

TERMS OF USE

Last Updated: July 11, 2023

These Terms of Use ("**Terms**") set forth the binding legal agreement between you and Intersect, ("**Company**", "**we**", "**us**", or "**our**"). These Terms govern your use of this website and all of the related websites, mobile apps, products and services offered by Company and its affiliated entities including our plug-ins and browser extensions (collectively, the "**Products**").

These Terms provide important information to you, including your agreement under Section 7 to resolve any disputes by individual arbitration and to waive the right to participate in any kind of class action, unless you choose to opt-out as described in Section 7 below. The Terms also cover our limitation of liability to you. By agreeing to these Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or any type of representative actions.

We encourage you to review these Terms carefully. By accessing or using the Products in any way, including browsing any Company-owned website, you are agreeing to these Terms in their entirety. If you do not agree to any of the Terms, you may not use the Products.

1. Using the Products.

- a. **Who can use it.** You must be at least the age of majority in the state where you live to use the Products. Use of the Products by anyone under 16 years of age is strictly prohibited.
- b. **Privacy Policy.** Our privacy practices are set forth in our Privacy Policy. By using the Products in any way, you understand and acknowledge that the terms of the Privacy Policy apply to you.

2. Your Content

- a. **Definition of Your Content.** The Products may enable you to post materials, including without limitation photos, profile pictures, messages, comments, and testimonials. You may also post reviews of third-party service providers, third-party products, or third-party services. All materials that you post on the Products will be referred to collectively as "**Your Content.**"
- b. **License and Permission to Use Your Content.** You hereby grant to us and our affiliates, licensees and sublicensees, without compensation to you or others, a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute Your Content, or any portion thereof, throughout the world in any format, media or distribution method (whether now known or hereafter created) for the duration of any copyright or other rights in Your Content. Such permission will be perpetual and may not be revoked for any reason, to the maximum extent permitted by law. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in Your Content. If you identify yourself by name or provide a picture or audio or video recording of yourself, you further authorize us and our affiliates, licensees and sublicensees, without compensation to you or others, to reproduce, print, publish and

disseminate in any format or media (whether now known or hereafter created) your name, voice and likeness throughout the world, and such permission will be perpetual and cannot be revoked for any reason, except as required by applicable law. You further agree that we may use Your Content in any manner that we deem appropriate or necessary.

- c. **Ownership.** We acknowledge and agree that you, or your licensors, as applicable, retain ownership of any and all copyrights in Your Content, subject to the non-exclusive rights granted to us in the paragraph above, and that no ownership of such copyrights is transferred to us under these Terms. Further, with respect to Your Content in the form of photos, and subject to Company product and user experience considerations: (a) we will use commercially reasonable efforts to maintain the attribution of such photos as submitted by you, and (b) we will not license or sublicense to third parties individual photos or collections of photos, except in each case for Company Business Purposes. "**Company Business Purposes**" means any use in connection with a Product or Company co-branded website, application, publication or service, or any use which advertises, markets or promotes Products, the services or the information it contains, Company, or its affiliates. Company Business Purpose specifically includes the use of Your Content within the Products in connection with features and functions offered by Company to our users that enable them to view and interact with Your Content (such as Dapp reviews).
- d. **Your Responsibilities for Your Content.** By posting, uploading, or submitting Your Content to any Products, you represent and warrant to us that you have the ownership rights, or you have obtained all necessary licenses or permissions from any relevant parties, to use Your Content in this manner. This includes obtaining the right to grant us the rights to use Your Content in accordance with these Terms. You are in the best position to judge whether Your Content is in violation of intellectual property or personal rights of any third-party. **You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with Your Content.** You are responsible for ensuring that Your Content does not violate Company's Copyright and Trademark Policy, or any applicable law or regulation. You agree to pay all royalties, fees, and any other monies owed to any person by reason of Your Content.
- e. **Limits.** We reserve the right to remove Your Content, in whole or part, for any reason (which may include a reported violation of our Copyright and Trademark Policy). We reserve the right to remove Your Content, in whole or in part, submitted by you for any reason without notice. We do not guarantee that we will publish all of Your Content.

3. Our Content and Materials.

- a. **Definition of Our Content and Materials.** All intellectual property in or related to the Products (specifically including, but not limited to, our software, the Company marks, the Company logos) ("**Our Content and Materials**") is the property of Company
- b. **Our License to You.** Subject to these Terms of Use, including the restrictions below, we grant you a limited non-exclusive license to use and access Our Content and Materials in connection with your use of the Products. Except as expressly agreed to otherwise by us (such as your entering into another other agreement with us), your use of the Products must be limited to personal, non-commercial use. We may terminate this license at any time for any reason. Except for the rights and license granted in these terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise.
- c. **No Endorsement or Verification.** Please note that the Products may enable access to third-party content, products, and services, and it offers interactions with third parties that we do not control. We assume no responsibility for, nor do we endorse or verify the

content, offerings or conduct of third parties (including but not limited to the products or services offered by third parties or the descriptions of the products or services offered by third parties). Participation in or availability on the Products does not amount to endorsement or verification by us. We make no warranties or representations with respect to the accuracy, completeness or timeliness of any content posted on or in the Products by anyone.

- d. **Restrictions.** Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit Our Content and Materials without our express written permission. Company's permission to you for your use of the Products expressly excludes commercial use by you of any information concerning product descriptions for the benefit of another merchant. You are expressly prohibited from any use of data mining, robots, or similar data gathering and extraction tools in your use of the Products. You may view and print a reasonable number of copies of web pages located on the Products for your own personal use, provided that you retain all proprietary notices contained in the original materials, including attribution to Company.
- e. **Ownership.** You acknowledge and agree that the Products and Company marks will remain the property of Company. The content, information and services made available on the Products are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. You acknowledge that you do not acquire any ownership rights by using or interacting with the Products.

4. Other Offerings on the Products.

- a. **Third-Party Services.** You may be provided the opportunity on the Products to purchase services that are offered by third parties (collectively "**Third-Party Services**"). The availability of any Third-Party Services on the Products does not imply our endorsement of the Third-Party Services.
- b. **Third-Party Sites.** The Products may contain links to other websites (the "**Third-Party Sites**") for your convenience. We do not control the linked websites or the content provided through such Third-Party Sites. Your use of Third-Party Sites is subject to the privacy practices and terms of use established by the specific linked Third-Party Site, and we disclaim all liability for such use. The availability of such links does not indicate any approval or endorsement by us.

5. Disclaimers and Limitations of Liability.

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF Company ENTITIES TO YOU.

THE "Company ENTITIES" MEANS IO GLOBAL, INC., Company SINGAPORE PTE. LTD. AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

- a. WE ARE PROVIDING YOU THE PRODUCTS, SERVICES, INFORMATION, PRODUCTS, PRODUCT DESCRIPTIONS, AND THIRD-PARTY CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE Company ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET

ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

- b. THE Company ENTITIES MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR: (i) CONTENT POSTED BY ANY THIRD-PARTY ON THE PRODUCTS, (ii) THE PRODUCT DESCRIPTIONS OR PRODUCTS, (iii) THIRD-PARTY SITES AND ANY THIRD-PARTY PRODUCT OR SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE Company PRODUCTS, AND (iv) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR ANY Company PRODUCT.
- c. YOU AGREE THAT UNDER THE MAXIMUM EXTENT PERMITTED BY LAW, THE Company ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT THE Company ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF THE Company ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF AND IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR ANY Company PRODUCTS OR (ii) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (A) ONE-HUNDRED DOLLARS (USD\$100) OR (B) THE AMOUNTS PAID OR PAYABLE BY YOU TO Company IN CONNECTION WITH THE PRODUCTS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM. YOUR USE OF THE PRODUCTS, PRODUCTS, INFORMATION, OR SERVICES IS AT YOUR SOLE RISK.

6. Indemnification.

You agree to fully indemnify, defend, and hold the Company Entities and their directors, officers, employees, consultants, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (a) your breach of any part of these Term; (b) any allegation that any materials you submit to us or transmit to the Products infringe or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party; (c) your activities in connection with the Products or other websites to which the Products are linked; and/or (d) your negligent or willful misconduct.

7. Dispute Resolution.

If you have a dispute with the Company, you agree to contact us to attempt to resolve the issue informally first. If we are not able to resolve the dispute informally, then this section will govern any legal dispute that arises out of or relates to the Products or involves our services.

- a. **Binding Arbitration.** You and Company agree that any dispute, claim or controversy arising out of or relating to these Terms or to your use of the Products (collectively "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. **This means that you and Company both agree to waive the right to a trial by jury.**
- b. **Class Action Waiver.** You and Company agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. **This means that, in connection with any Dispute, you and Company both agree to waive the right to participate as a plaintiff as a class**

member in any class action proceeding. Further, unless you and Company agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person's claims and may not preside over any form of class action proceeding.

- c. **Arbitration Administration and Rules.** The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules (if you use the Products as a consumer) or Commercial Arbitration Rules (if you are a professional, vendor, seller or other business), as applicable and then in effect (the "**AAA Rules**"), except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <http://www.adr.org>).
- d. **Arbitration Process.** A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within 7 days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.
- e. **Arbitration Location and Procedure.** The seat of the arbitration shall be in New York, NY, unless you and Company agree otherwise or the AAA Rules or AAA Consumer Due Process Protocol, as applicable, provide otherwise. If your claim does not exceed USD\$10,000, then the arbitration will be conducted solely on the basis of documents you and Company submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.
- f. **Arbitrator's Decision and Governing Law.** The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimers and Limitations of Liability" section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant's individual claim.
- g. **Fees.** Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules.
- h. **Opt-Out.** You have the right to opt out of the arbitration provisions of Section 8 by sending a written notice of your decision to opt out to legal@iohk.io. The notice must be postmarked within 30 days of the later of: (i) the date that you first agreed to the Terms; and (ii) the date that you became subject to this provision under Section 8(h). You must include all of the following in the written notice: (1) your name and mailing address; (2) the email address associated with your account; and (3) a clear statement that you want to opt out of these Terms' arbitration agreement.

If you have a dispute with another user on the Products or with any third party, you agree that the Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Company, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way

related to such disputes and/or the Products. **As part of this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit this release to only include those claims that you may know or suspect to exist in your favor at the time of agreeing to this release, including under California Civil Code section 1542,** which reads as follows: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

8. Communications.

You are not required to agree to receive promotional text messages, calls or pre-recorded messages as a condition of using the Products. By electing to submit your phone number to us and agreeing to these Terms, you agree to receive communications from the Company Entities, including via text messages, calls, pre-recorded messages, and push notifications, any of which may be generated by automatic telephone dialing systems. These communications include, for example, operational communications concerning your account or use of the Products, updates concerning new and existing features on the Products, communications concerning promotions run by us or third parties, and news relating to the Products and industry developments. Standard text message charges applied by your telephone carrier may apply to text messages we send. If you submit someone else’s phone number or email address to us to receive communications from the Company Entities, you represent and warrant that each person for whom you provide a phone number or email address has consented to receive communications from Company.

If you wish to stop receiving promotional emails or promotional text messages, we provide the following methods for you to opt-out or unsubscribe: (a) follow the instructions we provide in the email or initial text message for that category of promotional emails or text messages or (b) if you have an account on the Products, you may opt-out or unsubscribe using your settings.

9. Miscellaneous.

- a. **Notice for California Users.** Under California Civil Code Section 1789.3, California users of the Products are entitled to the following specific consumer rights notice: The services are provided by Intersect, 2015 Ionosphere Street, Ste 201 Longmont, CO 80504. If you have a question or complaint regarding the Products, please contact the Company at legal@iohk.io or by writing to our mailing address. California residents contact the Consumer Assistance Unit of the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 or hearing impaired persons may dial 711, 1-800-735-2929 (TTY), or 1-800-735-2922 (Voice) for California Relay Service.
- b. **Supplemental Terms for Certain Services.** Certain services offered on the Products may require you to enter into a separate agreement and/or be subject to additional terms. In the event of any conflict between these Terms and the terms of that separate agreement, the terms of these Terms will control, unless the separate agreement specifically references that it will control in the event of a conflict.
- c. **Application Provider Terms.** If you access the Products through a Company application, you acknowledge that these Terms are between you and Company only, and not with another application service or application platform provider (such as Apple, Inc., or Google Inc.), which may provide you the application subject to its own terms.
- d. **Controlling Law and Jurisdiction.** These Terms will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to

their conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a federal or state court located in New York, New York for any actions for which the arbitration provision, as set forth in Section 7, does not apply.

- e. **Export.** The Products are controlled and operated from our United States offices in Colorado. Company software is further subject to United States export controls. No software for Company may be downloaded or otherwise exported or re-exported in violation of any applicable laws or regulations. You represent that you are not (1) located in a country that is subject to a U.S. government embargo, and (2) listed on any U.S. government list of prohibited or restricted parties.
- f. **Changes.** We reserve the right to:
 - i. change the terms of these Terms, consistent with applicable law;
 - ii. change the Products, including eliminating or discontinuing any information or services or other features in whole or in part; and
 - iii. deny or terminate your Company account, or use of and access to the Products.If we make material changes to the Terms, we will notify you through the Products, by email, or by other means, to offer you an opportunity to review the changes before they become effective. You agree that your continued use of the Products after such changes become effective constitutes your acceptance of the changes. If you do not agree with any updates to these Terms, you may not continue to use the Products. Be sure to return to this page periodically to ensure your familiarity with the most current version of the Terms of Use. Any changes to the Terms will be effective on a going forward basis.
- g. **Languages.** The English version of these Terms will be the binding version and all communications, notices, arbitrations and other actions and proceedings relating to these Terms will be made and conducted in English, even if we choose to provide translations of these Terms into the native languages in certain countries. To the extent allowed by law, any inconsistencies among the different translations will be resolved in favor of the English version.
- h. **Assignment.** No terms of these Terms, nor any right, obligation, or remedy hereunder is assignable, transferable, delegable, or sublicensable by you except with Company's prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. Company may assign, transfer, or delegate these Terms or any right or obligation or remedy hereunder in its sole discretion.
- i. **Waiver.** Our failure to assert a right or provision under these Terms will not constitute a waiver of such right or provision.
- j. **Headings.** Any heading, caption, or section title contained is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.
- k. **Further Assurances.** You agree to execute a hard copy of these Terms and any other documents, and take any actions at our expense that we may request to confirm and effect the intent of these Terms and any of your rights or obligations under these Terms.
- l. **Entire Agreement and Severability.** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Products and constitutes the entire agreement between you and us regarding the Products. If any part of these Terms is found to be unenforceable, then that part will not affect the enforceability of the remaining parts of the Agreement, which will remain in full force and effect.
- m. **Survival.** The following provisions will survive expiration or termination of these Terms: Section 2 (Your Content), Section 3(d)(Restrictions) and 3(e)(Ownership), Section 5 (Disclaimers and Limitations of Liability), Section 6 (Indemnification), Section 7 (Dispute Resolution) and Section 9 (Miscellaneous).