



Last Revised: March 14, 2019

## Terms of Service

Provenance Blockchain, Inc., a Delaware non-stock corporation (the “Company,” “we,” “our,” or “us”), owns and operates the public but permissioned blockchain which can be accessed at [www.provenance.io](http://www.provenance.io) (the “Provenance Blockchain”) and provides certain services in connection with the development and administration of the Provenance Blockchain, including but not limited to setting the stake required to be held by stakeholders (collectively, the “Nodes”), onboarding users and implementing applicable compliance procedures and permissions for users transacting on the Provenance Blockchain, creating auditing and administering smart contracts relating to Provenance Blockchain, and setting and maintaining fees for accessing the Provenance Blockchain (collectively, the “Services”). By accessing or using the Provenance Blockchain and the Services, you (the “User”, “you”, or “your”) agree that you have read, understand and agree to be bound by these terms of service (the “Terms of Service”). Please review these Terms of Service before using the Provenance Blockchain or the Services. If you do not agree to these terms, you should not access the Provenance Blockchain or use the Services.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

## Eligibility

The Provenance Blockchain and the Services are intended solely for Users who are 18 years of age or older (or the age of majority in your state), and any use of the Provenance Blockchain or the Services by anyone under the age of majority is unauthorized and in violation of these Terms of Service. In addition, the Provenance Blockchain and the Services are intended solely for Users who are citizens or permanent residents of the United States of America and are physically present in the United States of America at the time of such use. Lastly, Users of the Provenance Blockchain and the Services must be permissioned by us. Policies and procedures for



permissioning Users are determined by the Company in its sole discretion and may change at any time and from time to time. By using the Provenance Blockchain and the Services, you represent and warrant that you are the age of majority or older, that you agree to and will abide by all of the terms and conditions of these Terms of Service, that you will reasonably comply with all permissioning policies and procedures in place at this time and from time to time and that you are not prohibited by applicable law from using the Provenance Blockchain and/or the Services.

## Termination

You may stop using the Provenance Blockchain and the Services at any time. Termination of your account does not relieve you of any obligation to pay outstanding fees.

If we terminate the Terms of Service or your use of the Provenance Blockchain and/or the Services for reasons other than for cause, we will make reasonable efforts to notify you at least 60 days prior to termination via the email address you provide to us with instructions on how to retrieve your User Content. We may, at any time, terminate your right to use and access the Provenance Blockchain and/or the Services if:

- (a) you fail to make timely payment of fees, if any;
- (b) you materially breach any provision of these Terms of Service (or act in a manner that clearly shows that you do not intend to, or are unable to, comply with the Terms of Service) and (i) the breach cannot be corrected; or (ii) we notify you of the breach and you fail to correct it within 14 days of the notice;
- (c) you physically, verbally, or through other means abuse, threaten, bully or harass us or our personnel (in such circumstances, we may alternatively suspend or restrict your access to the Provenance Blockchain and/or the Services); or
- (d) if we are required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful).

Upon the expiration or termination of the Terms of Service, some or all of the services may cease to operate. Your indemnification obligations, our warranty, disclaimer, limitations of liability and dispute resolution provisions stated in the Terms of Service will survive.

## Revisions

We may make changes to these Terms of Service from time to time in our sole discretion. If we do make revisions, we will post the changed Terms of Service at [www.provenance.io](http://www.provenance.io) and will indicate at the top of this page the date these Terms of Service were last revised. You understand



and agree that your continued use of the Provenance Blockchain and/or the Services after we have made any such changes constitutes your acceptance of the changes to the Terms of Service.

## Proprietary Rights

All content on the Provenance Blockchain user interface, including designs, text, graphics, pictures, video, information and their selection and arrangement (the “Content”), are the proprietary property of the Company with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Company's services, including any Content. Unless explicitly stated in these Terms of Service, nothing in these Terms of Service will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of the Company in the U.S. and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company. Provided that you are eligible to use the Provenance Blockchain and the Services, you are granted a limited license to access and use the Provenance Blockchain and the Services and to download or print a copy of any portion of the Content solely for your use, provided that you keep all copyright or other proprietary notices intact. You may not republish the Content or incorporate the Content in any other compilation, and any other use of the Content is strictly prohibited.

With respect to any material such as audio files, video files, electronic documents, data, images or other information that you upload or import into Provenance Blockchain (“User Content”), where permitted by law, we will only access, view, or listen to User Content to (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, unlawful or technical issues; and (c) enforce the Terms of Service. Our automated systems may analyze your content using techniques such as machine learning. This analysis may occur when the content is sent, received or stored. We require certain licenses from you to your User Content in order to operate and enable the Provenance Blockchain and the Services. When you upload or import User Content to the Provenance Blockchain, you grant us a nonexclusive, worldwide, royalty-free sublicensable and transferable license to use, reproduce, display, distribute, and translate the User Content as needed in response to your actions. This license is only for the purpose of operating or improving the Provenance Blockchain and/or the Services.



## Restrictions

You may not use the Provenance Blockchain or the Services in any manner that violates applicable law. Without our prior consent, you may not use the Provenance Blockchain or the Services in any manner that violates these Terms of Service, or that could damage, disable, overburden, or impair the Provenance Blockchain or the Services or interfere with any other party's use and enjoyment of the Provenance Blockchain or the Services. We may terminate, disable or throttle your access to, or use of, the Provenance Blockchain and/or the Services at any time without notice for any reason, with or without cause in our sole discretion.

You may not use any automated means to access the Provenance Blockchain or the Services or collect any information from the Provenance Blockchain; frame the Provenance Blockchain, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over the Content, or otherwise affect the display of the Content, engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information from the Provenance Blockchain or the Services.

If you are blocked by us from accessing the Provenance Blockchain and/or the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

We may create reasonable technical limits on file size, storage space, processing capacity and other technical limits and may suspend your access to the Provenance Blockchain and/or the Services if you are not within these limits.

## Representations

You represent, warrant and agree that:

- (a) you have the full authority, power and capacity to enter into and carry out your obligations under these Terms of Service;
- (b) no materials of any kind submitted through the Provenance Blockchain or the Services will violate or infringe upon the rights of any third party, or contain otherwise unlawful material
- (c) you will not use the Provenance Blockchain or the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Provenance Blockchain or the Services;
- (d) that you will not hold the Nodes responsible for any loss, damage or legal liability;
- (e) that the Nodes are third-party beneficiaries of any indemnification under these Terms of Service; and



- (f) you will not subcontract any of your duties or obligations under these Terms of Service without the prior written approval of the Company.

## User Communications

By accepting these Terms of Service, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, account with the Company, or physical or electronic address you provide or at which you may be reached.

You agree we, our affiliates, agents, or service providers may contact you in any way, including by e-mail, SMS messages (including text messages), as well as any address in our records or in public or nonpublic databases.

You agree that we and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored.

## Privacy

Please review our Privacy Notice. Your privacy is very important to us. Our Privacy Notice explains how we treat your personal information and protect your privacy when you use the Provenance Blockchain and/or the Services. We will not share or sell any of your information with or to any third party, except as specifically described in our Privacy Notice. By using the Provenance Blockchain and/or the Services, you are also consenting to our Privacy Notice.

(a) Investors who are individuals acknowledge that, consistent with the Privacy Notice, Company will share each individual Investor's name, the number and value of Hash Tokens each individual Investor owns, and the number and value of Hash Tokens each individual Investor seeks to sell (if any), with all other Investors and all other individuals and entities who seek to purchase Hash Tokens. Investors who are individuals further acknowledge that such information constitutes nonpublic personal information. Agreeing to these Terms of Service provides the consent to such information sharing.

(b) Investors that are entities acknowledge that Company will share the entity's name, the number and value of Hash Tokens each entity owns, and the number and value of Hash Tokens each entity Investor seeks to sell (if any), with all other Investors and all other individuals and entities that seek to purchase Hash Tokens.



## Your Account

Your acceptance of the [Electronic Communications Policy](#) is required to create an Account.

You may be presented with the opportunity or requirement to create an account to use certain parts of the Provenance Blockchain or the Services. When you create an account, you may be required to pick a user name, password, and/or other access credentials. You are responsible for maintaining the confidentiality of your account and access credentials and for restricting access to your computer and any other devices you use to access your account, and you agree to accept responsibility for all activities that occur under your account or access credentials. We don't monitor or control what others do with your User Content. You are responsible for determining the limitations that are placed on your User Content and for applying the appropriate level of access to your User Content. You may not assign or otherwise transfer your account to any other person. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit Content. You agree to (1) immediately notify us of any unauthorized use of your access credentials or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session when accessing the Provenance Blockchain. We will not be liable for any loss or damage arising from your failure to comply with this section.

We do not review all User Content uploaded to Provenance Blockchain or through the Services, but we may use available technologies, vendors or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of behavior that indicate spam or phishing), or certain keywords that may indicate inappropriate User Content. In addition, we may access or disclose information about you or your use of Provenance Blockchain and/or the Services (a) when it is required by law (such as when we receive a valid subpoena or search warrant); (b) to respond to your requests for customer service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property or personal safety of us, our users or the public.

## Disclaimers

None of Company, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, representatives, independent contractors or licensors guarantees the accuracy, adequacy, timeliness, reliability, completeness, suitability, availability or usefulness of any of the Provenance Blockchain, Services, and Content, for any purpose, and each of these



persons disclaim liability for errors or omissions in the Provenance Blockchain, Services, or Content.

Except where explicitly stated, nothing on the Provenance Blockchain or in the Services constitutes an offer to sell or a solicitation of an offer to buy or sell any security or to participate in any trading strategy. The Content is not intended to be relied upon as the basis for any investment decision. The Content is not to be construed as legal, business, or tax advice, and you should consult your own attorney, business advisor, and/or tax advisor in order to make an independent determination of the suitability and legal, business, and tax consequences of any action.

Your use of the Provenance Blockchain and the Services is at your sole risk. To the maximum extent permitted by applicable law, the Provenance Blockchain, the Services and all of the Content are provided “as is” and “as available,” without any warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Provenance Blockchain, the Services or the Content. The Company does not warrant that the Provenance Blockchain or the Services are free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under applicable law.

The Provenance Blockchain and/or the Services may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or services on account of technical problems or traffic congestion on the Internet, or on Provenance Blockchain.

The Company reserves the right to change or discontinue any and all Content at any time without notice.

The Provenance Blockchain and the Services may contain links to websites or applications maintained by non-affiliated third parties. Such websites or applications may have terms of use, privacy policies, or security practices that are different from those of the Company. We are not responsible for the contents of any such website or application. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.



## Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF, OR A DELAY OR INABILITY TO USE, THE PROVENANCE BLOCKCHAIN, THE SERVICES OR ANY OF THE CONTENT OR OTHER SERVICES OR MATERIALS ON OR ACCESSED THROUGH THE PROVENANCE BLOCKCHAIN OR THE SERVICES, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROVENANCE BLOCKCHAIN, THE SERVICES, OR CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROVENANCE BLOCKCHAIN AND/OR THE SERVICES.

CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## Governing Law; Venue and Jurisdiction

By visiting or using the Provenance Blockchain and/or Services, you agree that the laws of the State of Delaware, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Service.

You agree that you will not use the Provenance Blockchain, the Services or the Company's products or services in any unlawful manner or for any unlawful purpose. You may not use or otherwise export or re-export the Provenance Blockchain, the Services or the Content except as authorized by U.S. law. You represent and warrant that you are not located in any country that is subject to U.S. country-wide sanctions, or that has been designated by the U.S. as a "terrorist supporting" country, and are not a party listed on any U.S. list of sanctioned, prohibited or restricted parties.

## Indemnity





You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, representatives, agents, contractors, partners and employees, harmless from and against any losses, liabilities, claims, demands, damages, judgments, settlements, penalties, fines, costs, fees and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Provenance Blockchain or the Services, your conduct in connection with the Provenance Blockchain, the Services or with other Users of the Provenance Blockchain or the Services, any violation of these Terms of Service or of any applicable law or the rights of any third party.

Company agrees to indemnify and hold you, and, if applicable, your subsidiaries and affiliates, and each of their directors, officers, representatives, agents, contractors, partners and employees, harmless from and against any losses, liabilities, claims, demands, damages, judgments, settlements, penalties, fines, costs, fees and expenses, including reasonable attorney's fees, arising out of or in connection with Company's obligations under these Terms of Service.

In no event shall you or Company be liable hereunder for any special, indirect, punitive or consequential damages arising out of, pursuant to or in connection with this Agreement, even if you or we have been advised of the possibility of such damages.

## **DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL & CLASS ACTION WAIVER**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Company, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.



***YOU AND COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.***

Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at [support@provenance.io](mailto:support@provenance.io). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to Provenance Blockchain, Inc., 237 Kearny Street #122, San Francisco, CA 94108 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company is entitled.

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the



Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Company and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Company will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Company will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.



Notwithstanding any provision in this Terms of Service to the contrary, Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 888-778-7879 or visit the AAA website at <http://www.adr.org>.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

## Taxes and Third-Party Fees

You must pay any applicable taxes and third-party fees. We are not responsible for those fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.

## Agency Relationship

Except as specifically authorized in these Terms of Service, nothing should be read to create any agency relationship, joint venture or partnership between you and us or any other party and neither you nor the Company has the right to enter into contracts, or pledge the credit of, or incur expenses or liability on behalf of any other party.

## California Residents



Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about must sent to Provenance Blockchain, Inc., Attn: Complaints, 237 Kearny St. #122 San Francisco, CA 94108; telephone: 415-842-2588.

You may also contact 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, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## Other

The failure of the Company to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Service is held invalid, the remainder of these Terms of Service will continue in full force and effect. If any provision of these Terms of Service will be deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of Service and will not affect the validity and enforceability of any remaining provisions.