an Account, you expressly represent and warrant that you will: follow the rules and laws of your country of residence and/or country from which you access this Website and Services, meet the eligibility requirements, and have the right to accept these Terms of Service and use the Services.

**10.3 – Accurate and Complete Information.** You represent and warrant that any information you provide via the Services is accurate and complete.

**10.4 – Credit Card.** The User represents and warrants that the credit card you provide belongs to you or you are authorized to use the credit card.

**10.5 – Orders and Use of the Products and Associated Services.** You represent and warrant that you will only use the Services to submit Orders, and access the Products and Associated Services in accordance with the Terms and conditions set forth in this Agreement and that you are duly authorized and have the capacity to submit Orders on the Website. You agree and represent that you will not engage in any Prohibited Uses defined herein.

**10.6 – Privacy and Confidentiality.** If you receive information about another User through the Ambisafe Services, you represent and warrant that you will keep the information confidential and only use it in connection with the Ambisafe Services. You represent and warrant that you will not disclose or distribute a User’s information to a third-party or use the information unless you receive the User’s express consent to do so. You also represent and warrant that you will not send unsolicited email to a User through the Ambisafe Services.

**10.7 – Treatment of Content.** You warrant that you will not treat any Content, email, or other information received as a result of your access to the Services as a recommendation or representation of any kind by Ambisafe, an affiliate of Ambisafe or any employee, officer, director, representative, or other agent of Ambisafe.

**10.8 – Ownership and Right.** You warrant you will not claim any ownership right in any material, software, or other Intellectual Property displayed on, published by or otherwise available through Ambisafe, other than content, software, or intellectual property that the User owns or otherwise has rights to without regard for its appearance on Ambisafe. You also warrant that you will not claim any rights to access, view, or alter any source code or object code of Ambisafe.

**10.9 – Use of Content.** You warrant that you will not copy, store, permanently download, republish, or redistribute Content except as specifically allowed in the Terms. Additionally, you

warrant that you will not use any Content or other information acquired from Ambisafe or through the use of the Website or Services for commercial or investment activity outside of the Services, without prior written approval from Ambisafe.

**10.10 – Marketing.** The User warrants that they will not use Ambisafe to market services, particularly investment advisory services, that might cause Ambisafe to have to register as an investment advisor with the Securities & Exchange Commission (SEC), or to be treated as an underwriter. Additionally, User warrants that they will not market competing services to people they have identified through Ambisafe.

## **11. Ambisafe’s Rights, Responsibilities and Limitations.**

**11.1 – Decline, Suspend, or Delete Accounts.** Ambisafe reserves the right (at its sole discretion) to decline User's Order and/or suspend the Account (or certain functionalities thereof) at any time where it is required to do so under relevant and applicable laws and regulations or having grounds to believe that the User uses the Account for illegal purposes. Ambisafe will make reasonable efforts to inform the User of any such suspension unless Ambisafe is prohibited from doing so by law or under an order from a competent court or authority. Additionally, Ambisafe reserves the right to delete your Account for any reason.

**11.2 – Access to Website.** Ambisafe will use reasonable endeavors to ensure that the User can normally access the Website and Services in accordance with the Terms. However, Ambisafe may suspend use of the Website for maintenance and will make reasonable efforts to give the User notice. The User acknowledges that this may not be possible in an emergency.

**11.3 – Discontinue Services and User Access.** The Services and the information included in the Website have an indefinite duration. Ambisafe may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify, discontinue, or terminate, temporarily or permanently, any portion of our Services or the information posted in the Website. Specifically, Ambisafe reserves the right to terminate your access to the Services without notice and, if you violate the Terms, to pursue other remedies at law or in equity.

**11.4 – Disclosure.** We have the right to disclose your identity to any third-party who is claiming that any Content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the Content standards set out in these Terms.

**11.5 – Report Fraud or Illegal Activity.** In the case of fraud, Ambisafe undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. Users recognize that their Account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

**11.6 – Purchases.** Ambisafe’s responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the purchased Products or Associated Services.

**11.7 – Damages or Losses.** To the extent permitted by law, Ambisafe is not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered was caused by a breach of the Terms by Ambisafe.

Ambisafe is not liable for any damage resulting from misuse of the Website or Services, such as misinterpretation of instructions provided by Ambisafe, errors in implementing software, misusing configurations, losing private keys, and inputting the wrong information.

**11.8 – Website and Services.** Ambisafe is not responsible for any malfunction, breakdown, delay, or interruption of the Internet connection, or any reason why the Website is unavailable at any given time. While Ambisafe will strive to keep the Website up and running, all online services suffer from occasional disruptions and outages, and Ambisafe is not liable for any disruption or loss you may suffer as a result. Ambisafe does not provide any guarantees that access to the Website will not be interrupted, or that there will be no delays, failures, errors, omissions, or loss of transmitted information.

**11.9 – Security.** Ambisafe undertakes to take the necessary measures to maintain the level of information security of the Website and prevent potential threats.

**11.10 – Right to Control Content.** Ambisafe may, but is not required to, monitor or control the Content posted via the Services. Ambisafe’s failure to exercise this right does not give the User any right to make a claim against Ambisafe. Any Content that has been uploaded through the Services may be deleted at any time without notice to the User.

## **12. Notices and Communication by Electronic Delivery.**

**12.1 – Notice.** Ambisafe reserves the right to send notices to, and communicate with the User by any means of communication, available to Ambisafe, considering the contact details provided by the User.

**12.2 – User Consent.** The User expressly agrees and consents to receive any notice or communication in electronic form that Ambisafe provides in connection with User’s Account and/or use of the Services, and to be bound by them, if so is required by the Terms of Service. Communication includes, but is not limited to: Terms of Service and Privacy Policies, and updates to these agreements and policies; documents; receipts; legal and regulatory disclosures; legal and regulatory statements; agreements; Account details and history; confirmations; Order information; and responses to claims, complaints, or customer support inquiries filed in connection with your Account (hereinafter “Communications”). You agree that Ambisafe may provide these notices and Communications to you by posting them via the Services or Website, by emailing them to you at the email address you provide, and/or by sending a SMS or text message to a mobile phone number that you provide. Your carrier’s normal, messaging, data and other rates and fees may apply to any mobile Communications. Users should maintain copies of electronic notices and Communications by printing a paper copy or saving an electronic copy.

**12.3 – Failing or Withdrawing Consent.**

12.3.1 – Withdraw Consent. The User may withdraw consent to receive electronic notices and Communications by sending a withdrawal notice to [support@ambisafe.com](mailto:support@ambisafe.com). If User declines or withdraws consent to receive electronic notices and Communications, Ambisafe reserves the right to suspend or terminate your use of the Services.

12.3.2 – Fail to Provide Consent. If User fails to provide consent, Ambisafe reserves the right to immediately close your Account, or suspend or terminate your use of the Services.

**12.4 Hardware and Software Requirements.** In order to access and retain electronic Communications, you will need the following hardware and software: a device with an Internet connection that has a current web browser with 128-bit encryption and cookies enabled; a valid email address and your primary email address on file with Ambisafe; and sufficient storage space to save past Communications or an installed printer to print them.

**12.5 – Update Contact Information.** It is your responsibility to keep your email address and/or phone number on file with Ambisafe up to date so that Ambisafe can communicate with you electronically. You understand and agree that if Ambisafe sends you an electronic Communication but you do not receive it because your email address or phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Ambisafe will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must add Ambisafe to your email address book so that you will be able to receive the Communications we send you. You can update your email address, phone number, or address at any time by sending a request to [support@ambisafe.com](mailto:support@ambisafe.com). If your email address or phone number becomes invalid, such that electronic Communications sent to you by Ambisafe are returned, Ambisafe may deem your Account to be inactive and you may not be able to complete any Order via our Services until we receive a valid, working email address or phone number from you.

### **13. Independent Relationship - No Advice or Brokerage.**

**13.1 – Independent Relationship.** Ambisafe also does not act as your partner, joint venture, joint associates, broker, advisor, or agent in any fiduciary capacity.

**13.2 – No Advice.** No communication or information provided to User by Ambisafe shall be considered or construed as advice. Ambisafe does not provide investment, tax, accounting, financial, or legal advice. Additionally, no information on the Website should be interpreted as a recommendation or endorsement with regards to any Cryptocurrency or blockchain network.

### **14. Disclaimers, Limitations and Waivers of Liability.**

AMBISAFE'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMBISAFE EXPRESSLY DISCLAIMS AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

AMBISAFE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE AMBISAFE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY OR ERROR-FREE. AMBISAFE DOES NOT GUARANTEE THE ADEQUACY, TIMELINESS, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE WEBSITE. AMBISAFE MAKES NO WARRANTY AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON OR ANY CONTENT YOU RECEIVE AS A RESULT OF YOUR RELATIONSHIP WITH AMBISAFE.

AMBISAFE SHALL NOT BE LIABLE FOR ANY SUSPENSION OR REFUSAL TO ACCEPT PAYMENTS WHICH AMBISAFE REASONABLY BELIEVES TO BE MADE FRAUDULENTLY OR WITHOUT PROPER AUTHORIZATION. AMBISAFE SHALL ALSO NOT BE LIABLE FOR ANY UNFORESEEN CIRCUMSTANCES, WHICH PREVENT THE PROPER PERFORMANCE DESPITE ANY REASONABLE PRECAUTIONS TAKEN BY AMBISAFE, INCLUDING, BUT NOT LIMITED TO POWER OUTAGES, FIRE, FLOOD, THEFT, EQUIPMENT BREAKDOWNS, HACKING ATTACKS, INTERNAL MECHANICAL OR SYSTEM FAILURES, AS WELL AS DOWNTIMES OF THE WEBSITE.

AMBISAFE IS NOT LIABLE TO ANY PERSON FOR ANY CLAIM BASED UPON TERMINATION OF AN ACCOUNT OR DISABLEMENT OF ACCESS TO SERVICES OR REMOVAL OF ANY CONTENT, INCLUDING MATERIAL AMBISAFE BELIEVES, IN ITS SOLE DISCRETION, TO VIOLATE THE TERMS, REGARDLESS OF WHETHER THE MATERIAL ULTIMATELY IS DETERMINED TO BE INFRINGING OR OTHERWISE PROHIBITED, AND REGARDLESS OF WHETHER SUCH TERMINATION OR DISABLING HAS THE EFFECT OF REDUCING THE VALUE OF ANY CONTENT OR OPPORTUNITIES THAT MIGHT OTHERWISE HAVE BEEN AVAILABLE TO USER.

AMBISAFE WILL ALSO NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT. AMBISAFE IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, SERVERS OR PROVIDERS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR MEDIA PLAYS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION

THEREOF, INCLUDING INJURY OR DAMAGE TO YOUR OR ANY OTHER PERSON'S COMPUTER, MOBILE PHONE OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEBSITE AND/OR THE SERVICES, INCLUDING ANY LOSS OR DAMAGE TO ANY CONTENT OR THIRD-PARTY APPLICATION, OR TO ANY SOFTWARE OR CONTENT POSTED ON OR THROUGH THE SERVICES OR TRANSMITTED TO USERS OR ANY INTERACTIONS BETWEEN THE USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE OF THE SERVICES. YOU ALSO AGREE THAT AMBISAFE HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES. AMBISAFE MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AMBISAFE OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH AMBISAFE'S SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS, INCLUDING THIRD-PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

IN NO EVENT SHALL AMBISAFE, ITS AFFILIATES, AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES (HEREINAFTER COLLECTIVELY "AMBISAFE'S PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY AMOUNT, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE DAMAGES, THAT MAY RESULT FROM OR RELATE TO: (A) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON THE WEBSITE; (B) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE TO THIS WEBSITE; (C) THE SERVICES FOUND AT THIS WEBSITE OR ANY OTHER WEBSITES

LINKED TO THIS WEBSITE; (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER; (E) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER; (F) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVICES AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, OR OTHER INFORMATION AND DATA STORED THEREIN; (G) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (H) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (I) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE; (J) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATION FAILURE, THEFT, LACK OF SECURITY IN THE OPERATION OF THE WEBSITE; (K) DESTRUCTION OR UNAUTHORIZED ACCESS TO AMBISAFE'S RECORDS, PROGRAMS OR SERVICES; AND/OR (L) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT AMBISAFE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL AMBISAFE OR AMBISAFE'S PARTIES' TOTAL AGGREGATE LIABILITY, WHETHER IN WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE THE SERVICES, EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE TERMS OR YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

THE USER ADDITIONALLY ACKNOWLEDGES THAT AMBISAFE OR AMBISAFE'S PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD AMBISAFE OR AMBISAFE'S PARTIES LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **15. Indemnification and Release of Ambisafe.**

**15.1 – Indemnity.** The User agrees to protect, defend, indemnify, and hold harmless Ambisafe, and its officers, directors, employees, agents, and third-party service providers from and against any and all claims, demands, actions, costs, expenses, losses, liabilities, and damages of every kind and nature, including, but not limited to, reasonable attorneys' fees imposed upon or

incurred by Ambisafe, directly or indirectly, arising from or relating to: (a) the User's use of and access to this Website or the Services found on this Website; (b) the User's violation of any provision of the Terms of Service or the policies or agreements which are incorporated herein; (c) the User's violation of any applicable laws, rules, or regulations; (d) the User's willful misconduct; (e) any Content posted through the Services by User that gives rise to claims related to defamation or invasion of privacy; and/or (f) the User's violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Service or the User's use of this Website or the Services found on this Website. If the User is obligated to indemnify Ambisafe, Ambisafe will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it.

**15.2 – Release.** If you have a dispute with one or more users of the Ambisafe Services, you release Ambisafe, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives from any and all claims, demands, and damages (actual or consequential) of every kind and nature arising out of or in any way connected with such disputes.

## **16. Intellectual Property and Ownership.**

**16.1 – Protection of Intellectual Property.** The Website in its entirety, its domain name, its Contents, and any information or material on it are protected under the relevant copyright, trademark, patent, and other intellectual property laws, unless otherwise specified herein. The Content of the Website includes, but is not limited to, logos, trade names, word marks, design marks, trademarks, designs, text, images, graphics, pictures, information, data, prices, charts, graphs, videos, software, applications, sound files, other files, and the selection and arrangement thereof (hereinafter "Intellectual Property"), all of which is the property of Ambisafe, or our licensors or suppliers.

**16.2 – Prior Written Consent.** The Users may not use any name (including a product or service name), logo, slogan, image, trademark, or any other intellectual property object used on the Website without prior written consent of Ambisafe. Additionally, Ambisafe's trademarks may not be copied, imitated or used, in whole or in part, including any metatags or other "hidden text" utilizing any trademark or name of Ambisafe.

**16.3 – Prohibited.** The User shall not appropriate, copy, publicly display, reproduce, modify, make a derivative work, republish, upload, post, transmit, scrape, collect, distribute, or use the Intellectual Property in any form or by any means, no matter manual or automated. The use of any Intellectual Property from the Website on any other site or network computer environment for any other purpose is strictly prohibited, any such unauthorized use may violate copyright, patent, trademark, and any other applicable laws, and could result in criminal or civil penalties. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark, and/or trade dress of Ambisafe and may not be copied, imitated, or used, in whole or in part, without prior written consent.

**16.4 – Ownership.** The access to the Website under no circumstances shall be construed as the acquisition by a User of ownership, title, right, or interest of any kind in or to the Website, its Contents, and any information on it.

**16.5 – Infringement.** Ambisafe supports the protection of intellectual property. If you believe Ambisafe’s Website or Services contain material that infringes your intellectual property, please refer to Section 27, for information about submitting a claim.

## **17. Third-Party Content.**

The Website or Services may contain links to third-party internet websites, resources, advertisers, services, special offers, or other events or activities that are not owned or administered by Ambisafe. Ambisafe is not responsible for the contents, material, information, terms and conditions, privacy policies, practices, or services of such third-party websites (hereinafter “Third-Party Content”). Ambisafe does not control, censor, or edit the Third-Party Content, nor does Ambisafe endorse or adopt such Third-Party Content. Ambisafe specifically disclaims any responsibility with regard thereto. By using this Website or Services, you expressly release Ambisafe from any and all liability arising from your use of any third-party website. The access and use of such websites or Third-Party Content is at the User's own risk. Ambisafe is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings with third-party websites. Ambisafe encourages you to be aware when you leave this Website or the Services and to review the terms and conditions, privacy policies, and other governing documents of other websites that you may visit.

## **18. Termination.**

The User may terminate this Agreement at any time by deleting any content you have provided to Ambisafe, ceasing to use the Services, and sending a request to Ambisafe at [support@ambisafe.com](mailto:support@ambisafe.com), in order to ensure that the Account is disabled and the User is not additionally billed. Ambisafe may terminate this Agreement at any time, particularly if the User is suspected of violating any provision of the Terms. Upon termination of the Terms for any reason, User shall destroy and remove from all computers, and other storage software, hardware, media, or printed copies of any Intellectual Property owned by Ambisafe that the User acquired via use of the Services. The User’s representations in the Terms and any other provision of this Agreement which by their nature are designed to survive termination shall survive termination or expiration of the Terms.

## **19. Survival.**

All provisions of this Agreement which by their nature extend beyond the expiration or termination of the Terms, including, without limitation, sections pertaining to the suspension or termination, Ambisafe Account, debts owed to Ambisafe, general use of the Ambisafe Website, disputes with Ambisafe, and general provisions, shall survive the termination or expiration of the Terms.

## **20. Arbitration and Dispute Resolution.**

**20.1 – Negotiations.** If a dispute, disagreement, or claim arises out of the Terms or is related to its execution, termination, or rescission of the Terms, both parties agree to try in good faith to settle any dispute, disagreement, or claim through negotiation. To expedite resolution and control the cost of any dispute, you and Ambisafe agree to notify each other in writing of any disputes within thirty (30) days of when it arises. Notice to Ambisafe shall be sent to [legal@ambisafe.com](mailto:legal@ambisafe.com).

If Ambisafe is the claiming party, it will send a message with its claim to User at the address listed in Ambisafe's records, or if no such address has been provided then by email to the email address provided by you in connection with your use of the Services. The message in question shall contain the essentials of the claim and proof supporting the claim.

The party which has received the claim shall reply to the claiming party within thirty (30) working days upon the receipt of the claim. In absence of reply to the claim within ninety (90) working days since the sending date, or if the parties have failed to resolve the dispute, the claim shall be resolved through arbitration, unless expressly excluded below.

**20.2 – Arbitration.** If the dispute, disagreement, or claim cannot be resolved through negotiations, then you and Ambisafe agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes that are expressly excluded below under "Exceptions to Arbitration and Negotiations." The arbitration will be in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Ambisafe hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the United States or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motion on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

Any dispute between the parties will be governed by these Terms and with the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

**20.3 – Exceptions to Negotiations and Arbitration.** You and Ambisafe agree that the following disputes are not subject to the above provisions concerning negotiations and arbitration: (a) disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, and patents; (b) any dispute related to, or arising from allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If the dispute arises under one of these exceptions then any lawsuit or appeal of an arbitration award between you and Ambisafe is under the exclusive jurisdiction of the state and federal courts in the San Francisco, California, United States of America.

**20.4 – No Class Action.** Whether the dispute is heard in arbitration or in court, you and Ambisafe will not commence against the other a class action, class arbitration, or representative action or proceeding.

## **21. Entire Agreement.**

This Agreement, comprised of these Terms of Service, the Privacy Policy, and any other documentation provided to the User by Ambisafe incorporated by reference herein, and comprise the entire agreement (hereinafter “Entire Agreement”). The Entire Agreement contains the entire understanding between you and Ambisafe as to the subject matter hereof, and supersedes any and all prior and contemporaneous understandings, discussions, and agreements (including without limitation any prior versions of this Agreement) between you and Ambisafe, and cannot be changed or modified by you except as posted on the Website or Services.

These terms or conditions do not alter the terms or conditions of any other electronic or written agreement you may have with Ambisafe for other Ambisafe products or services. In the event of any conflict between these Terms and any other agreement you may have with Ambisafe, these Terms will control unless these Terms specifically identify and declare that other terms should override these Terms.

## **22. Force Majeure.**

If Ambisafe is unable to perform the Services outlined in the Terms due to factors beyond its control including, but not limited to, an event of Force Majeure, change of law, or change in sanctions policy Ambisafe will not have any responsibility to the User with respect to the Services hereunder and for a time period coincident with the event. Ambisafe shall not be liable for each of the following Force Majeure events: (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; and (2) any loss or damage arising from any event beyond Ambisafe’s reasonable control, including but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, floods, war, insurrection, riot, labor dispute, accident, action of government, lawful acts of public authorities, communications, power failure or outages, or equipment or software malfunction, security breaches or cyberattacks, criminal acts, market movements or volatility, or any other cause beyond Ambisafe’s reasonable control.

## **23. Amendments and Modifications.**

Ambisafe reserves the right to amend or modify any portion of these Terms at any time by publishing the revised version of the Terms of Service on the Website or by emailing to you the revised Terms. The revised Terms shall be effective immediately upon posting on the Website or upon receipt of the email with the revised Terms. The Terms shall be deemed accepted by the User the first time the User uses the Services after the publishing of the revised Terms and shall apply prospectively with respect to any activity initiated after the publishing.

If you do not agree with such amendments or modifications, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that Ambisafe shall not be liable to the User or any third-party as a result of any losses suffered by any amendment or modification of these Terms. Moreover, you agree that Ambisafe shall not be liable to you or any third-party for any modification or termination of the Ambisafe Services, or suspension or termination of your access to the Ambisafe Services, except to the extent otherwise expressly set forth herein.

#### **24. Assignment.**

The User may not assign or transfer any of rights, duties, and obligations contained in these Terms without prior written consent of Ambisafe, including by operation of law or in connection with any change of control. Ambisafe may assign or transfer any or all of its rights, duties and obligations contained in these Terms, in whole or in part, without obtaining your consent or approval.

#### **25. Waiver.**

Ambisafe's failure or delay in exercising any right, power, privilege, or remedy under these Terms shall not operate as a waiver thereof. The single or partial exercise of any right, power, privilege, or remedy by Ambisafe does not prevent either from exercising any other right, power, privilege, or remedy.

#### **26. Severability.**

If any provision of these Terms is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability only attaches to such provision and shall not affect the validity or enforceability of any other of these Terms, which shall continue in full force and effect.

#### **27. Contact Ambisafe – Feedback, Requests, Concerns, Claims, and Complaints.**

**27.1 – Feedback.** If you have any feedback contact us via email at [support@ambisafe.com](mailto:support@ambisafe.com). When you contact us please provide us with your name, email address, and any other information we may need to identify you, your Ambisafe Account, and if applicable the Order on which you have feedback.

Please note that Ambisafe owns exclusive rights, including all intellectual property rights, to any feedback, suggestions, comments, ideas, or other information or materials regarding Ambisafe or our Services that you provide, whether by email, posting through our Services or otherwise. Any feedback you submit is non-confidential and shall become the sole property of Ambisafe. All feedback, comments, suggestions, ideas, posts or submissions disclosed, submitted or offered to Ambisafe in connection with the use of the Services or otherwise shall be deemed to have been licensed to Ambisafe on a nonexclusive, worldwide, royalty-free, perpetual basis. We will be entitled to the unrestricted use and dissemination of such feedback for any purpose,

commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the feedback, including any copyrights or moral rights.

**27.2 – Requests or Concerns.** If you have any questions or concerns please contact us t at [support@ambisafe.com](mailto:support@ambisafe.com). When you contact us, please provide us with your name, email address, and any other information we may need to identify you, and if applicable the Order on which you have questions or concerns.

Specifically, if the User has any security concerns about his/her/its Account, login details, password or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must also contact Ambisafe Support without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of the Account, login details, password, or other security features. Any undue delay in notifying Ambisafe may not only affect the security of the Account, but may result in the User being liable for any losses as a result. If the User suspects that someone else accessed his/her/its Account, the User should also contact an appropriate government agency and report the incident.

If you believe your Account has been compromised, contact Ambisafe Support immediately at [support@ambisafe.com](mailto:support@ambisafe.com).

### **27.3 – Claims.**

**27.3.1 Intellectual Property Claim.** If you would like to submit a Trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or a Copyright claim for material on which you hold a bona fide copyright, please send an email to [legal@ambisafe.com](mailto:legal@ambisafe.com).

**27.3.2 Personal Information Claim.** If you believe your Account Information has been compromised, you may report your claim by notifying our Support Team at [support@ambisafe.com](mailto:support@ambisafe.com).

If you believe your Account was hacked, upon receiving your notice, Ambisafe may freeze the Account making the Services inaccessible, depending on the type of security breach.

Ambisafe’s Support Team may investigate the issue further and collect information on the unauthorized events. You may request that Ambisafe forward that information to you for further investigation by your local authorities. Ambisafe will also provide assistance to determine the identity and location of the hacker. However, Ambisafe is not responsible for the breach of your personal email account.

**27.4 – Complaints.** If you have a complaint contact us at [support@ambisafe.com](mailto:support@ambisafe.com). When you contact us please provide us with your name, email address, and any other information we may need to identify you, and if applicable the Order on which you have a complaint.

If you believe your copyrighted work has been copied without your authorization and is available on or in the Services in a way that may constitute copyright infringement, please send a Digital Millennium Copyright Act (“DMCA”) Complaint to Ambisafe as soon as possible by emailing us at [legal@ambisafe.com](mailto:legal@ambisafe.com) or by mailing a letter to Ambisafe’s Copyright Agent at Ambisafe Software Inc., 360 Pine Street, Suite 700, San Francisco, California 94104, and make sure to include the following information in accordance with the DMCA: identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; identification of the copyrighted work claimed to have been infringed; your contact information, including your address, telephone number, and an email address; a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and a physical or electronic signature of the copyright owner or a person authorized to act on their behalf. Please note that the complaint will be forwarded to the person who provided the allegedly illegal content. Additionally, we reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion.

If you are a California Users or Resident, under California Civil Code §1789.3, California Users of the Services receive the following specific consumer rights notice: “The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.