

TERMS OF SERVICE

MASH

Last Updated: October 25th, 2021

1. SCOPE

These Terms of Service constitute a binding agreement (the “**Agreement**”) between you and 12845393 Canada Inc. (“**Mash**”), the owner, operator and provider of the Mash Platform (the “**Service**”).

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SERVICE, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; (C) ARE NOT A RESIDENT OF QUEBEC; AND (D) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE IN ANY WAY.

2. THE SERVICE

The Service is a digital platform that, among other things, allows you to process transactions with third-parties including, but not limited to, third-party content providers who are registered with Mash (the “**Third-Party Providers**”).

By creating a Mash user account (an “**Account**”), you will be able to access and use content offered by Third-Party Providers to users of the Service.

In accordance with the terms of this Agreement, you may also choose to fund your Account using one of the funding methods offered by Mash. By funding your Account, you can then use your Account balance to purchase paid content offered by Third-Party Providers.

Mash and the Third-Party Providers may, from time to time, offer promotions and discounts to active Account holders.

You acknowledge and agree that Service is a software service that provides you with the ability to use funds you control to facilitate transactions. Mash at no time is engaged in the business of buying and selling of Bitcoin, dealing in Bitcoin, conversion of funds or controlling your Bitcoin.

3. ACCOUNT

To create an Account, you must complete the registration process designated by Mash. As part of the registration process for an Account, you will be required to provide a range of information as prompted by the Account registration form.

The information provided by you during the Account registration process is subject to verification by Mash, and Mash may accept or reject your Account and/or your use of the Service in its sole discretion. By creating an Account, you certify that all information you provide is complete and accurate. You agree to update the information on your Account when required or requested, and you further agree not to use another person's account without permission. You agree not to have more than one Account.

You are responsible for maintaining the confidentiality of, and restricting access to, your Account and its associated password, and you agree to accept sole responsibility for all activities that occur under your Account or password. Mash is not liable for any loss or damage arising from any unauthorized use of your Account.

In the event you lose or forget your log in credentials, Mash will attempt to help you recover access to your Account. However, you acknowledge and accept that Mash may not be able to recover access to your Account and that Mash shall not be liable in the event Mash is unable to recover access to your Account.

4. ACCOUNT FUNDS

Mash offers various methods for transferring funds to and from your Account. These methods may change from time to time. Mash makes no representation or warranty that any transferring methods currently offered will continue to be available to you. Transferring methods available may also vary by jurisdiction. The types of methods available may include, but are not limited to, the use of third party providers to process Bitcoin transactions, Bitcoin transfers from your own digital wallet and credit card.

Depending on the method selected, a small transaction fee (the "**Transaction Fee**") may be required to be charged. The Transaction Fee covers the cost to process the transfer of funds to or from your Account.

5. PRIVACY POLICY

Use of the Service is governed by the Mash Privacy Policy ("**Privacy Policy**"), which Mash encourages you to carefully review. The Privacy Policy can be accessed here: www.getmash.com/privacy-policy. By accessing and using the Service, you agree to the collection, use, storage and disclosure of your information in accordance with the Privacy Policy, which is incorporated by reference into this Agreement.

6. THIRD PARTY APPLICATIONS

The Service may display, utilize, include or make available content provided by Third-Party Providers or provide links to websites, content or services of Third-Party Providers (the "**Third-Party Applications**"). You acknowledge and agree that Mash is not responsible for Third-Party Applications, including their accuracy, completeness, timeliness, validity, legality, quality or any other aspect thereof. Mash does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Applications. Third-Party Applications may be subject to such Third-Party Providers' terms and conditions, and you agree to comply with such Third-Party Providers' terms and conditions.

Transactions with Third-Party Providers are solely between you and the Third-Party Providers. Other than in providing the Service to you, Mash shall have no responsibility or liability whatsoever concerning the Third-Party Providers or Third-Party Applications. Any issues with the Third-Party Providers or Third-Party Applications must be addressed by you with the Third-Party Providers directly.

7. RESTRICTIONS

You may access and use the Service only for lawful purposes and solely in accordance with this Agreement. You must not, and you must not request, authorize or encourage any other person to:

(a) engage in any activities through or in connection with the Service that are unlawful, offensive, obscene, violent, threatening, harassing, or abusive, or that violate any right of any third-party;

(b) distribute, copy, license, rent, sell, publish or otherwise transfer the Service, or any content or proprietary materials of Mash, to any third-party;

(c) to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any source or object code or any software or other products, services, or processes accessible through any portion of the Service;

(d) remove, alter or obscure any copyright, trademark or other intellectual property or proprietary rights notices from the Service;

(e) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Mash, a third-party or other users of the Service;

(f) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;

(g) upload invalid data, viruses, worms or other software agents through the Service;

(h) attempt to gain unauthorized access to the Service, computer systems or networks connected to the Service, through hacking, password mining or any other means;

(i) harvest or otherwise collect or store any information of third-parties (including personal information about other users of the Service);

(j) use any robot, application or other automated means to access, copy, scrape or index any portion of the Service;

(k) access the Service through any technology or means other than those provided or authorized by the Service; or

(l) otherwise violate this Agreement or applicable law or use the Service in a way that is inconsistent with this Agreement or applicable law.

Mash will delete Accounts, in its sole discretion and without liability, based on unacceptable or prohibited use. Mash may choose not to give notice or explanation of such deletion or removal. Mash also reserves the right to take appropriate legal action, including referral to law enforcement authorities, for any illegal or unauthorized use of the Service.

8. SUPPORT AND UPDATES

You hereby acknowledge and accept that the Service is currently being offered to you as a beta, limited release and/or developer preview. Accordingly, your use of the Service is at sole risk and discretion. Mash may discontinue the Service at any time or decide not to make the Service generally available.

Mash may from time to time in its sole discretion develop and provide updates to the Service, which may include upgrades, bug fixes, patches and other error corrections or new features (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionalities of the Service. You acknowledge and agree that Mash has no obligation to provide any Updates or to continue to provide or enable any particular features or functionalities of the Service. Mash reserves the right to discontinue support for the Service at any time without liability to you. You agree that all Updates will be deemed part of the Service and be subject to all terms and conditions of this Agreement.

Maintenance requirements or technical difficulties may result in temporary interruptions of the Service from time to time. Mash reserves the right to modify or temporarily discontinue features or functionalities of the Service at any time for any reason, with or without notice. You acknowledge and agree that Mash will not be liable to you or to any third-party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance or interruption of the Service.

9. CONTENT

Any content or materials you upload, transmit or provide through the Service (collectively, “**User Content**”) remains your property. You are solely responsible for any User Content you provide through the Service (if any). Mash will not be liable for the use or misuse of any information or data that is included in any User Content that you provide through the Service.

10. PROPRIETARY RIGHTS

(a) For purposes of this Agreement, “**Intellectual Property Rights**” means any and all proprietary rights provided under (i) patent law; (ii) copyright law (including moral rights); (iii) trade-mark law; (iv) design patent or industrial design law; and (v) any other statutory provision or common law principle applicable to this Agreement.

(b) You have no ownership rights in the Service. You acknowledge and agree that the Service and all content, materials and information related thereto constitute Intellectual Property Rights of Mash. By agreeing to this Agreement, you acknowledge that, as between you

and Mash, Mash owns and retains all Intellectual Property Rights in and to the Service. All rights in the Service not expressly granted to you are reserved by Mash.

(c) Any feedback, ideas, comments and suggestions submitted by you to Mash concerning the Service (“**Contributions**”) is subject to the following terms: (i) you warrant that Contributions do not violate any confidentiality obligations that you may have to third-parties and that they do not contain proprietary rights of third-parties; (ii) Contributions become the Intellectual Property Rights of Mash, and by submitting Contributions you hereby assign to Mash all of the Intellectual Property Rights in and to the Contributions and waive all moral rights that you have; (iii) Mash is free to disclose and use (or refuse to disclose or use) any Contributions at its sole discretion; and (iv) you are not entitled to any compensation or reimbursement of any kind under any circumstances.

11. CONTINUED USE

Mash reserves the right, at its sole discretion, to suspend your Account in the event you cease to access or use your Account for a period equal to one (1) year. If Mash suspends your Account for such inactivity, Mash will notify you of such suspension and you will have thirty (30) days to access your Account to transfer or use your Account balance (if any). After such thirty (30) day notice period has elapsed, Mash may terminate your Account in accordance with this Agreement.

12. SUSPEND

Mash reserves the right, at its sole discretion, to suspend your access to the Service or to cease providing any of the Service to you at any time if you (a) are, or Mash reasonably believes that you are, in breach of this Agreement; (b) engaging in conduct that Mash considers in its sole discretion to be harmful to Mash; or (c) have failed to pay any required fees applicable to your Account. If Mash suspends your access or use of the Service, Mash will have no liability for any damage, liabilities, losses, or any other consequences that you may incur in connection with any such suspension.

13. TERMINATION

This Agreement remains in effect for as long as you maintain your ability to access the Service in accordance with the terms and conditions set forth in this Agreement. You may terminate your use of the Service at any time by deleting your Account, by providing notice to Mash through your Account, or by sending an email to terminateaccount@getmash.com. Mash reserves the right to cancel your access to all or part of the Service and your Account and terminate this Agreement at any time for any reason, with or without notice to you. In particular, your access to the Service and Account will immediately and automatically terminate without notice if you violate any provision of this Agreement or if Mash elects to discontinue the Service.

You acknowledge and agree that termination may result in the immediate deletion of all User Content you have submitted through the Service. You further acknowledge and agree that Mash will not be liable to you or to any third-party for any of the direct or indirect consequences of any interference with or termination of your access to the Service or your Account or deletion of your

User Content. Mash will make all decisions regarding the termination of your access and use of the Service in its sole discretion.

In the event of termination: (a) this Agreement (including all rights granted to you under this Agreement) shall terminate; (b) you must cease all access to and use of the Service; (c) the balance of your Account will be forfeited to Mash; and (d) all provisions of this Agreement which by their nature should survive termination shall survive termination. Termination will not limit any of Mash's rights or remedies at law or in equity.

14. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS CONCERNING THE SERVICE (INCLUDING FUNCTIONALITY, PERFORMANCE, OPERATION OR USE BY YOU OR NON-INFRINGEMENT), EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MASH DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE (OR THAT ALL ERRORS CAN OR WILL BE CORRECTED) OR WILL MEET YOUR REQUIREMENTS. ALL REPRESENTATIONS AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY DENIED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY THIRD-PARTY PRODUCTS AND SERVICES SUPPLIED OR UTILIZED ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER. YOU CONFIRM THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION, WARRANTY, CONDITION, COVENANT OR PROMISE MADE BY MASH WHICH HAS NOT BEEN EXPRESSLY STATED IN THIS AGREEMENT.

15. LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MASH HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICE FOR: (i) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; AND (ii) DIRECT DAMAGES IN AN AMOUNT THAT EXCEEDS \$50. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM OF THIS AGREEMENT RELATING TO THE PROVISION OF THE SERVICE, AND MASH WOULD NOT PROVIDE THE SERVICE TO YOU WITHOUT THIS LIMITATION.

(b) THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL LIABILITY, VIOLATION OF STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR MASH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. INDEMNIFICATION

You agree to indemnify, defend and hold Mash and its affiliates harmless from and against any and all losses, liabilities, claims, costs, fines, and damages of any type (including legal fees) arising out of or in any way related to: (a) your use of the Service; (b) your violation of the terms and conditions of this Agreement; (c) any claims by any Third-Party Providers arising out of in any connection with your acts or omissions; or (d) your violation of applicable laws or the rights of third-parties.

17. ACCESS

As this site may be accessed globally, if you choose to access this site from locations other than the United States or Canada, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to Canada or the country in which you reside. Notwithstanding the foregoing, Mash makes no representation that materials on this site are appropriate or available for use in locations outside the United States or Canada, as applicable.

18. BRANDING

(a) Unless otherwise in accordance with Mash's Acceptable Use Policy which may be provided to you, you shall not otherwise use Mash's trademarks, service marks, logos or brand names without Mash's prior written consent.

(b) Mash shall be permitted to disclose, without your consent, in its marketing, promotional or other similar materials and on its website and orally, the fact that you are a customer of Mash and a general description of your commercial relationship with Mash.

19. AMENDMENTS

Your use of the Service is subject to the most current version of this Agreement in force at the time of such use. To the fullest extent permitted by applicable law, Mash reserves the right to unilaterally update or modify this Agreement from time to time at its sole discretion without seeking your consent or providing notice to you. It is your responsibility to regularly check the website available at: www.getmash.com to view the then-current agreement applicable to your access to and use of the Service. Your continued use of the Service following any changes to this Agreement constitutes your acceptance of such changes. If you do not agree to any change, you must stop using the Service.

20. GOVERNING LAW

Except where prohibited by applicable law, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario, Canada, without reference to conflict of laws principles, and the laws of Canada applicable therein. Except where prohibited by applicable law, any disputes in relation to this Agreement or the use of the Service shall be brought to the courts of competent jurisdiction of the City of Toronto, Ontario, Canada. Residents of Quebec are ineligible to receiving the Service or create an Account.

The legal and regulatory environment surrounding digital assets continues to evolve. You are solely responsible for compliance with any applicable laws related to the use of Bitcoin as a payment method. You agree to provide Mash with information that Mash requests for the purposes of verifying your identity and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit Mash to keep a record of such information. You authorize Mash to make inquiries, whether directly or through third-parties, that Mash considers necessary to verify your identity or protect you and/or Mash against fraud or other financial crime, and to take action Mash reasonably deem necessary based on the results of such inquiries. When Mash carries out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

Except where prohibited by applicable law, any cause of action or claim you may have arising out of or relating to this Agreement or the Service must be commenced within one (1) year after the cause of action accrues, otherwise you agree such cause of action or claim is permanently waived.

21. ADDITIONAL PROVISIONS

This Agreement constitutes the entire agreement between you and Mash with respect to the Service and supersedes all prior or contemporaneous understandings and agreements between you and Mash, whether written or oral, with respect to the Service. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without the prior written consent of Mash. Mash may assign, transfer or sublicense any or all of its rights or obligations under this Agreement without restriction. The failure of Mash to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Mash with respect to such breach or any subsequent breaches. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” Mash will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

22. CONTACT

If you have an issue or need support related to your use of the Service, please contact Mash via email at support@getmash.com.

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