

GUARDIAN PLATFORM, LLC

TERMS OF SERVICE

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1. Binding Effect.

These Terms constitute a legally binding agreement between you and Company. By using the Site, you represent and warrant that you: (1) have read and understood these Terms; (2) are 18 years of age or older and of legal age to enter into a binding agreement; (3) are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country; and (4) accept these Terms and agree that you are legally bound by them. Your use of the Site manifests your agreement to be bound by these Terms each time you access the Site. *If you do not agree to any of these Terms, do not use or access the Site.*

2. General Use, License, and Termination.

Company grants you a limited, nonexclusive, nontransferable, revocable license (without the right to sublicense) to make use of the Site, regardless of the medium by which the Site is accessed by you (e.g., via a web or mobile browser). You may view, copy, download, or print materials from the Site for your own personal use only. In this context, “personal use” does not include posting, uploading, or otherwise publishing the materials for any commercial purpose, except with our express written permission. This license does not include any rights not specifically enumerated herein.

The Site is intended for use by those who are eighteen (18) years of age or older only. Any use of the Site by persons under 18 years of age result in immediate termination of their use of the Site.

You acknowledge that your use of the Site is at our sole discretion and your license to use the Site may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of the Site, to terminate any user’s account, and to alter or delete any material submitted to the Site through the user’s account. Following termination of this license, these Terms shall apply to the extent practicable.

3. Prohibited Conduct and Activities.

Except as expressly provided in these Terms, and without altering the scope of the license granted to you, you are hereby prohibited from: (a) modifying, adapting, translating, copying, reproducing, imitating, distributing, publishing, or reselling the Site or any of the content on the Site; (b) bypassing any technical measures used to prevent or restrict access to any portion of the Site; (c) reverse engineering, decompiling, disassembling, or otherwise obtaining the source code of the Site, except as interpreted and displayed in a web browser; (d) using or attempting to use any data mining, robot, spider, or similar automated or manual data gathering and extraction tools to access the Site’s listings or content; (e) circumventing or attempting to circumvent the security of the Site; (f) interfering or attempting to interfere with the proper working of the Site or otherwise engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm Company or users of the Site or expose them to liability; (g) altering or modifying, or attempting to alter or modify any part of the Site; (h) attempting to gain

unauthorized access to any portion of the Site or any systems or networks connected to the Site through hacking, cracking, mining, phishing, or any other means; (i) accessing or attempting to access password protected, secure, or non-public areas of the Site, except as authorized by Company; (j) taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any systems or networks connected to the Site; (k) using reports, content, electronic documentation, or other materials available on the Site to feed any downstream product, application, or website; (l) engaging in any activity that markets another business or attracts Company users to a third party; (m) making commercial use of the Site or any of its content; (n) using the Site to stalk, harass, bully, or harm another person; or (o) engaging in or promoting illegal activities.

4. User Account.

Before you can make use of certain services associated with the Site, you may be required to register with the Site and create an account. You agree and warrant that all information you provide to us through the Site, including but not limited to any contact information or registration information, is truthful, accurate, and up-to-date. You further agree to maintain the accuracy of your account information and to inform us promptly of any changes to your information, including but not limited to any changes to your email address.

You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security you become aware of. We are neither responsible for, nor liable, for any loss or other injury that you may incur as a result of someone else using your user account or password, either with or without your knowledge.

By creating an account with the Site, you consent to receive communications from us electronically via the email address associated with your account. Although you can opt-out of receiving promotional communications, we reserve the right to email you informational communications about your account or administrative notices regarding the Site, as permitted under the CAN-SPAM Act.

You are expressly prohibited from selling, trading, or transferring your account (including but not limited to, selling, trading, or transferring emails associated with such account). We have final discretion in granting accounts and reserve the right to reject users without explanation.

5. Submission of Content and User Activity.

From time to time, we may make available on the Site certain services, features, or sections that allow users to post or upload materials to the Site. You understand that all information, communications, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials (“**Content**”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. Therefore, you, and not Company, are solely responsible for all Content that you upload, post, email, transmit, or otherwise make available through the Site or any related services.

You represent and warrant that you own or otherwise control all the rights, titles, and interests to any Content that you upload, transmit, or otherwise make available through the Site, that use of any Content you provide does not violate the intellectual property rights or any other rights of any third parties, and that use of Content you provide will not cause injury to any person or entity.

Without limiting the foregoing, you represent and warrant that you will not: (a) provide any Content that is unlawful (according to local, state, federal or international law) or any Content that advocates illegal activity; (b) provide any Content that is defamatory, false, or libelous, or that contains unlawful, harmful, threatening, harassing, discriminatory, abusive, profane, pornographic or obscene material; (c) provide any Content that you do not have a right to provide under law or under a contractual or fiduciary relationship; (d) violates the intellectual property rights of other; (e) provide any Content that contains software viruses

or other harmful devices; or (f) impersonate any other person or entity or forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content you provide.

When you post or submit Content to the Site, you hereby expressly grant Company a royalty-free, perpetual, non-exclusive, irrevocable right and license to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, exploit, sublicense, or otherwise distribute and display Content and any ideas, concepts, know-how, or techniques contained therein for any reason and in any manner it chooses, alone or as a part of other works, in any form, medium or technology now known or later developed, without restriction and without compensation of any kind to you, and you waive all moral rights in all such Content. Therefore, we request that you not provide us Content in which you do not wish to grant us rights.

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6. Intellectual Property Rights.

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patent, and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

7. Forward-Looking Statements.

All statements contained herein, statements made in press releases, or in any place accessible by the public and oral statements that may be made by Company, may constitute forward-looking statements (including statements regarding intent, belief or current expectations with respect to market conditions, business strategy and plans, financial condition, specific provisions and risk management practices). You are cautioned not to place undue reliance on these forward-looking statements given that these statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results to be materially different from that described by such forward-looking statements, and no independent third party has reviewed the reasonableness of any such statements or assumptions. These forward-looking statements are applicable only as of the date indicated in a whitepaper, and Company expressly disclaim any responsibility (whether express or implied) to release any revisions to these forward-looking statements to reflect events after such date.

8. Correction of Errors and Inaccuracies; Limitations on Services.

The information on the Site may contain typographical errors or inaccuracies, and may not be complete or current. Company therefore reserves the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice. We are not responsible for typographical or other errors or omissions regarding products, currency prices or other information provided on the Site. Please note that such errors, inaccuracies, or omissions may relate to service descriptions, currency pricing, and availability. Company also reserves the right to limit the scope of services (including after you have submitted your request). Company apologizes for any inconvenience this may cause you.

9. Enforcement.

You acknowledge that your use of the Site is at our sole discretion and your license to use the Site may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, block or prevent future access to and use of the Site, suspend use of the service, terminate any user's account, and alter or delete any material submitted to the Site through the user's account. Following termination of this license, these Terms shall apply to the extent practicable.

Company reserves the right, but does not have the obligation, to investigate any suspected violation of these Terms or any misuse of the Site or to review, monitor, delete, or edit the Site, including user Content at its sole discretion for any reason or no reason, with or without notice. Company shall not be liable for any alteration or deletion of any Content.

You acknowledge, consent, and agree that Company may access, preserve, and disclose any inappropriate conduct, your account information, content you submit, or any other information related to the Site if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process initiated by law enforcement authorities, financial regulators, or any other legal authority; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Company, its affiliates, personnel, other users, and the public.

10. User Representations and Warranties.

By accessing and using the Site (or any part thereof), you represent and warrant to Company that: (a) in any decision you may make to initiate a purchase, sale, donation, transfer, or other type of transaction, you shall not solely rely on any statements or information set out on the Site; and (b) you shall comply with any and all laws, regulatory requirements, or restrictions applicable to you at your own expense.

11. Links to Third Party Services.

The Site may contain links to third-party websites or other resources, which we may have no direct control and all of which may have their own set of rules and guidelines for usage of their sites and services. Company does not endorse, and we shall not be responsible or liable for, any content, advertising, products, or other materials on or available from such sites or resources. For your protection, please refer to the terms of service and privacy policies of those respective websites.

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT COMPANY 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 SUCH OTHER WEBSITES. COMPANY SHALL NOT BE LIABLE FOR ANY ERRORS OR DELAYS IN THE CONTENT, GOODS, OR SERVICES AVAILABLE ON SUCH OTHER WEBSITES, OR FOR ANY ACTIONS TAKEN OR NOT TAKEN IN RELIANCE THEREON. THE LINKS ARE PROVIDED “AS IS” AND USE OF SUCH LINKS IS AT YOUR OWN RISK.

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13. Limitation of Liability.

NEITHER COMPANY NOR ANY OF COMPANY'S EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE), ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE ASSOCIATED SERVICES, INCLUDING BUT NOT LIMITED TO: (1) PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOST DATA ,OR LOST PROFIT; (2) ATTORNEYS' FEES; OR (3) ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF, OR INABILITY TO USE, THE SITE, OR FROM YOUR DOWNLOADING OF ANY CONTENT OR MATERIALS FROM THE SITE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION STORED ON COMPANY'S COMPUTERS AND/OR SERVERS. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU ALLEGE ARISE OUT OF OR ARE RELATED TO YOUR USE OF COMPANY'S SITE AND ASSOCIATED SERVICES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, OR ITS PARENT, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS—WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY—ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED THE TOTAL AMOUNT YOU PAID TO COMPANY TO ACCESS THE SERVICE WITHIN THE PRECEDING THREE (3) MONTHS. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN YOU AND COMPANY.

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

14. Indemnification and Remedies.

You agree to indemnify, defend, and hold harmless Company and its employees, subsidiaries, affiliates, agents, representatives, distributors, and licensors, from and against any claim, judgment, demand, damages, cost, expenses, and liabilities, including reasonable attorneys' fees, which may arise from or be related to: (a) your use of the Site; (b) your violation of applicable law; (c) Content you post or submit to the Site; or (d) your breach of any provision of these Terms or any warranty provided hereunder. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

You agree that if you are dissatisfied with the Site or any services offered in connection with the Site, do not agree with any part of these Terms, or have any other dispute or claim with or against Company with respect to these Terms or the Site, your sole and exclusive remedy is to discontinue using the Site.

15. Choice of Law and Venue.

The laws of the State of Delaware shall govern the validity, performance, enforcement, interpretation, and any dispute that may arise between the parties with respect to these Terms, without giving effect to any principles of conflicts of laws. The parties agree that any action or proceeding arising out of these Terms or your use of the Site, whether at law or in equity, must be brought in the state courts located in New Castle County, Delaware, and the United States District Court for the District of Delaware, and you hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts. You further agree to file any cause of action with respect to these Terms within one (1) year after the cause of action arises. You agree that a cause of action filed after this date is barred.

16. Export Control.

You acknowledge that the products, software, and technical information (including, but not limited to, services and training) provided by Company under these Terms are or may be subject to export laws and regulations of the United States and the destination country(ies) and any use or transfer of such products, software, and technical information must be authorized under those laws. You agree that you will not use, distribute, transfer or transmit the products, software or technical information (even if incorporated into other products) within the Site except in compliance with export Laws. If requested by Company, you agree to sign all necessary export-related documents as may be required to comply with export laws.

17. General Terms.

These Terms, including any documents referenced herein, represents the entire understanding between you and Company regarding your relationship with Company and use of the Site, and supersedes all other agreements, express or implied, written or oral, between you and Company. The Site and these Terms may

be translated into a language other than English for reference purpose only. In the event of conflict or ambiguity between the English language version and translated versions of the Site or these Terms, the English language versions shall prevail. These Terms shall not be modified except as provided for herein or in writing, signed by an authorized representative of Company. The provisions of these Terms that by their sense and context are intended to survive the performance of the Terms shall survive termination of these Terms, including provisions relating to: disclaimer of warranties, licensing, ownership, damage limitations, venue, jurisdiction, and indemnification.

If any provision of these Terms is determined to be invalid or unenforceable for any reason whatsoever, the remainder of these Terms shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of these Terms. Company's failure to act with respect to a breach of these Terms by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under these Terms. Notwithstanding any provision of these Terms, Company has available all remedies at law or equity to enforce these Terms.

The relationship between you and Company is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between you and Company, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Company shall have the right to assign these Terms and to sublicense any and all of its rights under these Terms. You shall not assign any of your rights or delegate any of your obligations under these Terms without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms

You acknowledge and agree that the provisions, disclosures, and disclaimers set forth in these Terms reflect a fair and reasonable allocation of risk between you and Company, and is not the result of fraud, duress, or undue influence exercised upon you by any person or entity. Any rights not expressly granted herein are reserved.

18. Privacy Policy.

Company respects and is committed to the security and confidentiality of your personal information. Please review our Privacy Policy, which also governs your use of the Site, to understand Company's privacy practices. By visiting or using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy, which is hereby incorporated by reference into these Terms. A copy of our Privacy Policy can be accessed at:

https://guardianplatform.io/wp-content/uploads/2022/05/Guardian_Platform_Privacy_Policy.pdf.

19. Changes to these Terms.

We reserve the right, in our sole discretion, to revise these Terms at any time. Any changes to these Terms will be included in a revised version accessible through the Site. Your continued use of the Site following posting of any changes to these Terms constitutes your unconditional acceptance and agreement to be bound by the changed terms. Accordingly, we urge you to review these Terms at the start of each use of the Site. *If you do not agree to these revised Terms of Service, do not access or use the Site.*

20. Notices.

Where required, Company may give notice to you by a general posting in the Site, by electronic mail, or by conventional mail to your address of record. You may give notice to Company by electronic mail or by conventional mail to the address below. If you have any questions about these Terms, the practices of the Site, or your dealings with Company, please contact us at:

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