

## **Terms of Use**

### **Important: please read carefully**

YOUR USE OF OUR SITES IS GOVERNED BY THESE TERMS OF USE REGOLITH group and affiliates (“we,” “us,” “our” or “REGOLITH”)

Website Terms of Use (“Terms of Use”) applies to the websites and mobile app owned by us (collectively, the “Sites”). We offer the Sites, including all information, applications, tools, and services available on or from the Sites, to you, the user, conditioned upon your acceptance of all the terms and conditions stated herein. Your access to and use of any Sites or information from the Sites constitutes your agreement to all terms and conditions in these Terms of Use for all Sites as well as our privacy policy.

If these Terms of Use and Privacy Policy are not acceptable to you in full, you must immediately terminate your use of the sites.

### **Changes to these terms of use**

We may revise and update these Terms of Use (in whole or in part) from time to time in our sole discretion by updating these Terms of Use on the Sites. All changes are effective immediately when we post them and apply to your access to and use of the Sites thereafter. Your continued use of the Sites following the posting of revised Terms of Use constitutes your acceptance and agreement to the changes. You are expected to and agree to check these Terms of Use and Privacy Policy frequently so you are aware of any changes, as they are binding on your continued use of the Sites.

### **■ Your representations and warranties**

You represent and warrant to us that you will use the Sites in accordance with these Terms of Use and applicable laws, rules and regulations.

### **Limited use license**

Subject to these Terms of Use, we grant you a revocable, limited, non-exclusive, personal and nontransferable license to (as applicable to any of the Sites): access, stream, download, and/or use the content and services made available in or otherwise accessible through the Sites, strictly in accordance with these Terms of Use.

We reserve the right, in its sole discretion, to suspend, limit and/or terminate your access to or use of the Sites at any time without notice. Such suspension, limitation or termination of your access or use will not waive or affect any other right or relief to which we may be entitled at law or in equity.

Except as expressly permitted in these Terms of Use, you shall not copy any image, text or other information from the Site; modify, translate, adapt, or otherwise create derivative works or improvements of any Site; reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of any Site or any part thereof; rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Site, or any features, content or functionality of any Site, to any third party for any reason; use contact information provided on the Sites for unauthorized purposes, including marketing; use any hardware or software intended to damage or interfere with the proper working of the Sites or to surreptitiously intercept any system, data or personal information from the Sites; make any unauthorized commercial use of any of the Sites or their content, including making any collection or use of any product listings, descriptions, prices, or images; conduct fraudulent activities on any Site (including, but not limited to, misrepresenting the identity of a user, impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with any person or entity in connection with any Site); use any Site to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others’ privacy rights or rights of publicity; or

interrupt or attempt to interrupt the operation of the Sites in any way (as determined by us in our sole discretion) (collectively, the “License Restrictions”).

You acknowledge and agree that the Sites and its content are provided under a limited license, and not sold, to you. You do not acquire any ownership interest in the Sites and any portion thereof (including, but not limited to, its content) under these Terms of Use, or any other rights thereto other than your right to make limited use the Sites and any portion thereof (including, but not limited to, its content) in accordance with these Terms of Use.

Trademarks, names, logos, product and service names, designs and slogans on the Sites are trademarks of REGOLITH, its affiliates, licensors, service providers, or other third parties. Nothing herein or on the Sites shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Sites without the owner’s prior written permission. The Sites and all of their content, including, but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, are each protected as a compilation under the copyright laws of the United States and other countries. REGOLITH, its affiliates, licensors, and service providers (as applicable) reserve, and shall retain, their entire right, title, and interest in and to the Sites, including, but not limited to, all copyrights, trademarks, and other intellectual property rights therein or relating thereto.

#### ▪ **Third-party materials**

The Sites may display, include, or make available, through links or otherwise, third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services (such as social media), including through thirdparty advertising (“Third Party Materials”). You acknowledge and agree that we are not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Your use of and interactions with Third Party Materials is not governed by these Terms of Use, but by the terms of use of the applicable Third Party Materials.

Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk.

#### **Information available on the sites**

The services offered on our Sites may change. The prices for our services may also change. The website and content within are delivered on an “as available” basis. We are not responsible if information made available on the Sites is not accurate, complete, or current. The information provided on the Sites is provided for general informational purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or timelier sources of information. The information provided does not constitute investment, financial, trading, or any other form of advice. The information provided on any market, investment, or other is not intended as a complete source of information. The markets and investments described on the Sites are not suitable for all investors and may not be suitable for you or your situation. You should consult your financial advisor before you make a financial decision based on any of the data or content provided. The information provided should not be relied upon as a substitute for consultation with a qualified financial advisor, accountant, broker, or tax advisor. If you choose to use the data or content provided for any purpose, you assume full responsibility for the risks associated with those activities.

Certain of the statements concerning investment strategy contained on the Sites, including statements preceded by, followed by or which include the words “may,” “could,” “should,” “will,” “would,” “hope,” “might,” “believe,” “expect,” “anticipate,” “estimate,” “intend,” “plan,” “assume,” “project,” or similar

expressions, constitute forward-looking statements. These forward-looking statements, implicitly and explicitly, are premised on certain beliefs, plans, objectives, goals, expectations, anticipations, estimates and intentions of REGOLITH with respect to the financial condition, results of operations, future performance and business of a particular market or investment, including the REGOLITH expectations and estimates with respect to the token or investment's future value, income, expenses, losses, and other financial data. Although REGOLITH believes that the expectations reflected in these forward-looking statements are based on reasonable assumptions and estimates, these statements are based on assumptions that are subject to change based on various factors, some of which are beyond the control of REGOLITH. Should one or more of the underlying assumptions or one or more of the other factors affecting REGOLITH's forward-looking information and statements prove incorrect, then such investment's actual results, performance, or achievements could differ materially from those expressed in, or implied by, forward-looking information and statements contained on the Sites. Accordingly, you should not place undue reliance on any such forward-looking information and statements. REGOLITH does not intend to update forward-looking information and statements, whether written or verbal, to reflect changes that may arise, and all forward-looking statements attributable to the Token, Wallet, or Fund are expressly qualified by these cautionary statements.

The markets and investments described on the Sites are only suitable for investors who are familiar with the markets described and willing to accept the high risks associated with such investments. Investing in the markets or investments requires high risk tolerance. None of the information contained on the Sites constitutes a recommendation, solicitation or offer by REGOLITH, its affiliates or third-parties to buy or sell any tokens, financial instruments or other assets or provide any investment advice or service. All information contained in the Sites has been prepared without reference to your particular investment requirements or financial situation. The Sites are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority, regulatory or self-regulatory organization, or where REGOLITH is not authorized to provide such information or services. The Sites and all content, services and features available through the Sites are intended for informational purposes only. They are not intended to substitute for professional investment, financial or legal advice.

You acknowledge that you are not relying on REGOLITH or any of its affiliates, officers, directors, partners, agents, or employees in making an investment decision. Always consider seeking the advice of a qualified professional before making decisions regarding your business and/or investments.

REGOLITH doesn't endorse any investments and shall not be responsible in any way for any transactions you enter into as a result of information on the sites. You agree that REGOLITH and its affiliates, officers, directors, partners, agents, or employees will not be liable for any loss or damages of any sort incurred as the result of any interactions between you and the sites.

Featuring of or posting on the Sites of any potential market or investment in or rating of any particular wallet, token, or trade does not constitute specific endorsement by REGOLITH of the quality of any potential investment in such market or investment in such token or trade. REGOLITH does not endorse any tokens or trades. These risks are non-exhaustive and are intended to highlight certain risks associated with investing in markets or investments that are reviewed on the Sites. We strongly advise you to consult a legal, tax and financial professional before investing, and carefully review all the specific risk disclosures provided as part of any potential investment. REGOLITH receives no commission or transaction-based compensation in connection with the purchase or sale of markets or investments through the Sites. REGOLITH is not a registered broker-dealer, funding portal, investment adviser or investment manager, and does not offer investment advice. REGOLITH does not recommend or otherwise suggest that any investor make an investment in a particular market, or make any particular trade. REGOLITH takes no part in the negotiation or execution of transactions for the purchase or sale of investments, and

at no time has possession of or access to funds or tokens. You acknowledge and agree that REGOLITH makes no representation, warranty or assurance that any potential market or investments reviewed on the Sites are made in accordance with Federal and/or state securities law, including the exemption to the sale of unregistered securities, or the legality of any offerings therein.

We reserve the right to modify the contents of the Sites at any time, but we have no obligation to update any information on the Sites. You agree that it is your responsibility to monitor the Sites for any updates or changes.

### **Collection and use of your information**

You acknowledge that when you download, install, and/or use the Sites, we may use automatic means (including, for example, cookies and web beacons) to collect information about you and about your use of the Sites. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Sites or certain of its features or functionality, and the Sites may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Sites is subject to our Privacy Policy. By downloading, installing, using, and/or providing information to or through the Sites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### ▪ **User account registration and passwords**

Some features that may be available on the Sites require you to register an account with us. By registering an account with, and in consideration of your use of, any of the Sites you agree to provide true, accurate, current, and complete information about yourself. Some features on the Sites may require use of a password. You alone are responsible for protecting your password. You agree that you alone will be responsible for any and all statements made, and acts or omissions that occur, through the use of your registered account. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, you must notify us immediately. We may assume that any communications we receive from your registered account have been made by you unless we receive written notice otherwise.

#### ▪ **Disclaimer of warranties**

Your use of the sites and any part thereof is at your sole risk. The sites and any part thereof (including, but not limited to, third party materials and links) are provided on an «as available» basis.

We reserve the right to restrict, suspend, or terminate your access to the sites or any feature or part thereof at any time without notice. REGOLITH, on behalf of itself, its affiliates, licensors, and service providers, expressly disclaims all warranties of any kind, whether express, statutory or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, title, and non-infringement, as well as warranties implied from a course of performance, course of dealing, usage, or trade practice; that access to the sites will be uninterrupted or error-free; that the sites will be secure; that the sites or the server that makes the sites available will be virus-free; or that information on the sites will be complete, accurate, adequate, useful, reliable, or timely. If you download any materials from sites or any part thereof (including, but not limited to Third Party Materials and links), you do so at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such materials. No advice or information, whether oral or written, obtained by you from Regolith (including its affiliates, licensors, or service providers) or through or from the sites or any part thereof (including, but not limited to Third Party Materials and links) shall create any warranty of any kind. Without limiting the foregoing, REGOLITH (including its affiliates, licensors, or service providers) provides no warranty or undertaking, and makes no representation of any kind that the sites or any part thereof (including, but not limited to Third Party Materials and links) will meet you requirements, achieve any intended results, be compatible, or work with any other software, applications,

systems or services, meet any performance or reliability standards or that any errors or defects can or will be corrected. In certain jurisdictions, the law may not permit the disclaimer of warranties, so the above disclaimer may not apply to you.

### **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will REGOLITH, its affiliates, licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising from or related to your use of or inability to use the sites (including data, ideas, guidance or recommendations), any website linked to it, any content on the site, links or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, for personal injury, property damage, pain and suffering, emotional distress, loss of revenue, lost profits, lost investments or assets, cost of substitute goods or services, loss of data, loss of business or anticipated savings, loss of use, goodwill, business interruption, computer failure or malfunction and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable or if REGOLITH was advised of the possibility of such damages; any consequential, incidental, indirect, exemplary, special, or punitive damages; or direct damages in amount that in the aggregate exceed the amount actually paid by you for the sites.

The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence), or otherwise and regardless of whether such damages were foreseeable or REGOLITH was advised of the possibility of such damages. This allocation is an essential element of the basis of the bargain between you and REGOLITH. The Limitations in this section will apply even if any limited remedy fails of its essential purpose(s).

If you are dissatisfied with the sites, any content on the sites, or these Terms of Use, your sole and exclusive remedy is to discontinue using the sites.

Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to you. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then the aggregate liability of REGOLITH under such circumstances for all liabilities that otherwise would have been limited shall not exceed one hundred United States dollars (100\$).

### **Indemnification**

You agree to defend, indemnify and hold harmless REGOLITH, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, your use or misuse of the Sites, the content you supply, both solicited and unsolicited, and/or your violation of any terms of use or similar terms offered by the owners or operators of any Third Party Materials.

### **Electronic communications and notices**

We may communicate with you via e-mail, postal mail, telephone, the Sites, and other services. We may issue, and you consent to receiving, notices via these various channels, including by sending emails to an address you provide us. You agree that such notices shall have legal effect. You also agree that any notices sent by email satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, we will provide you with paper copies upon request.

You may communicate with us in accordance with the Contacting section of these Terms of Use.

### **Governing law and limitation of time to file claims**

All matters relating to the Sites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to its rules of conflicts or choice of laws. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Sites shall be brought only in a state or federal court. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

You agree that any violation of the Limited Use License, Materials Submitted by You, or Export Regulation Sections of these Terms of Use by you harms us, which cannot be fully redressed by money damages, and that we shall be entitled to immediate injunctive relief for such violation (in addition to all other remedies available at law, in equity or under these Terms and Conditions).

You agree that any cause of action arising out of or related to the sites or these terms of use must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

### **Entire agreement**

These Terms of Use and all other documents, policies, or agreements referenced herein constitute the sole and entire agreement between you and REGOLITH with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Sites.

### **Severability**

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. Both parties shall negotiate in good faith a valid provision in place of the invalid provision that most closely approximates the economic purpose and intent of the invalid provision.

### **Waiver**

To be valid, a waiver of any term or condition set forth in these Terms of Use must be contained in a signed writing by the waiving party.

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