

# Terms and Conditions

Revised: November 9, 2023

**DISCLAIMER:** THE VALUE OF NFTS AND DIGITAL REWARDS ARE DERIVED FROM SUPPLY AND DEMAND IN THE GLOBAL MARKETPLACE, WHICH CAN RISE OR FALL INDEPENDENT OF ANY GOVERNMENT CURRENCY. HOLDING NFTS AND DIGITAL REWARDS CARRIES EXCHANGE RATE AND OTHER TYPES OF RISK. THE VALUE OF NFTS AND DIGITAL REWARDS MAY BE DERIVED FROM THE CONTINUED WILLINGNESS OF MARKET PARTICIPANTS TO EXCHANGE TRADITIONAL GOVERNMENT CURRENCY FOR DIGITAL REWARDS, WHICH MAY RESULT IN THE POTENTIAL FOR PERMANENT AND TOTAL LOSS OF VALUE OF A PARTICULAR DIGITAL REWARD SHOULD THE MARKET DISAPPEAR. THE VOLATILITY AND UNPREDICTABILITY OF THE PRICE AND VALUE OF NFTS AND DIGITAL REWARDS, RELATIVE TO GOVERNMENT CURRENCY, MAY RESULT IN SIGNIFICANT LOSS OVER A SHORT PERIOD OF TIME. CONNECT DOES NOT AND CANNOT GUARANTEE OR WARRANT THE VALUE OF ANY NFT, DIGITAL REWARD OR BLOCKCHAIN, INCLUDING THE WIN BLOCKCHAIN AND CONNECT REWARD, AND EXPLICITLY WARNS THE USER THAT THAT THERE IS NO REASON TO BELIEVE THAT ANY NFT, DIGITAL REWARD, OR BLOCKCHAIN REWARD WILL INCREASE IN VALUE, AND THAT THEY MAY HOLD NO VALUE, DECREASE IN VALUE, OR ENTIRELY LOSE VALUE

**General Terms and Affirmations:** These Terms and Conditions constitute the Use Agreement and Terms of Service (hereafter the “Terms & Conditions”, or this “Agreement”) between Block Bot United DAO LLC dba Connect Sales (referred to as “CONNECT”) and any person, affiliate, Win Node, customer, or entity (referred as the “User”, “You”, or “Your”) utilizing CONNECT, its brands, software, products, features and services (collectively, the “CONNECT Services”). These Terms & Conditions do not create any agency, partnership, or joint venture between CONNECT and the User. By signing up for an account through CONNECT or any associated websites, APIs, or mobile applications, the User acknowledges having read, and accepts and consents to the Terms & Conditions. The User also accepts and consents to CONNECT’s Privacy Policy. These Terms & Conditions may be amended and updated from time to time at the sole discretion of CONNECT. Revised versions will be considered effective as of the date and time posted on connectunited.com (“Site”). Your access to or use of the CONNECT Services or Site indicates your acceptance of these Terms & Conditions. You are agreeing to use the Site and the CONNECT Services at your own risk.

Terms found in this Agreement that relate to the CONNECT Services or CONNECT content, features, or functionality that are not available in your home jurisdiction are not applicable to you unless and until they become available to you. Certain CONNECT Services available to you in your home jurisdiction may not be available to you when traveling outside of your home jurisdiction.

## **1. CONNECT SERVICES.**

CONNECT provides access to the following products and services, some of which are provided by independent third-party companies:

### **1.1 Blockbot™—a Blockchain Robot.**

The Blockchain Robot (“Blockbot™”) is an evolving, intelligent software that gathers and processes data. Blockbot data allows Users to navigate blockchain technologies and make informed decisions regarding blockchain opportunities. Blockbot™ serves a variety of functions including:

**Academy**—A curated learning academy where Users can explore blockchain technology and better understand its cultural impact.

**CONNECT Share™**—A simplified referral experience to share blockchain ideas and opportunities with others.

**CONNECT App**—A digital app to hold CONNECT share rewards and a payment platform for **CONNECT Services.**

**1.2 Win Node.** The Win Node is a licensed computer software application comprising proof of action protocol providing input data and/or confirming data, information or actions, and facilitating recordation of confirmed actions on an immutable ledger and authorization of algorithmically generated reward distribution corresponding to the confirmed action(s) and associated with transactions validated on a corollary blockchain, such as the Win blockchain. It is foreseeable that at the option of the User, the Win Node may be recommissioned by the User to support other blockchains or other technologies. Used herein, “Win Node” may represent either the node itself or a license the User obtains to run the node. The Win Nodes when combined form the “Win Node Network.” Owners of Win Nodes can earn WIN digital rewards by operating their nodes in accordance with automated algorithmically driven Smart Contracts conforming with provisions of a distributed governance framework (“DGF”) set forth and initiated in a charter ratified by a community of owners of Win Nodes comprising the Win Node Network and corresponding to the Win Blockchain.

### **1.3 Win Blockchain**

The Win Blockchain operates with a proof-of-authority consensus mechanism. The Win Blockchain, which is governed by a DGF associated with Win node operators, self-administers the distribution of Win Digital Rewards in accordance with smart contracts executing algorithmic protocol. Win Digital Rewards are earned according to that protocol, in exchange for work performed by Win Nodes in the Win Node network confirming and facilitating the validation of confirmed action(s). Moreover, the Win Blockchain is used within the CONNECT Marketplace to maintain a record of actions by its members and affiliates. Defined actions by an affiliate within the community’s share program are awarded points and ranking within the community. Top ranking members and affiliates may be rewarded with WIN, the Win Blockchain’s native reward, for their contribution to the CONNECT Marketplace.

### **1.4 WIN Digital Reward**

WIN is a digital reward native to the Win Blockchain. WIN is not being offered to investors and there is no Initial Coin Offering (ICO) to promote WIN. WIN is distributed to Users through “Proof of Action” as recorded on the Win Blockchain. Although WIN may one day have market adoption, its utility may reside solely within the Win Blockchain, and may or may not have value. CONNECT does not anticipate a correlation between the Win Digital Reward value and CONNECT’s business activities.

## **1.5 Third-party Digital Apps**

1.5.1. CONNECT may provide each User with the ability to create and maintain third-party digital apps accessible in the User's account with CONNECT. The User may use any third-party digital app that safely integrates with the CONNECT Services. CONNECT will never take custody or control over any of these third-party apps. The User shall comply with the terms and conditions of the third-party providers. CONNECT does not offer any User the ability to exchange one form of fiat currency for any other form of currency (fiat or digital). CONNECT is not an exchange or money transmitter. CONNECT does not own, control, or operate any of the blockchains associated with the third-party apps that can be managed by the User as part of CONNECT Services.

1.5.2. When a User creates a third-party digital app through the CONNECT Services, the User will be provided a cryptographic mnemonic phrase from which you can determine public and private keys that the User must use to send and receive the digital currency or reward associated with the respective blockchain. The User is solely responsible for storing and keeping secret, outside of CONNECT Services and the associated blockchain, a backup of any User's third-party app credentials, private key(s), passwords, and transaction information that the User maintains in the apps or otherwise with the CONNECT Services. If the User does not backup the third-party apps, the User may not be able to access the associated cryptocurrency or reward in the event that CONNECT discontinues some or all of the CONNECT Services. CONNECT does not receive or store a User's third-party app passwords, keys, network addresses or transaction history. CONNECT cannot assist any User with third-party app password or key retrieval. Any third-party with knowledge of one or more of a User's credentials (including, without limitation, a backup phrase, app identifier, password, or keys) can dispose of the cryptocurrency or reward in the User's third-party apps.

1.5.3. The User agrees and understands that the transaction details submitted by the User via the CONNECT Services may not be completed or may be delayed by the respective blockchain used to process the transaction. CONNECT cannot guarantee that the CONNECT Services will transfer title or right in any cryptocurrency or reward and CONNECT makes no warranties of title of any kind. Once transaction details have been submitted to the respective blockchain, CONNECT cannot assist the User to cancel or otherwise modify such transaction or details.

1.5.4. In the event of a fork of the blockchains associated with the User's third-party apps, CONNECT may not be able to support the User's activity related to such NFT or digital reward, any transaction associated with the third-party apps or CONNECT Services may not be completed, may be partially completed, incorrectly completed, or substantially delayed. CONNECT is not responsible for any loss incurred by any User caused in whole or in part, directly or indirectly, by a fork or modification of such blockchains.

1.5.5. CONNECT does not currently charge a fee for the User's management and use of third-party apps. However, CONNECT reserves the right to do so in the future, and in such case any applicable fees will be displayed prior to the User incurring such fee, and such fees may be paid by the User with any of the digital rewards supported by CONNECT. Notwithstanding, the blockchains associated with the third-party apps may have Blockchain Transaction Fees (as defined in Section 2.4). CONNECT may attempt to calculate for the User any Blockchain Transactions Fees, though such calculation may be inaccurate or excessive. The User may select a greater or lesser fee, and the User is solely responsible for paying any Blockchain Transaction Fees required on any blockchain. CONNECT will neither advance nor fund any Blockchain Transaction Fee on any User's behalf, nor be responsible for any excess or insufficient fee calculation.

1.5.6. The User shall be responsible for all activities that occur through its third-party apps and accepts all risks of any authorized or unauthorized access to its third-party apps, to the maximum extent permitted by law. The User represents and warrants that the User is familiar with and accepts the risks associated with digital apps and private keys, including the risks described herein.

**1.6 CONNECT App.** CONNECT will provide each user with a hosted CONNECT App to allow the User to store, track, manage, send and receive supported digital rewards with other CONNECT users and other third parties. CONNECT securely stores all private keys in encrypted form where only the User will know its private keys associated with a User's CONNECT App in a combination of online and offline storage. As a result, there may be a delay of 48 hours or more to initiate a User's transaction instructions. User agrees with all other applicable risks, disclosures, terms and conditions regarding digital apps set forth herein.

## **2. PAYMENT TERMS.**

You can use CONNECT's Services for free or for a charge, either of which is a "CONNECT Transaction." Each CONNECT Transaction is an electronic contract between you and CONNECT and/or you and the entity providing the CONNECT Service as contracted by CONNECT. CONNECT will charge your selected payment method for any CONNECT Transaction that requires payment. If your chosen payment method cannot be charged for any reason (such as expiration or insufficient funds), you remain responsible for any uncollected amounts, and we may attempt to charge you again or request that you provide another payment method. Unless otherwise provided, all CONNECT Transactions are non-refundable and final.

### **2.1. Annual License and Monthly Service Fees.**

The User shall pay CONNECT the then-current annual licensing fee and may pay a then-current monthly service fee(s) for CONNECT Services or software licensed from third parties for nodes and any other software. The User agrees that CONNECT may deduct such fees directly from the User's CONNECT App.

### **2.2. Software License**

The User may be required to enter into a software license agreement with CONNECT or any third party for the use of any required software for each Win Node. The User shall pay all associated software license fees.

#### **2.2.1 Software Delivery.**

The blockchain node software is continually being improved. Although it isn't anticipated to take the full amount of time, delivery of the node software could take up to 30 days from the time of purchase.

### **2.3. Maintenance and Hosting Fees.**

CONNECT does not provide hosting services but may refer the User to one or more third-party hosting companies that are not affiliated with CONNECT. If the User elects and as part of a separate hosting agreement, the User may be required to pay certain data center operations maintenance and power fees ("Maintenance Fees"). These Maintenance Fees may be deducted from the User's digital rewards supported by CONNECT on a daily or monthly basis in advance. Users are responsible for any reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by User resulting or arising out of the User's election to use a third-party hosting company.

### **2.4. Blockchain Transaction Fees.**

The delivery and receipt of any of the User's cryptocurrencies and rewards are subject to network or transaction fees charged by the blockchain associated with the User-selected algorithm ("Blockchain Transaction Fees"), which are non-refundable. Blockchain Transaction Fees are paid to emit, record, verify, and process a transaction on the blockchains and not retained by CONNECT. Any withdrawal or transfer of the User's cryptocurrencies may be subject to Blockchain Transaction Fees.

### **2.5. Other Third-Party Fees.**

Certain digital apps, addresses, tools, and third-party software and devices ("Third-Party Fees") used by the User may also charge the User a fee, including a per transaction or transfer fee, which are non-refundable. The User is responsible for being aware of and satisfying any such fee. The User should note that any such fees may significantly reduce the User's rewards and therefore the User is responsible for managing the selection, use, rate and frequency of their receipt of rewards to any such Third-Party Fees.

### **2.6. Taxes.**

The User is responsible for any taxes, and the User will pay for CONNECT Services without any reduction for taxes. If the User is required by law to withhold any taxes from its payments to CONNECT, the User must provide CONNECT with an official tax receipt or other qualified documentation to support such withholding including value added tax ("VAT") or similar tax, if applicable. The User will be liable to pay (or reimburse CONNECT) for any taxes, interest, penalties or fines which may arise from any mis-declaration made by the User. The User shall pay CONNECT for all taxes and governmental fees CONNECT is required to collect or pay upon sale or delivery of CONNECT Services.

POTENTIAL USERS OF NFT's, DIGITAL REWARDS, INCLUDING BUT NOT LIMITED TO BITCOIN, ARE FOREWARNED OF POSSIBLE FINANCIAL LOSS AT THE TIME SUCH CURRENCIES ARE EXCHANGED FOR FIAT CURRENCY DUE TO AN UNFAVORABLE EXCHANGE RATE. MOREOVER, A FAVORABLE EXCHANGE RATE AT THE TIME OF EXCHANGE MAY RESULT IN A TAX LIABILITY. USERS SHOULD CONSULT A TAX ADVISOR REGARDING ANY TAX CONSEQUENCES ASSOCIATED WITH THE PURCHASE, SALE, EXCHANGE, OR OTHER USE OF DIGITAL OR VIRTUAL CURRENCIES.

USER OBLIGATIONS

## **3. USER OBLIGATIONS**

### **3.1. Registration**

(A) To use the CONNECT's Services, you will need to register an account through our Site. During the registration process, we will ask you for certain information, including but not limited to, your name, address and other personal information to verify your identity. We may, in our sole and absolute discretion, refuse to maintain an account for you. You hereby accept and acknowledge that you: (a) are of legal age in your respective jurisdiction to agree to this Agreement; and (b) have not previously been suspended or removed from using the CONNECT Services.

(B) By using your account, you agree and represent that you will use the CONNECT Services for yourself and you may not use your account to act as an intermediary or broker for any other third party, person or entity. Unless expressly authorized by CONNECT, you are only allowed to have

one account and are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to people or entities other than yourself. You are solely responsible and liable for maintaining adequate security and control of any and all usernames, email addresses, passwords, two-factor authentication codes or any other codes or credentials that you use to access the CONNECT Services. Your account must not contain misleading or fraudulent information. Creating false information for your account, falsifying your country of origin or providing fraudulent identification documents is strictly prohibited.

(C) During the registration of your account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the CONNECT Services, which procedures may be modified as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, social security number, taxpayer identification number, and a government identification. In providing us with this or any other information that may be required, you confirm that all of the information is true, accurate and not misleading. You agree to promptly keep us updated if any of the information you provide changes. 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 TAKE ACTION WE DEEM NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. WHEN WE CARRY OUT THESE INQUIRIES, YOU ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL.

(D) To use the CONNECT Services, you may need to fulfill certain legal obligations in your country and/or state of residence. By accepting these terms in this Agreement, you confirm that you have reviewed your local laws and regulations and that you are aware of, and fulfill, any and all such obligations. Due to legal or regulatory prohibitions, we do not offer the use of the CONNECT Services in certain jurisdictions. By accepting the terms in this Agreement, you confirm that you are not a resident or governed by the laws and regulations of those jurisdictions.

(E) We may not make all of the Services available in all markets and jurisdictions and may restrict or prohibit use of all or a portion of the Services from certain jurisdictions (“Restricted Jurisdictions”). At this time, Restricted Jurisdictions include jurisdictions subject to sanctions identified by the U.S. Department of the Treasury, Office of Foreign Asset Control. You must not attempt to use our Services if you are located in any of those Restricted Jurisdictions. You must not attempt to circumvent any restrictions imposed via the Services, such as by obscuring your IP address or submitting any inaccurate information regarding your location.

### **3.2. Software and Equipment Allocation**

The User is responsible for the allocation of the User’s equipment and selected optimization strategies. The User acknowledges that CONNECT is not responsible for the selection or timing of cryptocurrency optimization strategies and mining, nor is CONNECT responsible for the

protocols selected for use in connection with CONNECT Services. The User is solely responsible for these decisions and shall monitor and allocate strategies through the OneView dashboard. The User acknowledges that the difficulty of mining may vary and will likely increase over time.

### **3.3. Log-in Credentials**

The User represents and warrants that the User is responsible for the preservation of confidentiality of the User's login credentials. Login credentials generated for the User by CONNECT Services are for the User's internal use only and the User is strictly prohibited from selling, transferring, or sublicensing them to any other entity or person.

### **3.4. Blockchain Network Risk**

The User represents and warrants that the User accepts the risks of blockchain protocol and network, including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. The User understand these risks may result in delay or failure to process transactions, and potentially high Blockchain Transaction Fees or Third-party Fees. The User represents and agrees that CONNECT is not responsible for any diminished CONNECT Services, related features, or capabilities resulting from blockchain network risk.

### **3.5. Blockchain Modification Risk**

The User represents and warrants that the User is familiar with and accepts the risks associated with blockchain development and code changes. Blockchain technologies are still under development and may undergo significant changes over time. Blockchain contributors, including Win Node Operators acting under the auspices of an associated distributed governance framework ("DGF"), may propose and effectuate changes to features and specifications of the algorithm selected by the User and may fork the Win Blockchain protocol. Such changes may include or result in the elimination or support for specific algorithms and applications.

### **3.6. Consensus Protocol Replacement Risk**

In addition to blockchain modification risk, blockchain contributors, including Win Node Operators acting under the auspices of the DGF, may also propose and effectuate modification of the cryptographic verification process such that the blockchains can no longer be verified through Win Node Verification and instead adopt other methodologies like Proof-of-Work or Proof-of-Stake. The User accepts and acknowledges such risk and shall allocate the User's Win Node to other available blockchains and mining processes that utilize Win Node Verification or a similar process. The User further acknowledges that certain blockchain algorithms have no alternative blockchain applications that support Win Node Verification and any such WIN earned from Win Node Verification may be lost or destroyed.

### **3.7. Trade Compliance**

User shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to European Union and U.S. companies, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control and the European Union's Common Foreign and Security Policy (collectively, "Trade Sanctions Laws"). The User represents and warrants that the User and the User's financial institutions, or any party that owns or controls the User or the User's financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign as Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of

Commerce), the European Union or its Member States, or other applicable government authority. Further, User represents and warrants that it is currently in compliance with and shall at all times during the term of this agreement remain in compliance with the regulations of the United States Office of Foreign Assets Control (“OFAC”), including those named on OFAC’s Specially Designated and Blocked Persons List, and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto. Specifically, User shall not engage in business, sell to, or form a business relationship on behalf of others or for itself with any individual or country in contravention or violation of the aforementioned rules, laws, and regulations. The User shall indemnify and hold harmless Connect against and from any claim, loss, damage or expense (including attorneys’ fees and costs for the underlying investigation) arising from any breach or misrepresentation of this section.

### **3.8. Anti-Bribery**

User Acknowledges that its activities under this agreement may be subject to United States and other anti-bribery and corruption legislation around the world (including without limitations, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act). User warrants that it has not and undertakes and agrees that it shall not, in connection with this Agreement, make or promise to make any payment or transfer of anything of value, directly, or indirectly, to:

1. any governmental official or employee (including employees of government-owned or state-controlled corporations and employees of public international organizations);
2. any political party, official or candidate;
3. any intermediary for payment to any of the foregoing; or
4. to any other person or entity if such payment or transfer would violate the laws of the country in which it is made or the laws of the United States of America
5. User acknowledges and agrees that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. The User shall indemnify and hold harmless Connect against and from any claim, loss, damage or expense (including attorneys’ fees and costs for the underlying investigation) arising from any breach or misrepresentation of this section.

Any User that suspects any instance or allegation of violation of this section shall immediately report such instance to CONNECT and to proper authorities.

### **3.9 Ownership Restrictions.**

User acknowledges and agrees that CONNECT, any developer, or third party contract provider (or, as applicable, any licensors) owns all legal right, title and interest in and to all elements of the visual interfaces, graphics (including, without limitation, all art and drawings associated with the), design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of any content provided on the Site, CONNECT App, or Win Blockchain-based products and services (“Works”) and all copyrights, trade dress, patents, and trademarks, trade secrets other proprietary rights (“Intellectual Property”) therein.. All such Works and Intellectual Property are the property of its owners or licensors. Except as expressly set forth herein, the use of the CONNECT Services and CONNECT App does not grant User any ownership of or any other rights with respect to such Works, content or Intellectual Property that you may access on or through the CONNECT App.



### **3.10 Children.**

USER AFFIRMS HE/SHE IS OVER THE AGE OF 18 OR THE LEGAL AGE OF MAJORITY WHERE THE USER RESIDES IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, AS THE CONNECT APP AND CONNECT SERVICES ARE NOT INTENDED FOR CHILDREN UNDER AGE 18.

### **3.11 Responsibility for Conduct.**

User takes responsibility for all activities that occur under its CONNECT App and for its use of the CONNECT Services, and User accepts all risks of any authorized or unauthorized access to its CONNECT App, to the maximum extent permitted by law. User represents and warrants that the User is familiar with and accepts the risks associated with digital Apps and private keys, including the risks described herein. User is solely responsible for its own conduct while accessing or using the CONNECT Services or CONNECT App, and for any consequences thereof. User agrees to use the CONNECT Services, CONNECT App, and Win Blockchain for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, User may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the CONNECT Services any content that infringes the intellectual proprietary rights of any party; (v) use the CONNECT Services to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the CONNECT App or Win Blockchain; (viii) exploit the CONNECT Services for any unauthorized commercial purpose; (ix) modify, adapt, translate, or reverse engineer any portion of the CONNECT Services; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the CONNECT App or Win Blockchain or any part of it; (xi) reformat or frame any portion of the CONNECT App; (xii) display any content on the CONNECT App or Win Blockchain that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the CONNECT App or the content posted on the CONNECT App, or to collect information about its users for any unauthorized purpose; or (xiv) create user accounts by automated means or under false or fraudulent pretenses. The User shall indemnify and hold harmless CONNECT against and from any claim, loss, damage or expense (including attorneys' fees and costs for the underlying investigation) arising from any breach or misrepresentation of this section. User is solely responsible for all damages and legal liability that he or she may incur.

### **3.12 Representations Made By User.**

User acknowledges and agrees that the CONNECT Services, including but not limited to the Win Node, ARE NOT being sold as an investment by or of CONNECT. THE USER UNDERSTANDS THAT ANY REPRESENTATIONS MADE BY THE USER AT ANY TIME THAT ANY OF THE CONNECT SERVICES ARE AN INVESTMENT IN CONNECT (OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IN GENERAL) TO OTHERS IN A DIRECT ATTEMPT TO MARKET CONNECT SERVICES IN COORDINATION WITH SUPPLYING

USER'S REFERRAL LINK IS A DIRECT BREACH OF THE TERMS & CONDITIONS. A determination of same will be made at the sole discretion of CONNECT.

User further acknowledges that crypto assets are not insured by the Federal Deposit Insurance Corporation (FDIC), the Securities Investor Protection Corporation (SIPC) or any other public or private insurer, including against cyber theft or theft by other means. User understands that cryptocurrency activity is not a regulated activity in many states. User further acknowledges that the value of crypto assets can be extremely volatile and unpredictable, and subject to large fluctuations, which can result in significant losses in a short time, including possibly a loss of total value in the future.

### **3.13 WIN NODE REPRESENTATIONS**

CONNECT and the User recognize that the primary purpose of the Win Node is to support the Win Node Network and facilitate validation of transactions on the Win Blockchain. Nothing contained in this Agreement, exhibit to this Agreement, or any representation made outside of this Agreement, conveys on the User any ownership interests in CONNECT or its subsidiaries, or interests otherwise in CONNECT (including, but not limited to voting rights in the Win Node Network), nor any expectation of profits from the efforts of CONNECT) or its principals or subsidiaries. The User understands that while it may from time to time receive rewards in line with the distribution protocol set forth by the charter authorizing the distributed governance framework (DGF) of the Win Node Network ("Distribution Rewards") (subject to change), said reward is solely earned because of and as a direct result of work accomplished and performed by the User (e.g., work done by the Win Node). The User recognizes that should the User never actually operate the Win Node, the User will receive no rewards. CONNECT has no control of the protocol and method in which rewards are distributed in accordance with work performed by the Win Node. It is anticipated that the Win Node will be able to be sold or transferred in the future, potentially as associated NFTs, however, CONNECT cannot and does not warrant or represent that the resale value of the Win Nodes will be higher than the purchase price should this event occur, nor that it will be legally possible to do so. Further, CONNECT cannot and does not warrant or represent that there will ever be a resale value or capability of the Win Node.

## **4. TERMINATION**

### **4.1. General**

CONNECT may suspend or terminate the User's right to access or use CONNECT Services immediately and without notice if: (i) CONNECT determines the User's use of the CONNECT Services poses a security risk to CONNECT Services or any third-party, could adversely impact CONNECT, CONNECT Services or any other CONNECT users, could subject CONNECT, its affiliates, or any third-party to liability, or could be fraudulent or violates any law applicable to User or CONNECT ; (ii) the User is in breach of these Terms & Conditions; (iii) Connect determines in its sole and absolute discretion for any reason or no reason that it is in its best interest;(iv) the User initiated a chargeback or dispute with respect to any payment or purchase of the CONNECT Services; or (v) the User has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

### **4.2. Effect of Suspension.**

If CONNECT suspends the User's right to access or use any portion or all of the CONNECT Services, the User shall remain responsible for all fees and charges the User incurs during the

period of suspension, including any Maintenance Fees, Third-party Fees and Blockchain Transaction Fees; and the User may be in violation of the User's hosting agreement or the blockchain protocols, which may prevent or limit the User's entitlement to any results or rewards that may have occurred during the period the CONNECT Services was temporarily suspended. User agrees to pay any fee charged by CONNECT to reconnect the CONNECT Services.

#### **4.3. Effect of Termination**

If CONNECT terminates the User's right to access or use any portion or all of the CONNECT Services, then all of the User's rights under these Terms & Conditions immediately terminate and the User shall remain responsible for all Service Fees incurred and owed to CONNECT through the termination date.

### **5. DECENTRALIZED GOVERNANCE**

**5.1. Decentralized Advisory Board.** The Win Blockchain may have a decentralized advisory board.

**5.2. Consensus (Validator) Nodes.** The Win Blockchain has consensus nodes, which are the Win (Validator) Nodes that approve and validate transactions and contribute to the security and stability of the network. Any User that owns a Win Node involved in the consensus protocol may be rewarded from the Win Blockchain and be able to charge Blockchain Transaction Fees.

**5.3. Community and Decentralized Innovation.** The Win Blockchain invites any person or entity throughout the world to contribute to the Win Blockchain, including coders, application developers, marketers, advertisers, and service and maintenance providers. Accepted amendments, updates, and innovation from individuals or groups of the Win Blockchain community may be rewarded from the Win Blockchain rewards, in accordance with the auspices of the Win Node Network distributed governance framework ("DGF").

#### **5.4 Changes to Win Node Network**

CONNECT and User recognize that from time to time amendments may be made to the Win Node Network DGF. CONNECT and User both specifically agree that CONNECT may, in the future, present the Win Node Network with proposed amendments (the "Proposed Amendments") that the Node Network will then vote on whether to implement or not (the "Governance Vote"). . The User specifically understands that CONNECT owes the User no duty or obligation to make proposals in User's best interests and there may come a time when CONNECT proposes an amendment that is (i) not in or (ii) in direct opposition to the User's best interests, financial or otherwise (including, but not limited to a change in the distribution protocol), and the User has no legal recourse against CONNECT should any Proposed Amendment be approved and implemented through the Governance Vote. The User's only recourse is to vote against said Proposed Amendment. CONNECT and the User both agree that one such Proposed Amendment maybe to change the specifications, including, but not limited to the internet connection, Random Access Memory, Central Processing Unit requirements, extra space, and any other requirements needed to run the Win Nodes (the "Specifications"). CONNECT and User further agree that while the Specifications may be minimal on the effective date of this Agreement, this is subject to change through the Proposed Amendment and the Governance Vote. CONNECT does not and cannot represent or covenant that any rewards earned (financial or otherwise) for running a Win Node are not subject to change.

### **6. PUBLICITY**

The User is permitted to state publicly that it is a customer or user of CONNECT, consistent with any Trademark Guidelines which may be adopted by CONNECT from time to time. The User agrees to abide by the Privacy Policy of CONNECT.

## **7. REPRESENTATIONS AND WARRANTIES**

Each User represents and warrants that: (i) it has full power and authority to enter into these Terms & Conditions; and (ii) it will comply with all laws and regulations applicable to its provision or use of CONNECT Services.

## **8. DISCLOSURES & RISKS**

**8.1 Notification.** CONNECT notifies each User of certain disclosures and risks associated with blockchain NFT and digital rewards and their associated technology and protocols. CONNECT Services are not an investment product, and no action, notice, communication by any means, or omission by CONNECT shall be understood or interpreted as such. CONNECT has no influence whatsoever on the Win Blockchain, the transactions and consensus protocols, or the NFTs or digital rewards, including the CONNECT Reward. Ownership of a CONNECT App or Node or the use of CONNECT Services does not represent or constitute any ownership right or stake, share or security, debt or equivalent right, or any right to receive any future revenue or form of participation in or relating to any blockchain or digital reward, including the Win Blockchain or Digital Reward.

**8.2 Digital Rewards.** Digital rewards are not considered legal tender, are not issued or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, digital rewards are not insured against theft or loss by any insurance corporation or any investor protection, including the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

**8.3. Regulatory Risk.** Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs, digital rewards, and blockchain rewards. The regulatory status of digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect digital assets, blockchain technology and its applications. Such changes could negatively impact the CONNECT Services in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration. CONNECT may cease any distribution of any of the above, the development of the CONNECT App, Node, or other CONNECT platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which CONNECT operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi-governmental, regulatory or other similar types of (including banking) authorities will not examine the operations of CONNECT and/or pursue enforcement actions against CONNECT. Such governmental activities may or may not be the result of targeting CONNECT in particular. All of this may subject CONNECT to judgments, settlements, fines or penalties, or cause CONNECT to restructure its operations and activities or to cease offering certain products or services, all of which could harm CONNECT's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the CONNECT Services.

**8.4 Technology Risk.** Virtual NFT and digital reward transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some virtual transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber-attacks.

## **9. DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONNECT, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. CONNECT, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA, NFT AND DIGITAL REWARDS DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF CONNECT SERVICES. THE USER IS SOLELY RESPONSIBLE FOR SECURING ITS CUSTOMER DATA AND DIGITAL REWARDS. NEITHER CONNECT, ITS AFFILIATES, NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF CONNECT SERVICES, WIN BLOCKCHAIN, OR ANY OTHER SUPPORTED BLOCKCHAIN WILL BE ERROR-FREE OR UNINTERRUPTED. CONNECT, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

## **10. LIMITATION OF LIABILITY**

### **10.1. Limitation of Indirect Liability.**

THE AGGREGATE LIABILITY OF CONNECT, ITS SUPPLIERS, CONTRACT PARTNERS, AFFILIATES, AND THE LIKE (ALTOGETHER THE “CONNECT PARTIES”) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE CONNECT SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM THE CONNECT PARTIES FAULT, NEGLIGENCE, OR OMISSIONS, SHALL NOT EXCEED THE AMOUNT PAID BY THE USER FOR ONE MONTH ACCESS TO THE CONNECT SERVICES MINUS ANY DIGITAL REWARDS GENERATED OR RECEIVED BY THE USER AS A RESULT OF THE USE OF THE CONNECT SERVICES. THE CONNECT PARTIES SHALL NOT IN ANY CASE BE LIABLE FOR ANY LOST OPPORTUNITY COSTS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE CONNECT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE. THE CONNECT PARTIES SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE CONNECT SERVICES OR ANY RELIANCE THEREON. THE CONNECT PARTIES ARE NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE CONNECT SERVICES, FAILURE OF THE CONNECT

SERVICES TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES OF THE CONNECT PARTIES ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR SUE AND RELIANCE ON THE CONNECT SERVICES. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THIS AGREEMENT IS CONDITIONED ON YOUR REPRESENTATION THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF THE CONNECT PARTIES' INTELLECTUAL PROPERTY RIGHTS OR THE USER'S PAYMENT OBLIGATIONS.

#### **11. INDEMNIFICATION**

The User agrees to indemnify and hold harmless CONNECT, including its affiliates, and CONNECT Services from and against any loss, cost, or expense incurred as a consequence of any breach of warranty or representation hereunder by the User. Additionally, the User will defend, hold harmless, and indemnify CONNECT and its affiliates against any settlement amounts approved by the User and damages and costs finally awarded against CONNECT and its affiliates by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from the User's use of CONNECT's Services.

#### **12. CONFIDENTIAL INFORMATION**

The User may be exposed to CONNECT's (and other affiliated blockchain protocols) Confidential Information. "Confidential Information" means any information, in any form or medium, whether marked confidential or not, disclosed to the User under this Agreement, including, but not limited to, proprietary information, products, protocols, standards, manuals, services, business plans, customer lists, know-how, trade secrets, intellectual property rights, technical specifications, source code, object code, screen displays, designs, flowcharts, drawings, processes, algorithms, software programs, databases, marketing plans, articles, strategic direction, price lists, financial information or projections, notes, memoranda, extracts, summaries, reports, and/or analysis, including any and all derivative works of the aforementioned. Confidential Information shall not include information that is: (a) in the public domain, or subsequently becomes in the public domain, other than by breach of this or another agreement; (b) lawfully disclosed by a third-party on a non-confidential basis to User, provided that the third-party did not directly or indirectly receive the item from CONNECT; or (c) independently developed by the User without access to CONNECT's Confidential Information and all such development efforts can be clearly documented by User.

User acknowledges that all Confidential Information is and shall continue to be the exclusive property of CONNECT. User agrees to hold all Confidential Information received from CONNECT in trust and confidence and agrees that such information shall be used only for the purposes of this Agreement. User shall not disclose, directly or indirectly, the Confidential Information to any third parties, or otherwise use the Confidential Information in a manner detrimental to CONNECT. User shall not make copies of any documents containing Confidential

Information or disassemble, decompile, publicly display, distribute, create derivatives, or reverse engineer any materials, items, or products provided by CONNECT. User understands that all Confidential Information is important, unique, and materially affects CONNECT' goodwill and success in conducting its business activities, and hereby agrees to indemnify and save harmless CONNECT for damages that may arise from the unauthorized disclosure of Confidential Information by the User. This Agreement extends to Confidential Information that may have been previously disclosed to User prior to the execution of this Agreement.

The User may be exposed to other third parties confidential or proprietary information. The User will safeguard and keep confidential the confidential or proprietary information of customers, vendors, contractors, and other parties with which CONNECT does business to the same extent as if it were CONNECT's Confidential Information and the prohibitions and restrictions herein apply equally to third parties confidential and proprietary information received by User pursuant to this agreement as if it were connects Confidential Information.

User shall immediately inform CONNECT, in writing, of any misappropriation, unauthorized use, or disclosure of Confidential Information and will cooperate in every reasonable way to prevent further disclosure and to obtain possession of the misappropriated Confidential Information.

Upon written request from CONNECT, user shall return to CONNECT (or destroy upon the request of the CONNECT) all Confidential Information received by the User.

### **13. MISCELLANEOUS.**

#### **13.1. Assignment.**

The User will not assign or otherwise transfer the User's rights and obligations under these Terms & Conditions, without the prior written consent of CONNECT, which may be unreasonably withheld. Any assignment or transfer in violation of this section will be void. CONNECT may assign these Terms & Conditions without the User's consent (i) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (ii) to any Affiliate or as part of a reorganization; and effective upon such assignment, the assignee is deemed substituted for CONNECT as a party to these Terms & Conditions and CONNECT is fully released from all of its obligations and duties to perform under these Terms & Conditions. Subject to the foregoing, these Terms & Conditions will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. The User may not merge these Terms & Conditions with any other agreements with which CONNECT may be a party unless CONNECT provides its consent in writing or incorporates by reference these Terms & Conditions.

#### **13.2. Disputes.**

Any dispute, controversy, difference or claim arising out of or relating to these Terms & Conditions or relating in any way to the User's use of CONNECT sites and CONNECT Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms & Conditions shall be commenced only in a court in the State of Utah (federal or state), and the User and CONNECT each consent to the exclusive jurisdiction of such Courts. Notwithstanding the foregoing CONNECT and the User agree that CONNECT may bring suit in court to enjoin infringement or other misuse of CONNECT's intellectual property rights. The prevailing party in any court action shall be entitled to costs and reasonable attorneys' fees. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT

IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. CUSTOMER ACKNOWLEDGES THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

### **13.2.1 Arbitration**

You and CONNECT agree that any dispute arising out of or relating to this Agreement or the Services, shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/rules>). Subject to applicable jurisdictional requirements, consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration so long as their matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. CUSTOMER ACKNOWLEDGES THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies to the arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the State of Utah, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be entered as a judgement and enforced in any court of law. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each party will be responsible for any other fees or costs, such as attorney fees that the party may incur.

If any part of this Agreement is held by any arbitrator or court of United States to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected. Any headings contained in this Agreement are for informational purposes only and are not enforceable provisions of this Agreement.

### **13.3. Entire Agreement.**

These Terms & Conditions sets out all the terms agreed between the parties and supersedes all other agreements between the parties. In entering into these Terms & Conditions, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation



or warranty (whether made negligently or innocently), except those expressly set out in these Terms & Conditions and win Node agreement (as applicable). These may be updated by CONNECT on connectunited.com.

#### **13.4. Force Majeure.**

CONNECT and its affiliates will not be liable for any failure or delay in performance of obligation under these Terms & Conditions where the failures or delay results from any cause beyond reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a “hard fork” or “soft fork”)

#### **13.5. Governing Law.**

Any claim or dispute between the User and CONNECT arising out of or relating to the User’s use of the CONNECT website, CONNECT Services, or these Terms & Conditions, in whole or in part, shall be governed by the laws of the State Utah, USA without respect to its conflict of law’s provisions. The 1980 United Nations Conventions on Contracts for the International Sale of Goods does not govern these Terms & Conditions.

#### **13.6. Language.**

All communications and notices made or given pursuant to these Terms & Conditions must be in the English language. If we provide a translation of the English language version of these Terms & Conditions, the English language version will control if there is any conflict.

#### **13.7. Notices to the User and CONNECT.**

CONNECT may provide any notice to the User under these Terms & Conditions by: (i) posting a notice on the CONNECT website; or (ii) sending a message to the email address then associated with the User’s account. Notices provided on the CONNECT website will be effective upon posting and notices provided by email will be effective when the email is sent. It is the User’s responsibility to keep the User’s email address current. To give CONNECT notice under these Terms & Conditions, the User must contact CONNECT by support@connectunited.com. CONNECT may update the address for notices by posting a notice on its website.

#### **13.8. Severability.**

If any portion of these Terms & Conditions is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.

#### **13.9. No Third-Party Beneficiaries.**

This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

#### **13.10. Relationship.**

Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third-party.

### **14. Other Terms and Conditions**

**Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the CONNECT Services, including contests, promotions or other similar features, all of which terms are made a part of this Agreement by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between this Agreement and the terms posted for or applicable to a specific portion of the CONNECT Services, the latter terms shall control with respect to your use of that portion of the CONNECT Services.**

## **15. Contacting CONNECT**

You may submit an inquiry regarding this Agreement to: [support@connectunited.com](mailto:support@connectunited.com)