

CoinCart Terms of Use

Version: 11/30/17

ACCEPTANCE OF TERMS OF USE

These terms apply to your access to and use of CoinCart website and platform (collectively, "CoinCart", "we", or "us") and any services made available through CoinCart. By using CoinCart, by supplying any information, or by clicking the "Register" button, or by using the services, you accept and agree to be bound and abide by these Terms of Use. Before we accept certain types of information from you, you may be required to acknowledge that you understand how we will use that information. **If you do not want to agree to any acknowledgement or these Terms of Use, you must not access CoinCart website or use CoinCart ICO Platform.**

CoinCart allows you to purchase digital tokens from Initial Coin Offerings, Token Generation Events, and similar offerings (collectively, "ICO's) initiated by third party ICO Issuers ("Issuers") who agree to our **Issuer Agreement**. CoinCart provides a platform for the sale of ICOs but is not responsible for the terms of the ICO, the success of the token sale, the distribution or issuance of tokens, or the underlying business of the Issuer. The terms of the ICO are determined by the ICO Sponsor, not CoinCart. The CoinCart software allows users to create an account and upload information necessary to participate in an ICO. CoinCart generates an invoice for each individual user, verifies payment and maintains a ledger of all Token buyers and amounts during the ICO, which ledger is presented to the Sponsor after the completion of the ICO.

These Terms of Use and any terms expressly incorporated herein ("Terms") apply to your access to and use of the CoinCart website and allow you to establish an account as described in these Terms (collectively, our "Services"). CoinCart does not provide users with the ability to trade digital tokens or any forms of legal tender.

CoinCart reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of CoinCart, at any time and at its sole discretion. We will provide notice of these changes by posting the revised Terms to CoinCart and changing the "Version" date at the top of the Terms, or by emailing users at their provided email addresses, or by any other means as determined by CoinCart. The decision of which notification chosen will be left to CoinCart's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to these Terms of Use or at the instant that CoinCart transmits the information to the users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of CoinCart. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of CoinCart acts as acceptance of such changes or modifications. **If you do not agree to the Terms in effect when you access or use CoinCart, you must stop using CoinCart.**

1. Accessing the Website

By accessing or using CoinCart, you represent and warrant that you: (a) are at least 18 years; (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (e) are not identified as a "Specially Designated National" by the Office of Foreign Assets Control or other relevant authority of the US Government; (f) have not been placed on the US Commerce Department's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms. Finally, you represent and warrant that you will not be using this site for any illegal activity, including but not limited to money laundering and the financing of terrorism.

2. Anti-Money Laundering Regulations

If, at any time, we determine that we must or should comply with applicable law, regulations or guidance for money services businesses operating in the United States, we may be required to file details of account activity to the Financial Crimes Enforcement Network ("FinCEN") from time to time. We may also be required to provide information as required by law to other state or federal agencies in the United States and other jurisdictions including but not limited to reporting suspicious transactions of \$2,000 or more to FinCEN, and maintaining records regarding transactions of \$3,000 or more.

While CoinCart is not responsible for the use of funds or distribution of Tokens, we may maintain a Know Your Customer ("KYC") policy to help Issuers comply with governmental requirements of the jurisdictions in which you reside. CoinCart or a third party vendor may identify each prospective purchaser of Tokens by cross-checking user data against governmental watch lists, including but not limited to the Specifically Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If your proposed purchase is flagged through our internal controls, we or the ICO Sponsor may require additional proof of identification from you, and we have the right to not permit any purchases until additional and verifiable proof of identity to our satisfaction is received and you have been approved as a prospective purchaser.

By agreeing to this Agreement, you acknowledge and agree that that we maintain verification levels that require user participation and verification to obtain, with leveled permissions based on user-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve your desired level of verification, and we reserve the right in our sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. Our restrictions may affect your right to purchase Tokens, and you indemnify us against any losses associated with an inability to purchase Tokens based on your verification level.

3. Registration and Accounts

In order to access and use the Services, you must create an account with CoinCart (an “Account”). You agree to: (a) provide accurate, current and complete information when creating the account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer; (d) promptly notify CoinCart if you discover or otherwise suspect any security breaches related to CoinCart; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

4. Account Security

We reserve the right to withdraw or amend CoinCart, all or any portion of the functionality provided by CoinCart, and any Service or material we provide on CoinCart, in our sole discretion without notice. We will not be liable if for any reason all or any portion of CoinCart is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of CoinCart, to certain Accounts or the whole of CoinCart, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to CoinCart.
- Ensuring that any person who accesses CoinCart through your internet connection is aware of these Terms and comply with them.
- Maintaining and promptly update your Account information.
- Maintaining the security of your Account by protecting your password and not allowing anyone else to use your Account.
- All activities that occur through your Account, and you accept all risks of any authorized use or unauthorized access to your Account, to the maximum extent permitted by law.
- Treating your username, password and multi-factor authentication access credentials as confidential, and you must not disclose them to any other person or entity. You acknowledge that your account is personal to you and agree not to provide any other person with access to CoinCart or portions of it using your user name, password, or other security information.
- Notifying us immediately of any unauthorized access to or use of your user name or password or any other breach of security.
- Ensuring that you exit from your account at the end of each session. You should not access your account from a public or shared computer to avoid allowing others to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. CoinCart may, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

5. Acceptable Use

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. Without limiting the generality of the foregoing, you agree that you will not:

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Use our Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information; and
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

In order to access and use the Services and receive any information as part of the Services, you must have a computer with an internet connection that has a current web browser with cookies enabled and 128-bit encryption. You must also have a valid email address on file with CoinCart and have sufficient storage space to retain any information you receive from CoinCart.

6. Digital Token Purchases

You acknowledge that all Funds, as defined below, used to purchase Tokens through CoinCart are routed directly to the digital wallet or account of the Sponsor of the ICO you are participating in. CoinCart keeps a ledger of all Token purchases for the Sponsor and the user, but CoinCart does not hold funds or distribute Tokens. The ICO Sponsor, not CoinCart, is solely responsible for all business aspects of their token launch.

These rules apply to: (a) all Token purchases completed via CoinCart, and (b) any transaction in which you load fiat or digital currencies ("Funds") at CoinCart's direction to complete a purchase of Tokens.

We may, at any time and in our sole discretion, refuse any purchase of Tokens submitted via the Services, impose limits on the purchase amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice.

If you have sent an insufficient amount of Funds at CoinCart's direction to complete a purchase of digital tokens via the Services, we may cancel the entire order or may fulfill a partial order using the amount of Funds currently available.

It is your responsibility to determine what, if any, taxes apply to the purchases you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that CoinCart is not responsible for determining whether taxes apply to your purchases of digital tokens or for collecting, reporting, withholding or remitting any taxes arising from any purchases of digital tokens.

7. Transfer of Funds

In order to complete a purchase of a digital token or the Services, you must send Funds to the relevant Sponsor account or wallet identified by CoinCart using one of the approved external accounts identified via the Services. You may be required to verify that you control the external account that you use to send Funds. You may be charged fees by the external account you use to send Funds. CoinCart is not responsible for any external account fees or for the management and security of any external account. You are solely responsible for your use of any external account, and you agree to comply with all terms and conditions applicable to any external account. The timing associated with a transfer of Funds for a purchase will depend in part upon the performance of third parties responsible for maintaining the applicable external account, and CoinCart makes no guarantee regarding the amount of time it may take to load Funds into your Account.

8. Purchase of Tokens

CoinCart does not purchase, sell, or exchange any Tokens on its own behalf. You acknowledge and agree that: (a) CoinCart is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by CoinCart shall be considered or construed as financial or legal advice. Once the Services execute your purchase, a confirmation will be electronically made available via the Services detailing the particulars of the purchase of Tokens. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such purchase of Token.

9. Electronic Notices

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that CoinCart provides in connection with your Account and/or use of CoinCart Services. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You agree that CoinCart may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an 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. You should maintain copies of electronic Communications by printing a paper copy or saving an

electronic copy. You may also contact us through support email info@coincart.co to request additional electronic copies of Communications.

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support email info@coincart.co. If you decline or withdraw consent to receive electronic Communications, CoinCart may suspend or terminate your use of the Services.

It is your responsibility to keep your email address and/or mobile phone number on file with CoinCart up to date so that CoinCart can communicate with you electronically. You understand and agree that if CoinCart sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, CoinCart 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 email address book, you must add CoinCart to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Account or by sending such information to support email info@coincart.co. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by CoinCart are returned, CoinCart may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

10. Third-Party Content

In using our Services, you may view content provided by third parties, including articles, reviews, comments, insights, analysis and links to web pages of such parties, including but not limited to blogs, forums, communities and social networks. We do not control or approve any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties that are linked to our Service, is at your own risk.

11. DISCLAIMER OF WARRANTIES

OUR SERVICES ARE PROVIDED “AS IS” WITH NO WARRANTY OF ANY KIND. Your use of our Services is at your sole risk. We and our licensors, service providers or subcontractors (if any) make no representations or warranties about the suitability of the information, software, products and services contained in our Services for any purpose or their compliance with any accounting rules, principles or laws, and expressly disclaim any representation or warranty that the Services will be free from errors, viruses or other harmful components, that communications to or from the Services will be secure and not intercepted, that the services and other capabilities offered from the Services will be uninterrupted, or that their content will be accurate, complete or timely.

WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH IN THESE TERMS.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR 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.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL COINCART, OR ANY OF OUR CURRENT AND FUTURE OFFICERS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR COINCART MATERIALS, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM COINCART AND ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, OR ANY OTHER LOSS THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COINCART'S RECORDS, PROGRAMS OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COINCART (INCLUDING OUR CURRENT AND FUTURE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES OR AFFILIATES), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING

OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, COINCART OR TO THESE TERMS EXCEED THE FEES PAID TO COINCART FOR SERVICES DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. No Offer

Neither these Terms nor any other document or information publicly available on CoinCart without going through your Account and the purchase process, constitute an offer or solicitation to sell securities. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. These Terms do not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities. CoinCart expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in the platform, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

14. No Advice

CoinCart is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance and/or tax matters. Any information provided by CoinCart is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you.

The information presented on or through CoinCart is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to CoinCart, or by anyone who may be informed of any of its contents.

CoinCart may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

15. Indemnity

You agree to defend, indemnify and hold harmless CoinCart (and each of our current and future officers, directors, members, employees, agents, parent companies, subsidiaries and affiliates)

from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it. You agree to promptly notify us of any third party Claims and cooperate with us in defending such Claims.

16. Discontinuance of Services

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of our Services.

17. Feedback

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding CoinCart or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of CoinCart. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in the Feedback. We also 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 CoinCart if, in our opinion, your post does not comply with the content standards set out in this section.

18. Intellectual Property Rights

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained in the CoinCart website and platform or provided in connection with the Services, including, without limitation, CoinCart and its entire contents, features, and functionality (including but not limited to all information, software, designs, text, graphics, pictures, information, data, video sound files, other files and the selection and arrangement thereof (collectively, "CoinCart Materials")) are the proprietary property of CoinCart or our licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use CoinCart for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of CoinCart Materials, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of CoinCart web pages for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any of CoinCart Materials
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of CoinCart Materials or any Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of CoinCart Materials in breach of the Terms, your right to use CoinCart will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to CoinCart or any content on CoinCart is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of CoinCart not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

19. Trademarks

"CoinCart", the CoinCart logo and any other CoinCart product or service names, logos or slogans that may appear on our Services are trademarked and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of CoinCart without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of CoinCart. 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 CoinCart and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners.

20. Privacy Policy

Your access to and use of the CoinCart website are governed by the terms of our Privacy Policy located at <https://coincart.co/privacy> which provides information about how we collect, use and share information about you.

21. Suspension; Termination

In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for CoinCart, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms.

22. Applicable Law; Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and CoinCart agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You agree that, by entering into this Agreement, you are waiving the right to a trial by jury or to participate in a class action. You and CoinCart agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to CoinCart shall be sent to info@coincart.co. You and CoinCart further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in Nashville, Tennessee; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"); and (d) that the state and federal courts in Nashville, Tennessee have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Any dispute between the parties will be governed by these Terms and the laws of the State of Tennessee, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and CoinCart will not commence against the other a class action, class arbitration or representative action or proceeding.

23. Miscellaneous

Entire Agreement; Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with CoinCart for the Services or for any other CoinCart product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with CoinCart, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

Amendment. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide you with

notice of such changes, such as by sending an email, providing notice on the homepage of CoinCart and/or by posting the amended Terms via the applicable CoinCart website and mobile applications and updating the "Version" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes, or (ii) continued use of our Services 30 days after CoinCart provides notice of such changes. Any amended Terms will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

Force Majeure Events. CoinCart shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; or (2) any loss or damage arising from any event beyond CoinCart's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond CoinCart's reasonable control (each, a "Force Majeure Event").

Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from CoinCart, including by operation of law or in connection with any change of control. CoinCart may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

Survival. The Sections of these Terms of Use that are by their nature intended to survive the termination of this Agreement or your Account, shall survive the termination of this Agreement or your Account.