

# Terms and Conditions

These TERMS AND CONDITIONS (this "Agreement") are agreed to between Orqestra, Inc. a Delaware corporation ("Orqestra", "we" or "us") and you ("You" or "Your") and govern Your use of and access to the Orqestra Platform.

Orqestra offers an automated bitcoin treasury solution comprised of websites provided by and on behalf of Orqestra (collectively, the "Platform"). As used in this Agreement, the term "Platform" includes all such mobile applications and websites and all Services and Content (as defined below). The Platform allows Entities, and their employees and contractors (each, a "User") to buy and store Bitcoin with 3rd parties and verify customer's identities, as described on the Platform ("Services").

Before becoming a User, and before accessing or using the Platform, You are required to agree to the terms of this Agreement. This Agreement is the complete and exclusive agreement between You and Orqestra regarding Your access to and use of the Platform and supersedes any oral or written proposal, unsigned agreements or other communication between You and Orqestra regarding Your access to and use of the Platform.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCESSING OR USING THE PLATFORM, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THESE TERMS, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER ORGANIZATION OR BUSINESS ENTITY OF ANY KIND (collectively "ENTITY"), YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE PLATFORM OR CLICK THAT YOU ACCEPT OR AGREE TO THESE TERMS.

IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, ORQESTRA IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM AND YOU MUST NOT ACCESS OR USE THE PLATFORM.

THESE TERMS CONTAIN AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT ORQESTRA'S LIABILITY TO YOU. YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE PLATFORM.

1. Term. This Agreement is entered into as of the earlier of the date You first access or use Platform (the "Effective Date") and will continue until terminated as set forth herein.

2. Modifications to the Platform. Orqestra reserves the right, at any time, to modify the Platform, as well as the terms of this Agreement, whether by making those modifications available on the Platform or by providing notice to You as specified in this Agreement. Any modifications will be effective upon posting to the Platform or delivery of such other notice, unless otherwise required by law. You may cease using the Platform or terminate this Agreement at any time if You do not agree to any modification. However, You will be deemed to have agreed to any and all modifications through Your continued use of the Platform following such notice.

3. Eligibility. The Platform is intended for use by individuals 18 years of age and older. Additionally, to access and use the Platform You may need to fulfill certain other legal obligations or criteria required in Your jurisdiction. Orqestra makes no representations that the Platform is appropriate or available for use in all jurisdictions. Accessing any part of the Platform is prohibited from any jurisdictions where access to or use of the Platform is prohibited.

#### 4. Accounts and Conduct.

4.1. Account Creation and Responsibility. Before becoming a User, You must establish an account on the Platform (an "Account"). Approval of Your request to establish an Account will be at the sole discretion of Orqestra. Each Account and the User identification and password for each Account (the "Account ID") is for Your sole use and may only be used by You and Your authorized employees and contractors. You may not distribute or transfer Your Account or Account ID or provide a third-party with the right to access Your Account or Account ID. You are solely responsible for all use of the Platform through Your Account. All transactions completed through Your Account or under your Account ID will be deemed to have been lawfully completed by You. You will ensure the security and confidentiality of Your Account ID and will notify Orqestra immediately, by email at [hello@orqestra.io](mailto:hello@orqestra.io), if any Account ID is lost, stolen or otherwise compromised. In connection with establishing an Account, You will be asked to submit certain information about Yourself ("Registration Information"). You agree that: (1) all Registration Information You provide will be true and complete; and (2) You will maintain and promptly update Your Registration Information to keep it accurate and current. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person.

4.2. Your Content. You are solely responsible for all Content you provide, upload, submit, or post to, or generate through access to or use of the Platform including by connecting or communicating with other Users ("Your Content"). Your responsibility for Your Content extends to resolving any disputes that may arise between You and any User or other Entity because of Your Content. By providing, uploading, submitting, posting, or generating Your Content, you grant Orqestra and its authorized representatives and contractors a perpetual and non-exclusive right and license to use, process, store, and transmit, and disclose Your Content to (a) provide the Services and fulfill other obligations described in this Agreement; and (b) further develop and provide services for Orqestra customers. You understand that in certain contexts Your Content

may be visible to, sent to, and viewed by other Users and you expressly waive any privacy rights you may otherwise have in Your Content in such contexts. You agree to allow us, if we elect in our sole discretion, to provide Your Content to other Users in connection with identity verification Services, described below. You represent, warrant, and covenant that Your Content: (a) does not violate this Agreement or any applicable laws; (b) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) does not constitute an infringement or misappropriation of the IPR (as defined below) or other rights of any third-party; (d) is not an advertisement or solicitation of funds, goods, or services; (e) is not false, misleading, or inaccurate; or (f) could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement. Orqestra is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content. You agree that You have all right, title, interest and consent in Your Content necessary to allow Orqestra to use Your Content for the purposes for which You provide Your Content to Orqestra.

4.3. Your Conduct. You agree not to harass, advocate harassment, or to engage in any conduct that is abusive or harmful to any Entity or individual. We reserve the right, but are not obligated, to investigate and/or prohibit any conduct, or remove or refuse to post any Content (including Your Content), that we deem in our sole discretion to be unlawful, harmful, in breach of this Agreement, or otherwise offensive to You, the Platform, Users, our customers, our rights, or any Entity. We assume no liability for any action or inaction with respect to Your conduct, communication, transactions, or Content. Additionally, we may disclose any Content or electronic communication of any kind: (i) to satisfy any law or request by a governmental authority; (ii) if such disclosure is necessary or appropriate to operate the Platform; (iii) to protect our rights or property, our Users and customers, You, or any other Entity; or (iv) if, in our sole discretion, such Content or electronic communication should be referred to law enforcement or other government authorities.

4.4. Retention. Your Content and Account information will be retained according to Orqestra's Privacy Policy located at <https://orqestra.com/privacy-policy> ("Privacy Policy").

## 5. Access.

5.1. To Orqestra Platform. Subject to Your compliance with this Agreement, Orqestra will permit You to access and use the Platform solely for lawful non-consumer business purposes in accordance with the terms of this Agreement and any other agreement You agree to before being given access to any specific areas of the Platform. Orqestra requires You to enable Bitcoin buys via the secure bank transfers through the platform. The terms of any additional agreement will be added in addition to the terms of this Agreement and will also govern Your use of the portions of the Platform to which the additional agreement may apply. In the event of a conflict between the terms of this Agreement and the additional agreement the terms of that additional Agreement will prevail.

5.2. To Content. Unless otherwise noted on the Platform, other than Your Content, all Content available through the Platform (“Platform Content” or “Content”) is owned by Orqestra, the Users providing that Content, or Orqestra’s other Content providers. All Platform Content is for informational purposes only and You are solely responsible for verifying the accuracy, completeness, and applicability of all Platform Content as it may apply to Your use of such Platform Content. Subject to Your compliance with this Agreement, You may access the Platform Content solely for Your own internal business purposes in connection with Your own use of the Platform. You will not, and will not permit any third-party to: (a) alter, modify, reproduce, or create derivative works of any Platform Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Platform Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Platform Content. Orqestra has not verified the accuracy of, and will not be responsible for any errors or omissions in, any Platform Content. Without limiting the foregoing, Orqestra will not be held liable to You or any other third-party for any Platform Content (or any other Content, including Your Content) under any law, including the Communications Decency Act or CDA, 47 U.S.C. § 230. Except as set forth in this Agreement. You are granted no licenses or rights in or to any Platform Content, or any IPR (as defined below) therein or related thereto.

5.3. To Third-Party Sites and Services. The Platform may contain links to third-party sites that are not under the control of Orqestra. Unless otherwise noted, any other site accessed from the Platform is independent from Orqestra, and Orqestra has no control over and is not responsible for its content. Links to third-party websites are provided for Your convenience only and You may access them solely at Your own risk. You acknowledge and agree that Orqestra shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. Your access and use of the third-party sites are governed by the terms of use and privacy policies of these third-party sites.

5.4. To Third-Party Services. The Platform may also provide You with the option, and use of certain Platform features and may require You, to obtain access to services, content, functionality, software and other things developed, provided, or maintained by third party service providers (collectively, “Third Party Services”). All Third Party Services are provided by third parties and are not under the control of Orqestra. You acknowledge and agree that Orqestra shall not be liable or responsible, directly or indirectly, for Your access to or use of any Third Party Services, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Services. Your use of and access to any Third Party Services is solely between You and the third party provider of the Third Party Services. Your access to and use of any Third Party Services is subject to any additional terms, conditions, agreements, or privacy policies provided or entered into in connection with the Third Party Services (each, a “Third Party Agreement”). The terms of any Third Party Agreement (which may include payment of additional fees) will apply to the applicable Third Party Services provided under that Third Party Agreement but will not otherwise apply to Your access to or use of the Platform. Except as

set forth in this Agreement, in the event of a conflict between the terms of this Agreement and a Third Party Agreement, the terms of the Third Party Agreement will control with respect to Your access to and use of any Third Party Services provided under that Third Party Agreement. This Agreement will continue to control in all other respects.

5.4.1. The Platform may provide Users access to an exchange feature enabled through Orqestra's solution provider Cybrid. Users of this exchange feature are bound by Cybrid's Terms of Service which can be found at: [https://cybrid.xyz/hubfs/Legal/Cybrid\\_User\\_Agreement.pdf](https://cybrid.xyz/hubfs/Legal/Cybrid_User_Agreement.pdf)

## 6. Services

6.1. Transactions. Any transaction processed through the Platform will be subject to the bitcoin exchange rate and other terms as may be determined by Orqestra in its sole discretion. By approving a transaction, in addition to the terms of this Agreement, You agree to be bound by the exchange rate and terms applicable to that transaction. The terms determined by the Orqestra will apply in all cases except when they contradict or violate this Agreement, violate applicable law, or if both parties of the transaction consent to alter the terms and conditions of the transaction. You undertake all transactions through the Platform solely at Your own risk. You represent, warrant and covenant that You will not make, provide, receive or attempt to make, provide, or send payments from or to any person or Entity that is (x) a third-party, other than You or (y) currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. After You have approved a transaction, it is not possible to cancel, reverse, dispute or otherwise recover or return Your assets. Once a transaction has been initiated, Orqestra has no control over the transaction and the transaction can only be accepted by confirmation via the underlying blockchain network. You assume sole responsibility for such confirmation and acknowledge that Orqestra assumes no liability with respect thereto. You must notify Orqestra of any payment transaction discrepancies within 180 days from the date the original transaction was initiated.

6.2. Identity Verification. Orqestra, through Third Party Services, is required to obtain, verify and record information that identifies each Client that opens an account on our platform, as part of a Customer Identification Program (CIP), in accordance with section 326 of the USA Patriot Act. Promptly following Orqestra's request, You will provide Orqestra any and all Content, including Your full name and any documents or photographs, necessary for Orqestra to verify Your identity. You hereby represent, warrant and covenant that such Content is accurate, current and complete. Orqestra reserves the right to freeze Your Account until Your identity has been verified pursuant to this Section and to terminate Your Account should You fail to comply with Your obligations under this Section. You ,(and, if acting in a representative capacity, individually and for the Entity You represent) authorize Orqestra and its agents to make such investigative inquiries and request any third-party reports as it deems necessary to verify Your identity and that of Your principals and other agents.

7. Fees. You will pay Orqestra all fees required to access and use of the Platform (“Fees”) as set forth in the following fee schedule: <https://orqestra.io/pricing> or as agreed to in an Separate Agreement. The Fees may be subject to change without notice, at any time and You are responsible for checking applicable Fees prior to transacting. You hereby grant Orqestra the right to charge or deduct funds from your credit card, debit card, online payment account, or other payment method, where applicable for all Fees incurred under this Agreement. All Fees will be non-refundable once paid to Orqestra (including upon any termination or suspension of this Agreement). If Orqestra requires use of collection agencies, attorneys, or courts of law for collection of Your account, You will be responsible for those expenses. You will be responsible for any and all use, sales, and other taxes imposed on your access to and use of the Platform.

8. Termination. This Agreement may be terminated by either party at any time, in that party’s sole discretion, upon notice to the other party as permitted under this Agreement. Upon termination of this Agreement for any reason: (1) all rights granted to You under this Agreement will terminate; (2) You will immediately cease all use of and access to the Platform and all Services, including Your Content and any Platform Content You obtained prior to termination; and (3) Orqestra may, in its sole discretion, delete Your Account or Your Content at any time. Your Content may continue to exist on the Platform and be visible to Users after termination of this Agreement unless You actively delete it or contact Orqestra support and request deletion. If you have cryptocurrency assets linked to Your Account, You shall provide Orqestra a valid bank account number promptly following termination. Within a reasonable time after receiving Your bank account number, Orqestra will convert your cryptocurrency holdings into fiat currency and deposit the same in Your designated bank account, less any applicable transaction fees incurred. Orqestra may request, and You shall provide, reasonable proof of ownership of such bank account prior to Orqestra completing the deposit. Sections 7 (Fees), 8 (Termination), 10 (Platform Technology), 11 (Ownership), 12 (Feedback), 14 (Representations and Warranties), 15 (Disclaimers), 16 (Indemnity), 17 (Limitation on Liability), 18 (Data Privacy), 19 (TCPA Consent), 20 (Claims of Infringement), 21 (Force Majeure), 22 (Arbitration), 23 (Class Action Waiver), 24 (Governing Law and Venue), 25 (Notices), 26 (Interpretation) and 27 (Additional Terms) will survive any expiration or termination of this Agreement.

9. Suspension. Without limiting Orqestra’s right to terminate this Agreement, Orqestra may also suspend Your access to Your Account and the Platform (including Your Content), with or without notice to You, upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct deemed by Orqestra to be inappropriate or detrimental to Orqestra, the Platform, or any other Orqestra customer or User.

10. Platform Technology. The Platform, and the databases, software, hardware and other technology used by or on behalf of Orqestra to operate the Platform, and the structure, organization, and underlying data, information and software code thereof (collectively, the “Technology”), may constitute valuable trade secrets of Orqestra. You will not, and will not permit any third-party to: (1) access or attempt to access the Technology except as expressly

provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third-party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology. Orqestra uses reasonable means to protect the security of the Platform, but You acknowledge that perfect security on the internet is impossible and that, as a result, Your Content may be exposed in the event of a breach.

11. Ownership. Orqestra retains all rights, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Platform under this Agreement. The Orqestra name, logo and all product and service names associated with the Platform are trademarks of Orqestra and its licensors and providers and You are granted no right or license to use them. For purposes of this Agreement, "IPR" means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

12. Feedback. You agree that any feedback or ideas You provide to Orqestra regarding the Platform or its underlying Technology or any suggested improvements thereto (together, the "Feedback") will be the exclusive property of Orqestra. To the extent You own any rights in the Feedback, You hereby agree to, and hereby do, assign all right, title and interest in and to the Feedback to Orqestra. You agree to perform all acts reasonably requested by Orqestra to perfect and enforce such rights.

13. Availability. Orqestra will use reasonable efforts to ensure that the Platform can be accessed by You in accordance with this Agreement; however, Orqestra does not guarantee that the Platform will be available at all times. Orqestra will make reasonable efforts to give you notice of planned maintenance. You accept the risks associated with the fact that you may not always be able to use the Platform or carry out transactions using Your Account.

14. Representations and Warranties.

14.1. General. You hereby represent and warrant to Orqestra that: (a) You have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on Your behalf; and (c) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement.

14.2. Compliance with Laws. You acknowledge that the Platform is a general-purpose online service and is not specifically designed to facilitate compliance with any specific law. Your use of the Platform in compliance with any specific law, rule, or regulation applicable to You, or other data or information You may provide or generate through the Platform is Your sole responsibility. Orqestra is not responsible for enabling Your compliance with any such law or for Your failure to comply. Regardless of the jurisdiction in which You use or access the Platform, You represent and warrant to Orqestra that Your use of and access to the Platform, including, without limitation, Your Content and any other data or information You may provide or generate through Your use of or access to the Platform, will comply with all applicable laws, rules, and regulations and will not cause Orqestra itself to violate any applicable law. The foregoing obligation includes compliance with all laws that are applicable to the transmission of data on the internet, including, but not limited to, laws governing the transmission of data or funds across international boundaries, into prohibited countries, and containing financial, technical, and/or personally identifiable information.

## 15. Disclaimers

15.1. No Tax, Legal, Financial, or Investment Advice. You should not interpret any Content provided on the Platform as tax, legal, financial, or investment advice. Orqestra has no special relationship with or fiduciary duty to You and Your use of the Platform does not create such a relationship. You agree and acknowledge that You are solely responsible for conducting legal, accounting and other due diligence review on the information posted on the Platform.

15.2. Acknowledgement of Cryptocurrency Risk. Orqestra does not endorse or represent the reliability or accuracy of any Content distributed through or accessed from the Platform, and has not performed any investigation into such Content. Orqestra shall, therefore, not be liable for any investment decisions or transactions made based upon any Content available on the Platform. Any reliance upon such Content is at Your sole risk. You further acknowledge and agree that any investment or transaction, particularly one involving cryptocurrency, includes a high degree of financial risk, that You are solely responsible for determining the suitability of Your investments and transactions, and that You accept the risks associated with such decisions, including the risk of losing the entire amount of Your principal.

15.3. Transaction Disputes. Orqestra's only involvement in digital transactions on the Platform is as a facilitator. If a disagreement occurs between You and a Third Party Service or customer over a transaction (a "Transaction Dispute"), You and that Third Party Service or customer are



solely responsible for resolving the Transaction Dispute. Orqestra disclaims any liability arising out of or relating to a Transaction Dispute and will not mediate, attempt to resolve, or otherwise become involved in any Transaction Dispute.

15.4. General. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." ORQESTRA AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, AVAILABILITY, ADEQUACY OR CURRENCY OF ANY SERVICES OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED THROUGH THE PLATFORM. ORQESTRA AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM AND THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. ORQESTRA AND ITS PROVIDERS DO NOT WARRANT THE RELIABILITY, ACCURACY, INTEGRITY, SECURITY, COMPLETENESS, ADEQUACY OR CURRENCY OF THE PLATFORM, AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED BY USERS OF THE PLATFORM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE PLATFORM, ORQESTRA OR ITS EMPLOYEES, PROVIDERS OR AGENTS SHALL CREATE A WARRANTY OF ANY KIND. ORQESTRA AND ITS PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR OPERATE UNINTERRUPTED OR ERROR FREE.

16. Indemnity. You hereby agree to indemnify, defend, and hold harmless Orqestra and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, Users, customers, providers, licensees, and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising in any manner from: (1) Your access to or use of the Platform; (2) Your Content or Account information or other Content You provide through the Platform; and (3) Your breach of any representation, warranty, or other provision of this Agreement. Orqestra will provide You with notice of any such claim or allegation, and Orqestra will have the right to participate in the defense of any such claim at its expense.

17. Limitation on Liability. ORQESTRA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, EVEN IF ORQESTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. ORQESTRA'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ITS PROVISION OF THE PLATFORM UNDER THIS AGREEMENT,

WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES YOU ACTUALLY PAID TO ORQUESTRA FOR USE OF AND ACCESS TO THE PLATFORM IN THE PRECEDING TWELVE MONTHS. YOU AGREE THAT ORQUESTRA WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, ORQUESTRA' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Data Privacy. You expressly consent to the use and disclosure of Your personally identifiable information and Your Content as described in the Privacy Policy. Notwithstanding anything in the Privacy Policy, Orqestra will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from Your access to and use of the Platform. To the extent any such non-personally identifiable data or information is collected or generated by Orqestra, the data and information will be solely owned by Orqestra and may be used by Orqestra for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as the source thereof.

19. TCPA Consent. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Orqestra or anyone calling on our behalf, You expressly consent to be contacted by Orqestra and anyone calling on our behalf for any and all purposes arising out of or relating this Agreement or Your use of the System or Services, at any telephone number, or physical or electronic address You provide or at which You may be reached. You agree that Orqestra may contact You in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto-telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by You or someone else. In the event that an agent or representative calls, he or she may also leave a message on Your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) You have provided to us, or numbers we can reasonably associate with Your Account (through skip trace, caller ID capture or other means), with information or questions about Your Account or use of the System or Services. You certify, warrant and represent that the telephone numbers that You have provided to us are Your contact numbers. You represent that You are permitted to receive calls at each of the telephone numbers You have provided to us and agree to promptly alert us whenever You stop using a particular telephone number. Your cellular or mobile telephone provider will charge You according to the type of plan You carry. You also agree that we may contact You by e-mail, using any email address You have provided to us or that You provide to us in the future. We may listen to and/or record phone calls between You and our representatives without notice to You as permitted by applicable law and for quality monitoring purposes.

20. Claims of Infringement. Orqestra respects Your copyrights and other intellectual property rights and those of other third parties. If You believe in good faith that Your copyrighted work has been reproduced on Platform without Your authorization in a way that constitutes copyright infringement, You may notify us or our designated copyright agent by mail to:

390 NE 191st St STE 8485 Miami, FL 33179

Please include the following information in Your correspondence: (1) the identity of the infringed work, and of the allegedly infringing work; (2) Your name, address, daytime phone number, and email address, if available; (3) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and (5) Your electronic or physical signature.

21. Force Majeure. Neither party will be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of God or any governmental body (including regulation, enforcement, controls or restrictions on cryptocurrency, blockchain, the System or the Service), war or national emergency, riots or insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control.

22. Arbitration. Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "Dispute"), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the rules of the American Arbitration Association ("AAA") then in effect (the "Rules"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "Initial Period") after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Orqestra in Los Angeles, California, U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators will require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred

in enforcing the award may be charged against the party that resists its enforcement. Notwithstanding the foregoing, You agree that the following matters shall not, at the election of Orqestra, be subject to binding arbitration: (a) any dispute concerning Orqestra's or its suppliers or service providers' IPR; (b) any dispute related to or arising from allegations of criminal activity; or (c) any claim for injunctive relief.

23. Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION SHALL BE JOINTED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND ORQESTRA SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

24. Governing Law and Venue. The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of California, U.S.A. as such laws apply to contracts between California residents performed entirely within Illinois without regard to the conflict of laws provisions thereof. Subject to Section 21, each party hereto: (a) consents to and waives any objections to personal jurisdiction, service of process, and venue in the federal and state courts located in Los Angeles, California; and (b) agrees that any action arising out of or relating to this Agreement will be filed and prosecuted only in such courts.

25. Notices. Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Orqestra by postal mail to the following address: 390 NE 191st St STE 8485 Miami, FL 33179. Orqestra may provide You with any notices required or allowed under this Agreement by sending You an email to any email address You provide to Orqestra in connection with Your Account, provided that in the case of any notice applicable both to You and other Users of Platform, Orqestra may instead provide such notice by posting on Platform. Notices provided to Orqestra will be deemed given when actually received by Orqestra. Notice provided to You will be deemed given upon posting to Platform or sending via e-mail, unless otherwise required by law prohibited or (as to e-mail) the sending party is notified that the e-mail address is invalid.

26. Interpretation. Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States. To the extent any translated version of this Agreement conflicts with the English language version, the English language version will control. When interpreting this Agreement: (1) any headings are for reference purposes only and shall not be used in the

construction and interpretation of this Agreement; (2) the singular includes the plural, and vice versa; (2) "includes", "including", "for example", "such as" and similar terms are not words of limitation; (3) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement; (4) "law" means any foreign, federal, state or local law (including common law), statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; and (5) "governmental authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

27. Additional Terms. This Agreement is the complete and exclusive agreement between You and Orqestra regarding Your access to and use of the Platform. Other than any Separate Agreement as may be executed by the parties regarding Orqestra's Services, this Agreement supersedes any prior agreement or proposal, oral or written, and any other communications between You and Orqestra relating to Your use of the Platform. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers by Orqestra under this Agreement must be in writing or later acknowledged by Orqestra in writing. Any waiver or failure by Orqestra to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Orqestra of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. You may not assign or transfer either this Agreement or any of Your rights or obligations hereunder (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of Orqestra. Any assignment in violation of the foregoing will be null and void. Orqestra may assign this Agreement to any party that assumes Orqestras's obligations hereunder. The parties hereto are independent contractors, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.