

COINFLOW TERMS OF SERVICE

The Coinflow Terms of Service (together with all schedules, annexures, and Program Materials issued here under, the “**Agreement**”) is between Coinflow Labs, Inc. d/b/a Coinflow, a Delaware Company and the customer (“**Customer**”) identified in the onboarding flow that includes the Agreement (“Onboarding Flow”), and are effective as of the date that Customer’s representative agrees to this Agreement. By accessing the Coinflow Platform, completing the Onboarding Flow, using the Coinflow Services or selecting or clicking any radial or other mechanism stating “I Accept,” “I Agree” or any other similar manifestation of assent in the Onboarding Flow, Customer hereby agrees to be bound by this Agreement. Coinflow, on the one hand, and Customer, on the other hand, are each referred to in this Agreement as a “**Party**” and collectively, as the “**Parties**”.

WHEREAS, Customer offers products and services through its own website or other platforms in the United States and other jurisdictions where the customer may operate (the “**Customer Platform**”) which may permit Customer’s clients (each, an “**End User**”) to, among other things, make payments for goods and services (“**Customer Services**”);

WHEREAS, Coinflow enables customers to use the proprietary platform offered by Coinflow and its Affiliates (the “**Coinflow Platform**”) allow purchasing of goods and services between customers users and customers smart contracts as described further herein (the “**Coinflow Services**”);

WHEREAS, Coinflow enables customers to use the proprietary platform offered by Coinflow and its Affiliates (the “**Coinflow Platform**”) allowing offramping of digital assets to their customers' US bank accounts.

WHEREAS, Customer desires to obtain access to, and utilize the Coinflow Services, and Coinflow is willing to provide the Coinflow Services to Customer in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Customer and Coinflow have agreed to the scope and pricing of the Coinflow Services to be provided to Customer as set forth in the Onboarding Flow;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Coinflow SERVICES

1.1. Scope.

A. Coinflow will permit Customer to (1) create an account (“**Customer Account**”) and (2) use the Coinflow Services to purchase applicable digital goods and services on behalf of End Users, in each case as set forth herein. (3). Allow users to utilize Coinflows offramp functionality to send Coinflow digital assets and receive FIAT into their US bank accounts via Coinflows banking partners.

B. The Parties agree that Customer will have access to those payment methods as agreed on the Order Form (each, an “**Approved Payment Method**”).

2. Customer Onboarding. Customer must satisfy Coinflow “Know Your Business” (“**KYB**”) procedures at all times during the Term in order to be eligible to use the Coinflow Services, and shall provide to Coinflow all information requested by Coinflow for such purpose. Customer represents and warrants that any information that Customer provides to Coinflow about Customer’s business is for purposes of Coinflow KYB review is accurate and complete, and Customer will keep this information up to date at all times. Failure to do so may result in termination of this Agreement by Coinflow.

2.1. Obligations Regarding End Users.

A. As between the Parties, Customer is solely liable for the fulfillment of Customer’s obligations to End Users. Coinflow has no liability to any End User for any of the Coinflow Services or the Customer Services, including any goods or services that may be sold through the Customer Platform.

B. Customer shall ensure that the Coinflow Off Ramp Services are only made available to End Users that have satisfied the KYC Process and other verification procedures as developed by Coinflow from time to time in hereto (such an End User, an “**Approved End User**”).

2.2. Customer is solely responsible for ensuring that the nature of the Coinflow Services, Customer’s use of the Coinflow Services in relation to such End Users, and Coinflows role in the provision of such Coinflow Services is explained to End Users via a written agreement between Customer and each Approved End User (“**Customer’s Terms**”).

2.3. Customer is solely responsible for providing accurate and complete Approved End User data as required or requested by Coinflow for the purposes of providing Customer the Coinflow Services. Coinflow may require Customer to collect and provide additional information to enable the Coinflow Services for an Approved End User and Customer agrees to provide such information.

2.4. Customer must take reasonable steps to ensure that Approved End Users’ activities using the Coinflow Services and Customer Services do not violate Applicable Law or this Agreement. Customer must notify Coinflow immediately at support@coinflowlabs.app. if Customer detects illegal, fraudulent, deceptive, or otherwise suspicious activity associated with an Approved End User.

2.5. Customer understands and agrees that Coinflow may decline, restrict, or otherwise limit any transaction and/or the ability of Customer or an Approved End User to use the Coinflow Services in accordance with Coinflow’s risk management policies. If Coinflow suspends or restricts an Approved End User, Coinflow will use reasonable efforts to provide timely notice to Customer.

2.6. Customer acknowledges and agrees that the use of Coinflow’s merchant services is subject to compliance with applicable laws and regulations, as well as Coinflow’s risk management policies. Coinflow reserves the right to decline, restrict, or limit any transaction and/or the ability of the Customer or an Approved End User to use the Coinflow Services at any time, at its sole discretion. The applicable businesses that customers can be apart of are listed within this [link](#).

2.7. Coinflow Transactions.

A. As part of the Coinflow Services, you may accept payment from Customers using various Coinflow Payment Methods by submitting Transactions through Coinflows widget through the Coinflow Technology. All Payment Methods have specific requirements for their acceptance and use. These requirements may be incorporated into the Coinflow API and other Coinflow Technology, and may be described in the Documentation, the Payment Method Rules and Payment Method Terms. You must comply with all of these acceptance and use requirements.

B. To initiate a Transaction through the Coinflow Services, Customer will submit Transaction instructions through the Coinflow API, Iframes, and SDKs containing all information set forth in the Program Materials ("**Transaction Instructions**"). Coinflow will then provide such Transaction instructions to its Financial Partner Institutions, which will execute the transfer of funds consistent with such instructions.

C. When accepting payment card Transactions, you must comply with all applicable Card Network Rules, including the Visa Rules specified by Visa, the Mastercard Rules specified by Mastercard, and the American Express Merchant Operating Guide specified by American Express. Each Card Network may amend its Card Network Rules at any time without notice to you. Additionally you're only allowed allow purchases of non restricted digital goods and services identified by Coinflow card partners

D. You may only accept payment card Transactions in locations authorized by Coinflow and the applicable Card Network. The Card Networks may request information and certification relating to your location, and make a final determination of your location. You must prominently and clearly disclose your name, address, and country location to Customers before Customers are prompted to provide payment card information. You must ensure that Customers understand that you are responsible for the Transactions. You must not act as or hold yourself out as a payment facilitator, intermediary or aggregator, or otherwise resell the Coinflow technology without approval from Coinflow.

E. Your acceptance and use of a Payment Method may be subject to Payment Method Rules, Payment Method Terms, or both. Using the Coinflow Services to accept a Payment Method or submit a Transaction constitutes your acceptance of the applicable Payment Method Rules and Payment Method Terms (if any). Payment Method Rules and Payment Method Terms are Financial Services Terms for purposes of this Agreement. In the event of any inconsistency between any provision of this Agreement and the Payment Method Rules or Payment Method Terms, the applicable Payment Method Rules or Payment Method Terms will prevail to the extent of the inconsistency. The Payment Method Terms and Payment Method Rules may be amended from time to time. Your continuing use of the applicable Coinflow Payments Services constitutes your agreement to those amended terms.

3. **INTEGRATION.**

3.1. Coinflow API. The Parties will use the Coinflow API, Coinflow Checkout Widget, Coinflow Offramp Widget, to facilitate connectivity and interoperability between the Coinflow Services and the Customer Platform. The Parties shall mutually agree in writing on further specifications and requirements, and related tasks and deliverables.

4. **SUPPORT, DISPUTES, ERROR RESOLUTION**

4.1. Coinflow will provide Customer support to Customer in connection with the Coinflow Services.

4.2. Customer is solely responsible for providing customer support for End Users, and resolving all Approved End User disputes related to the Customer Services and the Coinflow Services ("**End User Disputes**"). Customer agrees to provide Coinflow with information regarding the status, including but not limited to resolution, of End User Disputes, as may be reasonably requested by Coinflow. Coinflow has the right but no obligation to provide support to an Approved End User that contacts Coinflow regarding an End User Dispute, and in such event, Customer must provide Coinflow with any information Coinflow reasonably requests for the purposes of assisting the Approved End User. Coinflow shall provide support to Customer regarding Coinflow technologies and services.

4.3. Customer must contact Coinflow immediately at: support@coinflowlabs.app if Customer believes that: (i) the Customer Account has been accessed without Customer's authorization; (ii) a Transaction has occurred that neither Customer nor Customer's Approved End User authorized; (iii) a Transaction has been processed incorrectly to or from the Customer Account

5. **CUSTOMER DATA; PRIVACY.**

5.1. Access to Data. To enable Coinflow to provide the Coinflow Services, Customer agrees to give Coinflow access to Customer Data through the delivery mechanism agreed upon by the Parties and in accordance with the Program Materials. Customer hereby grants Coinflow a limited, non-transferable (except as otherwise stated herein), non-sublicensable license to use, extract, reformat, manipulate, analyze, summarize, and otherwise derive information from the Customer Data solely as necessary to provide the Coinflow Services and Coinflow other related products, services, and technologies and to operate, maintain, develop, and improve the Coinflow Services. Customer acknowledges and agrees that notwithstanding anything set forth herein, Coinflow may create, use, sell, license, distribute, and disclose Aggregate Data for any purpose permitted under Applicable Law.

5.2. No Sensitive Personal Information. Customer agrees that it shall use commercially reasonable efforts not to disclose or otherwise make available to Coinflow any Customer Data of any type, except as necessary for Coinflow to provide the Coinflow Services. Without limiting the foregoing, Customer shall not make available to Coinflow any Sensitive Personal Information. If any such Sensitive Personal Information is sent to Coinflow, Coinflow shall have the right, but not the obligation, to extract, delete, remove and otherwise remediate such information from its systems.

5.3. Privacy Policy. Customer represents and warrants that it shall provide to its End Users a legally compliant and accurate privacy policy that includes all notices, disclosure, and consents necessary for Customer's use of the Coinflow Services and Coinflows performance hereunder. Customer shall promptly notify Coinflow in writing of any changes to its privacy policy that would affect the Coinflow Services or Customer's performance under this Agreement.

5.4. Security. Each Party is responsible for: (a) the security of all data in its possession or control; (b) maintaining appropriate organizational and technical measures to safeguard all data; and (c) complying with Applicable Law in connection with its data handling and management practices. Each Party is responsible for maintaining commercially reasonable data security controls to protect and secure data from unauthorized use, access, or disclosure. Customer agrees to provide Coinflow with any evidence to demonstrate Customer's compliance with this Section 4 upon request by Coinflow. During the Term, Coinflow shall promptly report to Customer any material breach of security or unauthorized access to Customer Data of which Coinflow becomes aware.

5.5. Permitted Data Uses. Customer acknowledges and agrees that Coinflow may aggregate, de-identify, or anonymize Customer Data so it no longer meets the Customer Data definition as set forth herein, and may use such aggregated, de-identified, or anonymized data to train, develop, improve, or otherwise enhance Coinflow Technology. Coinflow will not attempt to or actually or directly re-identify any previously aggregated, de-identified, or anonymized data.

6. **FEES; PAYMENT.**

6.1. Taxes. Customer is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Coinflow hereunder, other than any taxes imposed on Coinflow's income. Without limiting the foregoing, in the event that Customer is required to deduct or withhold any taxes from the amounts payable to Coinflow hereunder, Customer will pay an additional amount, so that Coinflow receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

7. INTELLECTUAL PROPERTY

7.1. License. Subject to Section 7.6 (Restrictions), Coinflow grants to Customer a limited, non-exclusive, non-transferable (except in compliance with Section 15.3 (Assignment)) right to Use the Coinflow Services, solely for Customer's internal business purposes (which includes Use for the benefit of End Users). To the extent the Coinflow Services include access to the Coinflow Platform, subject to Section 7.6 (Restrictions), on or as soon as reasonably practicable after the Effective Date, Coinflow shall provide to Customer the Access Protocols to allow Customer to access the Coinflow Platform. Coinflow grants Customer a nonexclusive, royalty-free, non-transferable, non-sublicensable license during the Term to (i) access and use the Coinflow Platform and Coinflow API, solely for its Internal Use; and (ii) use and reproduce a reasonable number of copies of the Program Materials for Internal Use in order to support Customer's use of the Coinflow Platform and Coinflow API in accordance with this Agreement. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Access Protocols and Coinflow Technology, and Coinflow Services, and notify Coinflow promptly of any such unauthorized use known to or reasonably suspected by Customer. This license may be immediately revoked or terminated by Coinflow if Customer shares Customer's credentials with any third party (other than third party service providers who need such information in order to perform services for Customer) or if Customer breaches this Agreement.

7.2. Authorized Users. Customer will not allow any Person other than Authorized Users to Use the Coinflow Services. Customer may permit Authorized Users to Use the Coinflow Services, provided that Customer ensures each Authorized User complies with all applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Authorized Users in connection with their Use of the Coinflow Services. Customer will, and will require all Authorized Users to, use all reasonable means to secure user names and passwords, hardware and software used to access the Coinflow Services in accordance with customary security protocols, and will promptly notify Coinflow if Customer knows or reasonably suspects that any user name and/or password has been compromised.

7.3. Coinflow Technology. Coinflow is the exclusive owner of, and hereby retains all right, title, and interest in and to Coinflow Technology. Except as specifically provided herein, Coinflow does not grant to Customer any right or license, express or implied, in the Coinflow Services, the Coinflow Technology, or any other Coinflow Intellectual Property Rights. Unless otherwise expressly specified in a schedule, Coinflow hereby retains all right, title, and interest in and to any deliverables under a schedule, including all Intellectual Property Rights therein and thereto.

7.4. Restrictions. Customer will not at any time and will not permit any Person (including, without limitation, Authorized Users) to, directly or indirectly: (i) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Coinflow Technology; (ii) make the Coinflow Technology or Coinflow Services available to any third parties other than as expressly permitted in this Agreement; (iii) modify, adapt, translate, or create derivative works based on or information accessed from the Coinflow Technology or Coinflow Services except as may be expressly permitted by this Agreement; (iv) reproduce any portion of the Coinflow Technology or Coinflow Services except as expressly permitted herein; (v) employ any automated process implementing a bot or web crawler for copying or extracting data through the Coinflow Technology or Coinflow Services (e.g., web scraping or data scraping); (vi) use the Coinflow Technology or Coinflow Services to create a product or services that competes with, is similar to, or would serve as a substitute for the Coinflow Technology or Coinflow Services; or (vii) otherwise use the Coinflow Technology or Coinflow Services in any manner that exceeds the scope of use permitted under this Agreement.

8. **CONFIDENTIALITY.**

8.1. General. Each Party acknowledges that it shall receive Confidential Information of the other Party. Each Party shall comply with the provisions of this Section 8.

8.2. Confidential Information. “**Confidential Information**” of means (i) information provided to a Party (the “**Receiving Party**”) by the other Party (the “**Disclosing Party**”) in connection with this Agreement, or (ii) information about such Party or its affiliates or their respective businesses or employees that is obtained by the other Party in connection with this Agreement, in each case, including: (a) information regarding such Party’s product plans, roadmaps, marketing philosophies and objectives, marketing plans, and financial results; (b) information regarding such Party’s business systems, methods, processes, financing data, programs and products; (c) proprietary technical information, including source codes, of such Party; (d) such Party’s sales volume(s), business relationships, and methods of transacting business, operational and data processing capabilities, and systems software and hardware and the documentation thereof; (e) any other information that could reasonably be determined to be confidential, whether or not identified in writing as confidential; and (f) any copies, excerpts, summaries, analyses, or notes of the foregoing.

8.3. Exclusions. Notwithstanding the foregoing, “Confidential Information” of a Party shall not include information which is: (i) already in the possession of the other Party other than in connection with this Agreement; (ii) obtained in the public domain or which became available in the public domain other than as a result of an unauthorized disclosure by the other Party or its directors, officers, employees, or agents in violation of this Agreement or violation of Applicable Law; (iii) lawfully received by the other Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement or violation of Applicable Law; or (iv) developed by the other Party without the use of any Confidential Information of such Party.

8.4. Mutual Obligation. Each Party shall hold the other Party’s Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other Party’s Confidential Information for any purpose other than (i) as necessary and required to perform its obligations under this Agreement; or (ii) with the prior written consent of the Disclosing Party.

8.5. Governmental Requests. Notwithstanding the foregoing, a Party may disclose Confidential Information as required by Applicable Law; provided that the Receiving Party (i) notifies the Disclosing Party in writing to the extent permitted by Applicable Law and as soon as practicable; (ii) limits disclosure to information required to be disclosed; (iii) takes reasonable measures to protect the confidentiality of the Confidential Information to be disclosed; and (iv) cooperates with the Disclosing Party's efforts (at the Disclosing Party's expense) to limit disclosure and protect the confidentiality of such Confidential Information.

9. **REPRESENTATIONS AND WARRANTIES.**

9.1. Each Party represents and warrants that:

A. it is duly organized and validly existing under the laws of the jurisdiction in which it is organized;

B. it has full power and authority, and has obtained all approvals, permissions, and consents necessary, to enter into this Agreement and to perform its obligations hereunder;

C. this Agreement is legally binding upon it;

D. the execution, delivery, and performance of this Agreement does not and will not conflict with any other agreement to which it is a party

9.2. Coinflow. Coinflow represents and warrants that:

A. it will perform the Coinflow Services in a professional and workmanlike manner and in accordance with Applicable Law; and

B. the Coinflow Technology will perform substantially in accordance with the Program Materials.

9.3. Customer. Customer represents and warrants that

A. it has all rights necessary to provide the Customer Data to Coinflow;

B. it will perform its obligations hereunder, including the provision of Customer Data, in accordance with Applicable Law and third party rights;

C. it will use commercially reasonable efforts and industry standard methods to ensure that the Customer Data, as delivered to Coinflow through the Coinflow Services, is accurate and error-free; and

D. the Customer Data will not include any viruses, other computer instructions, or technological means intended to disrupt, damage, or interfere with Coinflow computers or related systems;

10. **WARRANTY; DISCLAIMER.**

10.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE Coinflow SERVICES AND OTHER Coinflow TECHNOLOGY ARE PROVIDED ON AN "AS IS" BASIS AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, Coinflow, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS,

PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE COINFLOW SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COINFLOW PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE COINFLOW SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THE COINFLOW SERVICES AND THE APPLICATIONS, SERVICES, AND LINKS PROVIDED THEREBY.

10.2. CUSTOMER, AS A USER OF THE COINFLOW SERVICES, ASSUMES RESPONSIBILITY FOR CUSTOMERS (AND ITS AUTHORIZED USERS') USE AND UNDERSTANDS THAT THESE DISCLAIMERS AND LIMITATION OF LIABILITY ARE A MATERIAL PART OF THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT ITS SOLE REMEDY AGAINST COINFLOW FOR LOSS OR DISSATISFACTION WITH THE COINFLOW SERVICES IS TO STOP USING THE COINFLOW SERVICES.

10.3. NO INFORMATION PROVIDED BY COINFLOW AND/OR COINFLOWS EMPLOYEES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY REGARDING THE COINFLOW SERVICES. COINFLOW DOES NOT WARRANT THAT THE INFORMATION OR SERVICES OFFERED BY THE COINFLOW SERVICES, LINKED WEBSITES, OR AS OTHERWISE ACCESSIBLE ON OR TRANSMITTED FROM THE COINFLOW SERVICES WILL BE UNINTERRUPTABLE OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE FROM THE COINFLOW SERVICES OR ANY OTHER WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COINFLOW DOES NOT PROMISE THAT CUSTOMER'S USE OF THE COINFLOW SERVICES WILL PROVIDE A SPECIFIC RESULT.

11. **LIMITATION OF LIABILITY.**

11.1. Exclusion of Damages. EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD, WILFUL MISCONDUCT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY EITHER PARTY, (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, OR (IV) VIOLATIONS OF APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE COINFLOW TECHNOLOGY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

11.2. Total Liability. EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD, WILFUL MISCONDUCT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY EITHER PARTY, (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, OR (IV) VIOLATIONS OF APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER ENTITY FOR ANY AMOUNTS THAT IN THE AGGREGATE EXCEED THE FEES PAID OR DUE BY CUSTOMER TO COINFLOW IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR TO THE EXTENT THAT SIX (6) MONTHS HAVE NOT ACCRUED UNDER THIS AGREEMENT, THE AVERAGE MONTHLY FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, TIMES SIX (6).

12. **TERM AND TERMINATION.**

12.1. Term. The term of this Agreement will commence on the Effective Date and continue for a period of 1 years (the "**Initial Term**"), unless earlier terminated as set forth herein. This Agreement will automatically be extended for consecutive one (1) year periods unless a Party gives written notice of termination to the Other Party at least sixty (60) days before such extension (each, a "**Renewal Term**"). The Initial Term and all Renewal Terms shall be the "**Term**".

12.2. Mutual Termination. Each Party may terminate this Agreement upon written notice if (i) the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is the subject of any liquidation or insolvency proceeding which is not dismissed within ninety (90) days, or makes any assignment for the benefit of creditors, or (ii) the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

12.3. Termination by Coinflow. Without limiting the above, Coinflow will have the right in its sole discretion to suspend the Coinflow Services or access to the Coinflow Technology or terminate this Agreement upon written notice in the event that (i) Customer fails to pay any undisputed fees within thirty (30) days of the applicable due date, (ii) Coinflow reasonably determines that Customer poses a security, credit, legal risk, or any other risk to Coinflow or (iii) Coinflow discontinues all or a material part of the Coinflow Services for all customers.

12.4. Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Section 7.1 will terminate; and (ii) Customer will return or destroy, at Coinflow's sole option, all Coinflow Confidential Information in its possession or control at Coinflow's request, certify in writing to Coinflow's that such actions have been taken. No expiration or termination will affect Customer's obligation to pay all

Fees or any other financial obligation owed by Customer to Coinflow's that may have become due or otherwise accrued through the effective date of expiration or termination, or entitle Customer to any refund.

12.5. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement including Section 4 (Customer Data; Privacy), Section 7 (Intellectual Property), Section 9 (Confidentiality), Section 10 (Representations and Warranties), Section 11 (Warranty; Disclaimer), Section 12 (Indemnities), Section 13 (Limitation of Liability), Section 14 (Term and Termination), and Section 15 (Miscellaneous) will survive the termination or expiration of this Agreement for any reason.

13. MISCELLANEOUS.

For notices to Coinflow:

Coinflow Labs Limited.

167 N Green St

Floor 10

Chicago, IL, 60607

Email:

support@coinflowlabs.app

For notices to Customer, notices shall be provided to the address included on the Order Form.

13.1. Independent Contractors. The Parties are independent contractors. Each Party is not, will not be deemed an employee, agent, partner, joint venturer, franchisee, or legal representative of the other for any purpose, and will not have any right, power, or authority to create any obligation or responsibility on behalf of the other, unless otherwise set forth in this Agreement.

13.2. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties hereto and their respective permitted successors and assigns, any rights, remedies, obligations, or liabilities whatsoever; provided that Solana Technology Services is an intended third party beneficiary of this Agreement.

13.3. Severability. If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

13.4. Force Majeure. Except with respect to obligations to make payments hereunder, neither Party will be deemed in default hereunder any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm, pandemic, epidemic, or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient material, supplies, labor, transportation, power, or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment, or decree.

13.5. Headings and Construction. The titles, captions, and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement. The word "including" means including without limitation, and the words "herein", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole.

13.6. Order of Precedence. In the event of any conflict between this Agreement and the Order Form, the Order Form shall control.

13.7. Counterparts. This Agreement, and any amendment hereof, may be executed and delivered in any number of counterparts, by facsimile, each of which, when so executed and delivered, will be deemed an original, and such counterparts together will constitute one and the same instrument.

Entire Agreement. This Agreement, including all schedules and annexures attached hereto and hereby incorporated by reference, constitutes the final, complete, and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.