

Ansible Terms of Use

Last Updated: February 2023

Please review these Terms of Use (“**Terms**”) carefully, as they set forth the legally binding terms and conditions that govern your use of our website located at <https://www.ansiblelabs.xyz/> (“**Website**”), access to our website-hosted user interface located at <http://app.beam.ansiblelabs.xyz> (the “**App**”), including related trademarks, software code, and other intellectual property, and the Beam product (“**Beam**”) (together, the “**Site**”). These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Site.

The Sites are copyrighted works belonging to Ansible, Labs Inc. (“**Ansible Labs**,” “**Company**,” “**us**,” “**our**,” and “**we**”), a Delaware corporation. Your submission of information, including personally identifiable information or personal data (“**Personal Data**”), through or in connection with the Site is governed by the terms of our privacy policy as updated from time to time, available at <https://ansiblebeam.xyz/legal/#privacy-policy> (“**Privacy Policy**”). All such additional terms, guidelines, and rules, including our Privacy Policy, are incorporated by reference into these Terms.

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THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY CLICKING “I AGREE” TO THESE TERMS OR OTHERWISE ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), INCLUDING, WITHOUT LIMITATION, THE MANDATORY ARBITRATION PROVISION IN SECTION 17. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE SITE.

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Please carefully review the disclosures and disclaimers set forth in Section 15 in their entirety before using any software initially developed by Ansible Labs. The information in Section 15 provides important details about the legal obligations associated with your use of the Site.

1. Description of the Platform

- i. Platform. The Ansible Platform, also known as Beam, is a web3 payments platform that enables payouts to and from web3 blockchain accounts. Beam is one of our core products which enables our users (“**User**”) to transfer and receive digital assets, access liquidity for the conversion of funds between digital assets and fiat currencies and instruct transfers to and from your bank accounts or Wallets (defined below). By agreeing to these Terms, you are explicitly giving Ansible Labs permission to act on your behalf and fulfill orders as instructed. We retain full discretion to refuse to accept any User or to complete any instruction to transfer, receive, send, withdraw, or convert money or digital assets held in your Wallet or account at any time.
- ii. Deposits. The Ansible Platform is a custodial service that we offer via our partner ZeroHash. By agreeing to these Terms, you are also agreeing to ZeroHash Terms and Conditions available at <http://www.zerohash.com/ansible>. In order to transfer digital assets to the Ansible Platform, Users must first request a deposit Wallet address via the Ansible Platform. A ZeroHash Wallet address

will be provided to the User. Once the User has transferred their digital assets into the ZeroHash Wallet address, the User's Ansible account will be updated to show the new deposit amount.

- iii. Transfer. In order to sell digital assets on the Ansible Platform, Users must first input their card information or connect their bank account and select a destination for pay outs from the Ansible Platform. Upon receiving a transfer from Users, the Ansible Platform will convert User ETH or USDC to USD. We may choose to support additional crypto assets in the future. Funds typically arrive in the User's selected bank account within 3 business days depending on the payment selected and whether your bank supports real-time deposits.

2. Accounts

- i. You must connect an Ethereum wallet to the App ("Wallet") and authorize Ansible Labs to access your Wallet in order to use certain features of the Ansible Platform, including Beam. We may choose to support additional networks in the future. Your public Wallet address will become your account ID for logging into your Ansible account. You represent and warrant that you are the exclusive owner and controller of the Wallet and Ansible account. You are responsible for maintaining the confidentiality of any financial information related to your Wallet.
- ii. You may sign out of the Ansible Platform by disconnecting your Wallet from the App at any time, for any reason. You can do this by going onto the App, clicking "Connect to a wallet" and then "Disconnect". You may deactivate or delete your account at any time, for any reason. You can do this by going onto the App and clicking "Deactivate Account".

3. Identity Verification and On Chain Screening

- i. You agree and acknowledge that you will be required to complete identification verification in order to use certain features of the Ansible Platform. This includes, and is not limited to, the following: first and last name, email, zip code, street address, city, state, date of birth and social security number. If you are unable to provide any of the requested information, you may be prevented from accessing certain features of the Ansible Platform. We will not be liable for any loss or damage arising from your failure to comply with this section.
- ii. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to act we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal data may be disclosed to fraud prevention or financial crime agencies.
- iii. You agree and acknowledge that identity verification process will be conducted by Persona. By agreeing to these Terms, you are also agreeing to the Terms and Conditions and Privacy Policy of Persona. Any sharing of personal data between Ansible Labs and Persona is governed by the Ansible Privacy Policy.
- iv. You agree and acknowledge that your Wallet addresses will undergo on chain screening via a third-party service provider, and that we may block certain transactions if the information provided does not match our records. All wallets must be screened and vetted before a User can start using features of the Ansible Platform.

- v. Failure to provide any reasonably requested information pursuant to applicable money laundering laws and regulations after you have become a customer shall be grounds for the suspension of your account and/or termination of these Terms.

4. Use of the Site / Fees & Price Estimates

- i. As a condition to accessing or using the Site, you represent and warrant to Ansible Labs the following:
 - a) if you are entering into these Terms as an individual, that you are at least 18 years old or of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them;
 - b) if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
 - c) you are the exclusive beneficial and/or legal owner of any digital asset used or to be used for the purchase or sale of any digital asset on the Site;
 - d) you are not a resident, national, or agent of Afghanistan, Balkans, Belarus, Burma, Cuba, Democratic Republic of Congo, Central African Republic, Ethiopia, Iran, Iraq, Lebanon, Libya, Mali, Nicaragua, North Korea, Somalia, Sudan, South Sudan, Syria, Crimea Region of Ukraine, Russia, Venezuela, Yemen or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, "**Restricted Territories**");
 - e) you have not been identified as a Specially Designated National or placed on any sanctions lists by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State (collectively, "**Sanctions Lists Persons**"); and you will not use our Website to conduct any illegal or illicit activity;
 - f) you do not intend to transact with any Restricted Person or Sanctions List Person;
 - g) you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Website or App; and
 - h) your access to the Site is not (a) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Ansible Labs, you, the Site, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "**Applicable Laws**"); or (b) contribute to or facilitate any illegal activity.
- ii. As a condition to accessing or using the Site, you acknowledge, understand, and agree to the following:

- a) from time to time, any part of the Site may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Ansible Labs or any of its suppliers or contractors may undertake from time to time; (c) causes beyond Ansible Labs' control or that Ansible Labs could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;
 - b) we reserve the right to disable or modify access any part of the Site at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Site being inaccessible to you at any time or for any reason;
 - c) the Site may evolve, which means Ansible Labs may apply changes, replace, or discontinue (temporarily or permanently) any part of the Site at any time in its sole discretion;
 - d) Ansible Labs does not act as an agent for you or any other User of the Site;
 - e) you are solely responsible for your use of the Site, including all of your transfers of digital assets;
 - f) to the fullest not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
 - g) you are solely responsible for reporting and paying any taxes applicable to your use of the Site; and
 - h) we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so, and if you experience a problem with any transactions in digital assets using the Site, then you bear the entire risk.
- iii. As a condition to accessing or using the Site, you covenant to Ansible Labs the following:
- a) in connection with using the Site, you only will transfer legally obtained digital assets that belong to you;
 - b) you will obey all Applicable Laws in connection with using the Site, and you will not use the Site if the laws of your country, or any other Applicable Law, prohibit you from doing so;
 - c) any digital assets you use in connection with the Site are either owned by you or you are validly authorized to carry out actions using such digital assets; and
 - d) in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will maintain the security and confidentiality of your private keys associated with your public Ethereum address.
- iv. Each User must pay an ad valorem fee of 3% per transaction with a cap of \$15 ("Fee"). This Fee is subject to change at any time and is charged in addition to the spread. The exchange rate will

be calculated using rates from various ZeroHash liquidity providers; however, this may change in the future.

- v. For Legal and Security reasons, there is a \$10,000 per transfer limit when using our services. We impose limits on transaction size for all users across all payment types. Each user will be permitted to send up to \$10,000 in a single payment. In the event a user sends greater than \$10,000 in a single payment, there may be processing delays, or the payment may be returned to the sender. Transfers can be declined for reasons other than the transaction limit.
- vi. In connection with your use of the Site, you are required to pay all fees necessary for interacting with the Ethereum blockchain, including “gas” fees, as well as all other fees reflected on the Site. The value of the gas fee changes, often unpredictably, and is entirely outside of the control of Ansible Labs. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to use the Site and interact with the Ethereum blockchain. You acknowledge that under no circumstances will a transaction be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the gas fee for the given transaction was unknown, too high, or otherwise unacceptable to a User. You also acknowledge and agree that the gas fee is non-refundable under all circumstances.

5. No Professional Advice or Fiduciary Duties

- i. All information provided in connection with your access and use of the Site is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Site, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

6. Prohibited Activity

- i. You may not use the Site to engage in the categories of activity set forth below (“Prohibited Uses”). The specific activities set forth below are representative, but not exhaustive, of Prohibited Uses. If you are uncertain as to whether or not your use of the Site involves a Prohibited Use or have other questions about how these requirements apply to you, then please contact us at customerservice@ansiblelabs.xyz. By using the Site, you confirm that you will not use the Site to do any of the following:
 - a) violate any Applicable Laws including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as, without limitation, the Bank Secrecy Act, and the U.S. Department of Treasury’s Office of Foreign Asset Controls;
 - b) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, including but not limited to use of Ansible Labs’ intellectual property, name, or logo, including use of Ansible Labs’ trade or service marks, without express consent from Ansible Labs or in a manner that otherwise harms Ansible Labs; any action that implies an untrue endorsement by or affiliation with Ansible Labs;

- c) use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other Users from fully enjoying the Site, or that could damage, disable, overburden, or impair the functioning of the Site in any manner;
- d) circumvent any content-filtering techniques, security measures or access controls that Ansible Labs employs on the Site, including, without limitation, through the use of a VPN;
- e) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
- f) provide false, inaccurate, or misleading information while using the Site or engage in activity that operates to defraud Ansible Labs, other Users of the Site, or any other person;
- g) use or access the Site to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism, or tax evasion;
- h) use the Site in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- i) use the Site from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Site is prohibited;
- j) harass, abuse, or harm of another person or entity, including Ansible Labs' employees and service providers;
- k) impersonate another User of the Site or otherwise misrepresent yourself; or
- l) encourage, induce, or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 7 or any other provision of these Terms.

7. Proprietary Rights

- i. Subject to these Terms, Ansible Labs grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site for your own personal and noncommercial use.
- ii. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Website; (b) you shall not (directly or indirectly) modify, decipher, disassemble, reverse compile or reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; (d) translate, or otherwise create derivative works of any part of the Website; (e) rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; (f) frame or mirror any part of the Site without Ansible Labs' express prior written consent; (g) create a database by systematically downloading and storing Website content; (h) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, harvest, index, "scrape," "data mine" or in any way gather Website or reproduce or circumvent the navigational structure or presentation of the Website without Ansible Labs' express prior written consent and (i) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any

means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms.

- iii. Ansible Labs reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Ansible Labs will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site, or any part thereof.
- iv. You acknowledge and agree that Ansible Labs will have no obligation to provide you with any support or maintenance in connection with the Site.
- v. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Ansible Labs. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. Ansible Labs and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

8. Third-Party Links

- i. The Website may provide links to other World Wide Web or accessible sites, applications, or resources. You acknowledge and agree that Ansible Labs is not responsible for the availability of such external sites, applications, or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Ansible Labs shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

9. Modification, Suspension, and Termination

- i. We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend, or disable (temporarily or permanently) the Site, in whole or in part, for any reason whatsoever.
- ii. You acknowledge and agree that Ansible Labs will have no obligation to provide you with any support or maintenance in connection with the Site.
- iii. Upon termination of your access, your right to use the Site will immediately cease. We will not be liable for any losses suffered by you resulting from any modification to the Site or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Site.
- iv. Subject to this Section, these Terms will remain in full force and effect while you use or access the Site. We may suspend or terminate your rights to use or access the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately. The following sections of these Terms will survive any termination of your access to the Site, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 6 through 19.

10. Accuracy of Information

- i. We attempt to ensure that the information that we provide on the Site is complete, accurate and current. Despite our efforts, the information on the Site may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or correctness of any information on the Site.

11. Risks

- i. By accessing or using the Site in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; digital assets, including the usage and intricacies of native digital assets, like ether (ETH); smart contract-based tokens, such as those that follow the Ethereum Token Standard; and systems that interact with blockchain-based networks. Ansible Labs does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it.
- ii. By accessing or using the Site, you acknowledge and agree (a) that Ansible Labs is not responsible for the operation of the software and networks underlying the Site, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Site.
- iii. Blockchain networks use public/private key cryptography. You alone are responsible for securing any of your private key(s) when you interact with funds using self-custodial wallet software. We do not have access to your private key(s) for self-custodial wallet software. Losing control of your private key(s) will permanently and irreversibly deny you access to digital assets on the Ethereum blockchain or other blockchain-based network. Neither Ansible Labs nor any other person or entity will be able to retrieve or protect your digital assets stored with the assistance of self-custodial wallet software. If your private key(s) are lost, then you will not be able to transfer your digital assets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the digital assets that you may hold.
- iv. The Site and your digital assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Ansible Labs to continue to make available any portion(s) of the Site which rely on any Ansible Labs proprietary software and, thus, could impede or limit your ability to access or use the Site.
- v. You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to digital assets and the Site and could result in the theft or loss of your digital assets. To the extent possible, we intend to update the smart contracts related to the Site to account for any advances in cryptography and to incorporate additional security measures necessary to address risks presented from technological advancements. We may also freeze the platform in the event of a critical security problem, but this does not guarantee or otherwise ensure full security of the Site.
- vi. You understand that blockchains such as the Ethereum blockchain remains under development, which creates technological and security risks when using the Site in addition to uncertainty relating to digital assets and transactions therein. You acknowledge that the cost of transacting on

the Ethereum blockchain is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain, which may result in price fluctuations or increased costs when using the Site.

- vii. You acknowledge that the Site is subject to flaws and that you are solely responsible for evaluating any code provided by the Site. This warning and others Ansible Labs provide in these Terms in no way evidence or represent an on-going duty to alert you to all of the potential risks of using or accessing the Site.
- viii. Although we intend to provide accurate and timely information on the Site, the Site and other information available when using the Site may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via the Site. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.
- ix. Any use or interaction with the Site requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of digital asset on the Site does not indicate our approval or disapproval of the technology on which the digital asset relies and should not be used as a substitute for your understanding of the risks specific to each type of digital asset.
- x. Blockchain-based transactions entered into in connection with the Site are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Site at your own risk. By using or accessing the Site, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Site or any digital asset. You accept all consequences of using the Site. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Site for performing digital asset transactions.
- xi. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests.
- xii. You understand that our Site remains under development, which creates technological, and other risks when using or accessing the Site. These risks include, among others, withdrawals, and deposits resulting from the servers of Ansible Labs or ZeroHash being offline; or an incorrect display of information on the Site in the case of server errors. You acknowledge that these risks may have a material impact on your transactions using the Site, which may result in, among other things, failing to fulfill transactions at your desired price or at all.
- xiii. You hereby acknowledge and agree that Ansible Labs will have no responsibility or liability for, the risks set forth in this Section 12. You hereby irrevocably waive, release, and discharge all

claims, whether known or unknown to you, against Ansible Labs, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 12.

12. Personal Data

- i. Consent to access, processing, and storage of your Personal Data. You consent to us accessing, processing, and retaining any Personal Data you provide to us when accessing our Site. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws, and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your Personal Data for other purposes. Please see our Privacy Policy, which is incorporated herein by reference and available here at <https://ansiblebeam.xyz/legal/#privacy-policy> for further information about how we process your Personal Data, and the rights you have in respect of this.

13. Indemnification

- i. You will defend, indemnify, and hold harmless Ansible Labs, its affiliates, and its and its affiliates' respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors (collectively, "Indemnified Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of, or conduct in connection with, the Site; (b) digital assets associated with your Ethereum address; (c) any feedback or user content you provide to Ansible Labs, if any, concerning the Site; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Ansible Labs (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Ansible Labs wishes to settle, and if so, on what terms, and you agree to cooperate with Ansible Labs in the defense.

14. Disclosures; Disclaimers

- i. Ansible Labs does not operate a digital asset exchange or derivatives exchange platform or offer trade execution or clearing services and, therefore, has limited oversight, involvement, or control concerning your transactions using the Platform. You are responsible for complying with all Applicable Laws that govern your use of the Platform.
- ii. Digital assets currently face an uncertain regulatory landscape in the United States and many foreign jurisdictions. In the U.S., digital assets are subject to varying levels of federal regulatory oversight and may be regulated by one or more state regulatory bodies. One or more jurisdictions may, in the future, adopt laws, regulations or directives that affect digital asset networks and their users. Such laws, regulations or directives may impact the price of digital assets and their acceptance by users, merchants, and service providers.
- iii.
- iv. You understand that Ansible Labs is not registered or licensed by the CFTC, SEC, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of any open-source software we may make use of. The Site does not constitute advice or a recommendation concerning any commodity, security, or other digital asset or instrument.

Ansible Labs is not acting as an investment adviser or commodity trading adviser to any person or entity, nor is it registered with the SEC as either a broker-dealer or investment adviser.

- v. You acknowledge that your data on the Site may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third-party providers, internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.
- vi. The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.
- vii. THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND ANSIBLE LABS (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.
- viii. ANSIBLE LABS DOES NOT ENDORSE ANY OTHER THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH OTHER USERS. YOU AGREE THAT ANSIBLE LABS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND OTHER USERS.
- ix. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. Limitation of Liability

- i. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANSIBLE LABS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF ANSIBLE LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

- ii. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.
- iii. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. Dispute Resolution & Arbitration

- i. Please read this Arbitration Agreement carefully. It is part of your contract with Ansible Labs and affects your rights. It contains procedures for mandatory binding arbitration and a class action waiver.
 - a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) between Ansible Labs and any User that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Ansible Labs, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
 - b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in these Terms will affect the right of any party to serve process in any other manner permitted by Law. After the Notice is received, you and Ansible Labs may attempt to resolve the claim or dispute informally. If you and Ansible Labs do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
 - c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought

is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time, and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Ansible Labs made to you prior to the initiation of arbitration, Ansible Labs will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- e) **Time Limits.** If you or Ansible Labs pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Ansible Labs, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Ansible Labs.
- g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES SHALL BE RESOLVED BY ARBITRATION UNDER THIS ARBITRATION AGREEMENT. ARBITRATION PROCEDURES ARE TYPICALLY MORE LIMITED, MORE EFFICIENT AND LESS COSTLY THAN RULES APPLICABLE IN A COURT AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. IN THE EVENT ANY LITIGATION SHOULD ARISE BETWEEN YOU AND ANSIBLE LABS IN ANY STATE OR FEDERAL COURT IN A SUIT TO VACATE OR ENFORCE AN ARBITRATION AWARD OR OTHERWISE, YOU WAIVE ALL RIGHTS TO A JURY TRIAL, INSTEAD ELECTING THAT THE DISPUTE BE RESOLVED BY A JUDGE.
- h) **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.
- i) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not

prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

- j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- k) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Ansible Labs.
- m) Small Claims Court. Notwithstanding the foregoing, either you or Ansible Labs may bring an individual action in small claims court.
- n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- o) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secrets shall not be subject to this Arbitration Agreement.
- p) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within London, England (U.K.), for such purpose.

17. Governing Law

- i. The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Site, will be governed by and construed and enforced under the laws of the State of Delaware, as applicable, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. For any other proceeding that is not subject to arbitration under these Terms, the state and federal courts located in Delaware will have exclusive jurisdiction. You waive any objection to venue in any such courts.

19. General Information

- i. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Website. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective one (1) day following the earlier of our dispatch of an e-mail notice to you (if applicable) or one (1) day following our posting of notice of the changes on our Website. These changes will be effective immediately for new users of our Website and App. Continued use of our Site following

notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

- ii. You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “Communications”) that we provide in connection with these Terms or the use of the Site. You agree that we may provide our Communications to you by posting them on the Website or by emailing them to you at the email address you provide in connection with using the Site, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact us with questions, complaints, or claims concerning the Site at customerservice@ansiblelabs.xyz.
- iii. Any right or remedy of Ansible Labs set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of Ansible Labs in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.
- iv. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- v. We will have no responsibility or liability for any failure or delay in performance of the Site, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.
- vi. You may not assign or transfer any right to use the Site, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.
- vii. Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- viii. These Terms contain the entire agreement between you and Ansible Labs and supersede all prior and contemporaneous understandings between the parties regarding the Site.
- ix. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.
- x. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to the Agreement other than the Indemnified Parties.
- xi. A waiver by Ansible Labs of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of Ansible Labs and shall apply only to the circumstances for which it is given. Our failure to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

- xii. Copyright © 2022 Ansible Labs Inc. All rights reserved. All trademarks, logos, and service marks (“Marks”) displayed on the Website are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.
- xiii. For any questions, comments, or feedback, you may contact us at any of the following channels:
 - Email: customerservice@ansiblelabs.xyz