

Ponto Terms of Service

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Welcome, and thank you for your interest in Ponto Software, Inc. and its affiliates (“**Ponto**,” “**we**,” or “**us**”) and our website at <http://www.ponto.org>, along with our related websites, and other services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and Ponto regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “CONTINUE,” SUBMITTING A TRANSACTION (AS DEFINED BELOW), CREATING AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICE, YOU: (A) AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU VOLUNTARILY AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING PONTO’S PRIVACY POLICY www.ponto.org/legal/privacy (TOGETHER, THESE “TERMS**”); AND (B) CONFIRM YOUR CONSENT TO (1) RECEIVE COMMUNICATIONS FROM US ELECTRONICALLY, (2) THE USE OF ELECTRONIC SIGNATURES, AND (3) TRANSACT BUSINESS ELECTRONICALLY. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND PONTO’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY PONTO AND BY YOU TO BE BOUND BY THESE TERMS.**

YOU AGREE TO RECEIVE TEXTS/CALLS FROM OR ON BEHALF OF PONTO AT THE PHONE NUMBER YOU PROVIDE TO US. THESE TEXTS/CALLS WILL INCLUDE OPERATIONAL CALLS OR MESSAGES ABOUT YOUR USE OF THE SERVICE, AS WELL AS MARKETING CALLS OR MESSAGES. YOU UNDERSTAND AND AGREE THAT THESE TEXTS/CALLS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY USE BY YOU OF OUR SERVICE.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND PONTO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

E-SIGN DISCLOSURE. BY CLICKING “CONTINUE,” SUBMITTING A TRANSACTION (AS DEFINED BELOW), CREATING AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE E-SIGN DISCLOSURE AT ponto.org/legal/e-sign-disclosure. Please read our E-SIGN Disclosure to learn more about our electronic communication practices, the use of electronic signatures in connection with these Terms, and how to withdraw your consent and to request paper copies of electronic communications we send to you.

ACKNOWLEDGMENT OF RISK. We do not intend to provide any financial, investment, legal or tax advice, or any other advice of any kind. Although the Service may provide data, information, research, or content provided by third parties or by us relating to Digital Assets (as defined below), you should not interpret any such content as tax, legal, financial, or investment advice or a recommendation to conduct Transactions (as defined below) involving such Digital Assets. Ponto is not registered with the U.S. Securities and Exchange Commission and does not offer or provide securities services in the United States. For the avoidance of doubt, Ponto does not provide investment advice or offer for sale any securities and

no Service provided by us constitutes or should be interpreted as being either investment advice or a recommendation of securities. Purchasing, trading, selling, holding, investing in, or exchanging Digital Assets poses certain risks, including without limitation that the Digital Assets may fluctuate in value. There can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets. You should not purchase Digital Assets if you cannot afford to lose the entire amount of your investment. Before purchasing, trading, investing in, exchanging, or selling Digital Assets or otherwise submitting, entering into, or becoming a party to a Transaction, you should (i) conduct your own investigation and analysis, (ii) carefully consider the purchase, investment in, trading, exchange, or sale of Digital Assets and all related charges, expenses, uncertainties and risks, and (iii) consult with your own tax, financial and legal advisors. YOUR USE OF THE SERVICE AND ANY DECISIONS YOU MAKE TO PURCHASE, EXCHANGE, INVEST IN, TRADE, OR SELL DIGITAL ASSETS ARE AT YOUR SOLE RISK. We are not the issuer of any Digital Assets that are purchased, sold, traded, or exchanged through or facilitated by the Service. If the Digital Assets or the issuers thereof are found to not be compliant with applicable law, including without limitation the U.S. federal securities laws, the Digital Assets may decrease in value and potentially lose their value entirely. We will have no responsibility to you for any such events.

YOU HEREBY ACKNOWLEDGE, AGREE, AND UNDERSTAND THAT: (A) WE ARE NOT A LICENSED MONEY TRANSMITTER OR A REGISTERED MONEY SERVICE BUSINESS UNDER APPLICABLE LAW, NOR DO WE PROVIDE ANY SERVICES REQUIRING A MONEY TRANSMITTER LICENSE OR REGISTRATION AS A MONEY SERVICE BUSINESS UNDER APPLICABLE LAW (COLLECTIVELY REFERRED TO AS “REGULATED SERVICES”); (B) ANY REGULATED SERVICES ARE PERFORMED BY THE PROVIDERS OF THIRD-PARTY SERVICES USED IN CONNECTION WITH THE SERVICE; (C) WE ARE NOT AN AGENT OF SUCH PROVIDERS OR OTHERWISE DEEMED TO BE PERFORMING ANY REGULATED SERVICES PURSUANT TO, OR UNDER, SUCH PROVIDERS’ LICENSES OR REGISTRATIONS; AND (D) SUCH PROVIDERS ARE SOLELY RESPONSIBLE AND LIABLE TO YOU FOR SETTLING, EXECUTING, OR OTHERWISE PROCESSING, TRANSMITTING, DISTRIBUTING, OR TRANSFERRING FIAT CURRENCY OR DIGITAL ASSETS FOR ANY TRANSACTION FACILITATED BY OR THROUGH THE SERVICE. BRIDGE TRUST, CO. (“BRIDGE TRUST”) IS ONE OF OUR AFFILIATES AND IS LICENSED TO PROVIDE CERTAIN CUSTODY SERVICES RECOGNIZED UNDER NEVADA LAW ON OUR BEHALF WITH RESPECT TO YOUR FIAT CURRENCY AND DIGITAL ASSETS, AND ANY AND ALL CUSTODY SERVICES TO BE PROVIDED IN CONNECTION WITH OUR PROVISION OF THE SERVICE WILL BE PROVIDED BY BRIDGE TRUST.

1. **Ponto Service Overview.** Ponto provides certain features and functionality that facilitate and enable users of the Service to conduct certain financial transactions through third-party hosted applications, websites, or mobile or other downloadable applications (“**Customer Applications**”) involving one or more virtual currencies supported by us that constitute digital representations of value based on (or built on top of) a cryptographic protocol of a computer network (“**Digital Assets**”). For purposes of these Terms, “**Transaction(s)**” refers to any financial transaction involving the purchase, sale, trade, or exchange of Digital Assets by a user of the Service that is facilitated by or through a Customer Application.

1.1 **Other Agreements.** These Terms do not permit or grant you any right to: (a) download, install, access, or otherwise use (i) any Customer Application or (ii) our application programming interface (including any other contents of any files, programs, or other media provided or made available by us in connection therewith) (collectively, the “**API Kit**”); (b) become a participating member of our Wallet Network Program (as such term is defined in Section 14.4); or (c) access the Embedded Platform (as such term is defined in Section 14.5). Your right: (a) to access and use the API Kit and to become a participating member of our Wallet Network Program will, in each

case, be governed by and subject to a separate written agreement between us and you; (b) to download, install, access, or otherwise use a Customer Application will be governed by and subject to a separate written agreement between you and the third-party provider of such Customer Application; and (c) to access the Embedded Platform and to receive, transfer, send, or transmit Digital Assets or fiat currency through a Transaction facilitated by the Wallet Network Program will, in each case, be governed by and subject to a separate written agreement between us and the third-party Ponto customer authorized by us to grant you such rights.

- 2. Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; (c) your registration and your use of the Service is and will be in compliance with any and all applicable laws and regulations (including, without limitation, applicable operating rules, operating regulations, and other requirements of any relevant electronic funds transfer network or other payment network); and (d) you will not be using the Service for any illegal activity. You represent and warrant that you are not located in a country or territory that is subject to comprehensive sanctions (including, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic (DNR), and Luhansk People's Republic (LNR) regions of Ukraine), or subject to any economic, trade, or financial sanctions or other trade restrictions administered or enforced by the United Nations (“UN”), the European Union (“EU”), the United States of America (“U.S.”), or any other governmental entity with jurisdiction over you, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, and the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons. You may not use the Service to transact with any person who is subject to economic, trade, or financial sanctions or other trade restrictions or located in a country or territory that is subject to comprehensive sanctions administered or enforced by the UN, the EU, the U.S., or any other governmental entity with jurisdiction over you.
- 3. Accounts and Registration.** To access certain features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at support@ponto.org. You certify, under penalty of perjury, that: (a) the Individual Taxpayer Identification Number or Social Security Number you provide to us was assigned to you, and not to any other person, and that it is correct; and (b) you are not subject to backup withholding because (i) you are exempt from backup withholding, (ii) you have not been notified by the Internal Revenue Service (“IRS”) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified you that you are no longer subject to backup withholding. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Once you have successfully created an account on the Service and after Ponto has successfully completed its Assessments (but, in any event, prior to your initiation of your first electronic fund transfer in connection with a Transaction), we will provide you with certain legal disclosures pertaining to the terms and

conditions governing Transactions and our provision of the Service as may be required under applicable law (including the Electronic Fund Transfer Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act).

4. **Screening Requirements.** You may also be required to provide us with certain information about yourself prior to our provision of the Service to you in order for us to conduct Assessments (as defined below). You agree that the information you provide to us in connection with our Assessments is accurate, complete, and not misleading, and that you will immediately notify us of any change, update, or modification to such information. In addition to any available remedies available to us at law or in equity, we may refuse to provide the Service to you (or to suspend or terminate our provision thereof, including suspending the processing and/or fulfillment of Transactions) if the Assessments or the information you provide in connection therewith give us a reasonable, good faith basis to believe that the provision of the Service to you (including the processing and/or fulfillment of a Transaction) is detrimental to Ponto's interests, breaches any term or condition set forth in these Terms, or that the Transaction is otherwise suspicious, fraudulent, or in violation of applicable law (including those relating to fraud and money laundering). For purposes of these Terms, "**Assessments**" means any assessments, verifications, or other investigations conducted by us: (a) relating to creditworthiness, "know your customer" compliance, or identity verification; (b) relating to the identification or prevention of fraud, corruption, money laundering, terrorist financing, or sanction violations; or (c) that are required under applicable law or otherwise required by Ponto from time to time.
5. **Financial Risks.** You acknowledge and agree that:
 - 5.1 The market for Digital Assets is volatile and unpredictable, and the price of Digital Assets relative to fiat currency may result in significant loss over a short period of time;
 - 5.2 The risk of loss in purchasing, selling, exchanging or otherwise trading Digital Assets may be substantial and losses may occur over a short period of time;
 - 5.3 The price and liquidity of Digital Assets has been and may be subject to large fluctuations and volatility;
 - 5.4 Digital Assets are not legal tender, are not backed by the U.S. government, and the accounts holding Digital Assets are not subject to the protections afforded by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation;
 - 5.5 Legislative and regulatory changes, developments, or actions at the state, provincial, federal or international level may adversely affect the use, purchase, sale, trade, transfer, exchange, and value of Digital Assets at any given time;
 - 5.6 The underlying blockchains for Digital Assets may "fork," and we are under no obligation to support any forked blockchain;
 - 5.7 Transactions involving Digital Assets may be irreversible, and losses due to fraudulent, accidental, or wrongfully executed Transactions may not be recoverable;

- 5.8 Certain Transactions involving Digital Assets will be deemed to have been executed when recorded on a public ledger, which may not be the same date or time that you or any other person initiates a Transaction;
- 5.9 Access to Digital Assets recorded on any given address are controlled by the holder of the associated private key to the address and, if the private key is compromised, lost, disclosed, or otherwise no longer secure, such Digital Assets may be stolen, lost, inaccessible, irretrievable, and/or otherwise unrecoverable;
- 5.10 The value of certain Digital Assets may be derived from, based on, or influenced by fluctuations in the supply and demand of such Digital Assets and other market conditions, which may result in the Digital Assets having no value;
- 5.11 The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
- 5.12 The nature of Digital Assets means that any technological difficulties experienced by us may prevent the access to or use of your Digital Assets;
- 5.13 There is no assurance or any guarantee that any person or entity will continue to accept, purchase, sell, exchange, transfer, trade, or otherwise deal in Digital Assets at any given time;
- 5.14 The nature of Digital Assets may lead to an increased risk of fraud, cyberattack, and theft even though we implement and maintain industry-standard physical, technical, organizational, and administrative security processes and procedures designed to prevent the unauthorized access to and use of your Digital Assets;
- 5.15 Any bond, trust account, or insurance coverage we hold and/or maintain may not be sufficient to cover all losses incurred by our users; and
- 5.16 Ponto may not be regulated as a financial institution or its equivalent in your jurisdiction, territory, or region.
6. **General Payment Terms.** Certain features of the Service may require you to pay fees (including, without limitation, third-party fees and charges applicable to your use of the Service and your Transactions, such as: (a) payment processing charges; (b) fees charged by (i) us, (ii) the third-party provider of the Customer Application from which you accessed or used the Service, (iii) the user or third party with whom you are executing a Transaction, or (iv) the providers of third-party services used in connection with the Service (including, without limitation, those that settle, execute, or otherwise facilitate the processing of Transactions or the transmission, distribution, or transfer of fiat currency and Digital Assets in connection with a Transaction); and (c) other network and “gas” fees charged by the blockchain network. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable unless otherwise specifically provided for in these Terms or prohibited under applicable law. Payments and transfers of Digital Assets and of fiat currency between the parties to the Transaction (which may include users of the Service, third parties, or Ponto (if applicable)) will be processed promptly after the execution of the Transaction; provided that complete settlement of such payments and transfers may be delayed for various reasons,

including: (a) the date and/or time that the Transaction is executed is outside of normal business hours or is on a holiday federally observed in the U.S. by banking institutions; (b) the method of payment used; (c) your third-party banking or financial services provider; (d) the operating procedures of any provider of third-party services used in connection with the Service (including, without limitation, those that settle, execute, or otherwise facilitate the processing of the Transaction or the transmission, distribution, or transfer of fiat currency and Digital Assets in connection with the Transaction); or (e) other circumstances outside of Ponto's reasonable control. Nothing in this Section 6 is intended or should otherwise be construed as a limitation or restriction on your right to receive timely notices of changes to the terms and conditions of our provision of the Service to you (including increases to the fees or charges to be paid by you in connection therewith) as may be required under applicable law (including the Electronic Fund Transfer Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act).

- 6.1 **Price.** Ponto reserves the right to determine pricing for the Service. We represent and warrant that (a) any interchange fees to be charged by us in connection with facilitating Transactions involving electronic debit transactions will, at all times, be reasonable and proportional to the cost incurred by us with respect to such Transaction, and (b) any network routing limitations we may impose (if any), in each case, will at all times comply with the Electronic Fund Transfers Act. To the fullest extent permitted under applicable law, Ponto may change the fees it charges for any feature of the Service, including additional fees or charges, if Ponto gives you advance notice of such changes before they go into effect. Ponto, at its sole discretion, may make promotional offers with different features and different pricing to any of Ponto's customers or users of the Service. These promotional offers, unless made to you, will not apply to your offer or these Terms.
- 6.2 **Authorization.** You authorize Ponto to charge all sums due to it in connection with its provision of the Service as described in these Terms or as published by Ponto on or through the Service, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Ponto may seek pre-authorization of your credit card account prior to our provision of the applicable Service giving rise to such sums becoming due and payable by you in order to verify that the credit card is valid and has the necessary funds or credit available to cover the sums to be paid by you.
- 6.3 **Delinquent Accounts.** Ponto may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amounts due in connection with the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees. If your payment method is no longer valid at the time fees are due to Ponto, then Ponto reserves the right to delete your account without any liability to you.
7. **Banking Information.** To facilitate certain Transactions through the Service, certain banking and payment processing services (including, without limitation, those that facilitate the settlement, execution, processing, transmission, distribution, or transfer of fiat currency and of Digital Assets for Transactions) are made available to you by our third-party payment processors and/or third-party providers of related services. You may also link your external banking account(s) with your account on the Service by (a) logging into your account with your financial institution through the Service, or (b) providing us with the account information and routing details for your banking account and verifying the micro deposits we may send to such bank account. You may also be required to provide us with proof of ownership of such external banking account(s) in order for

us to verify your control over such account(s). All linked banking accounts must be with financial institutions in the U.S., unless otherwise approved by us in writing. We may decline the use of any external banking account(s) that we believe may present a risk to you and/or us in our sole discretion. By linking your external banking account(s) to your account on the Service, and by subsequently logging into your linked banking account(s) through the Service, you hereby authorize us: (a) to review and otherwise use the information made available to us by your financial institution pertaining to your external banking account(s) (including, but not limited to, account and routing information, authentication details, account balance, transaction history, and contact and profile information); and (b) to disclose such information to, and to authorize the use thereof by, our third-party service providers (in each case of (a) and (b) subject to our Privacy Policy and solely as reasonably necessary for purposes of facilitating the execution and settlement of a Transaction, performing any acts or omissions authorized by you on your behalf, or performing any other obligation owed to you in connection with our provision of the Service to you and to perform other services). You represent and warrant each and every time you link an external banking account to your account on the Service that: (a) you are the owner of, or have all necessary and sufficient consents and authorizations to access and use, the external banking account; and (b) you have the authority, or have all necessary and sufficient consents and authorizations, to authorize our and our third-party service providers' access to and use of such banking account for purposes of facilitating transfers of funds to and from such banking account that are authorized by you. If any of your linked, external banking accounts is jointly owned with, or otherwise jointly controlled by, any third party, you represent and warrant each and every time you link any such joint banking account to your account on the Service that that any and all joint account holder(s) has provided their informed consent or otherwise authorized you to: (a) represent, and to act on behalf of, all of the joint account holder(s) of the account; (b) access and use such joint banking account in connection with the Service; and (c) to authorize our and our third-party service providers' access to and use of such joint banking account in connection with providing the Service to you. If you do not have such informed consent or authorization, you are not permitted to link any such joint banking account to your account on the Service and we will immediately terminate your use of the Service if we are notified of or have a reasonable, good faith basis to believe that you have breached or otherwise not fulfilled the foregoing representation and warranty. If you close any of your external banking accounts with your financial institutions or if your financial institution has suspended any such accounts or otherwise frozen the assets held in such accounts, you are solely responsible for removing any such closed, suspended, or frozen banking account from your account on the Service to avoid any failure, delay, or cancellation of any Transaction and any potential charges relating thereto. We are not responsible or liable for any acts or omissions by your external financial institutions or any other third parties with whom any of your external banking accounts are held (including, without limitation, any modification, interruption, or discontinuance of any linked external bank account by such financial institution, third party, or the Service).

- 7.1 **Overpayment.** In the event that, at the time a Transaction is executed, the total amount paid by you to purchase Digital Assets in connection with such Transaction is in excess of the aggregate value of the Transaction (collectively, "**Overage**"), we or one of our third-party service providers will transfer to you, at our or such provider's option, either: (1) fiat currency in the amount of the Overage; or (2) the quantity of the same type of Digital Asset purchased by you that is equal in value to the amount of the Overage (based on the then-prevailing market value of such Digital Assets at the time of our or our service provider's transfer of such quantity of Digital Assets).

8. Licenses

- 8.1 **Limited License.** Subject to your complete and ongoing compliance with these Terms, Ponto grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.
- 8.2 **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.
- 8.3 **Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Ponto an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

9. **Ownership; Proprietary Rights.** The Service is owned and operated by Ponto. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Ponto ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of Ponto or its third-party licensors. Except as expressly authorized by Ponto, you may not make use of the Materials. There are no implied licenses in these Terms and Ponto reserves all rights to the Materials not granted expressly in these Terms.

10. Third-Party Terms

- 10.1 **Third-Party Services and Linked Websites.** Ponto may provide tools through the Service that enable you to use or access, or to export information to, third-party services (including those that are used in connection with the Service for the settlement, execution, processing, transmission, distribution, or transfer of fiat currency and Digital Assets for Transactions). By using one of these tools, you hereby authorize Ponto to transfer to the applicable third-party service provider all information that is required for it to provide such third-party services to you, and we may request that you provide additional information as may be required in order for you to use or access the third-party services. Third-party services are not under Ponto's control, and, to the fullest extent permitted by law, Ponto is not responsible for any third-party service's use of your exported information. You hereby provide us with all necessary and sufficient consents, authorizations, permissions, and approvals required by the provider of such third-party services or by any third party acting on behalf of such provider in order for them to perform their obligations in connection with their provision of such third-party services to you. The Service may also contain links to third-party websites. Linked websites are not under Ponto's control, and Ponto is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any information with such third-party services. Once sharing occurs, Ponto will have no control over the information that has been shared.

10.2 **Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

11. **Communications**

11.1 **Text Messaging & Phone Calls.** You agree that Ponto and those acting on our behalf may call and send you text (SMS) messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service, as well as marketing calls or messages. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM PONTO, YOU CAN EMAIL support@ponto.org OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM PONTO, YOU CAN EMAIL support@ponto.org OR TEXT THE WORD "STOPALL" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing calls and texts is not a condition of any use of the Service.

11.2 **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

12. **Prohibited Conduct.** BY USING THE SERVICE, YOU AGREE NOT TO:

12.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;

12.2 violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

12.3 access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Ponto;

12.4 interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

12.5 interfere with the operation of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) collecting personal information about another

- user or third party without their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- 12.6 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age, date of birth, or principal place of residence;
 - 12.7 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 9) or any right or ability to view, access, or use any Materials to any third party;
 - 12.8 use the Service to purchase, sell, trade, transfer, or exchange Digital Assets that (1) are deemed to be “securities”, “derivatives,” or financial instruments under applicable law, or (2) were obtained, acquired, exchanged, traded, transferred or otherwise purchased by you through the use of proceeds resulting from criminal, fraudulent, money laundering, or other illegal activities;
 - 12.9 use any fiat currency in connection with a Transaction that was acquired, exchanged, traded, transferred or otherwise obtained by you through criminal, fraudulent, money laundering, or other illegal activities;
 - 12.10 access or use the Service outside of those countries, sovereignties, jurisdictions, or other territories in which such access or use is legally permitted; or
 - 12.11 attempt to do any of the acts described in this Section 12 or assist or permit any person in engaging in any of the acts described in this Section 12.

13. Modification of Terms. We may, from time to time, change these Terms on a going-forward basis and these Terms may be different from the Terms you agreed to for a prior Transaction or your prior access to or use of the Service. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users with an account or where certain revisions are prohibited under applicable law from becoming effective immediately, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should discontinue your use of the Service. Except as expressly permitted in this Section 13, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Nothing in this Section 13 is intended or should otherwise be construed as a limitation or restriction on your right to receive timely notices of changes to the terms and conditions of our provision of the Services as may be required under applicable law (including the Electronic Fund Transfer Act the Dodd-Frank Wall Street Reform and Consumer Protection Act).

14. Specific Terms and Conditions for the Service

- 14.1 **Transaction Information.** You are solely responsible for verifying the accuracy and completeness of all information required to facilitate the processing, settlement, and execution of a Transaction (including, without limitation, wallet and blockchain addresses, payment and bank account information, the Transaction amount, and the type and amount of the Digital Assets and/or fiat currency to be transferred in connection with the Transaction). Neither we nor any of our third-party service providers will be responsible or liable to you for any inaccurate, inconsistent, or incorrect information used by, or relied upon by, us or them to process, settle, and/or execute a

Transaction (including for transfers, transmissions, and distributions of Digital Assets and/or fiat currency to incorrect recipients, bank accounts, or digital wallets), and we have no obligation to verify the accuracy or completeness of any such information. You are solely responsible for ensuring that a Transaction involving a transfer of Digital Assets by you is not subject to additional terms and/or conditions imposed by the custodian of the wallet to whom the Digital Assets are being transferred. For example, certain third-party wallet providers may impose certain limitations on the quantity or aggregate value of Digital Assets that may be transferred during any period of time or for any given transaction involving such wallet provider, which may result in a wallet provider not accepting Digital Assets released by us or any of our third-party service providers that are transferred to such wallet provider. We are not responsible or liable to you for any liabilities, losses, or damages suffered by you as a result of your failure to strictly comply with any such third-party terms and conditions. We will provide you with legally required documentary evidence, receipts, and statements with respect to your Transactions (whether you are the party transferring, distributing, or transmitting fiat currency or Digital Assets or you are party to receive such fiat currency or Digital Assets) in a timely manner and, in all cases, in accordance with applicable law (including the Electronic Fund Transfer Act). In general, Transactions are non-cancellable, but certain Transactions (including "Remittance Transfers" as such term is defined under the Electronic Fund Transfer Act) may, in certain circumstances and provided certain conditions are satisfied, be cancelled and any Digital Assets or fiat currency transferred in connection therewith may be refunded to you as required under applicable law.

- 14.2 **Ownership.** You represent and warrant that: (a) you own all right, title, and interest in and to your Digital Assets or you otherwise have all necessary and sufficient rights, permissions, capacity, consents, and authority to sell, trade, exchange, or otherwise dispose of your Digital Assets; (b) you are the owner of, or otherwise have all necessary and sufficient rights, permissions, capacity, consents, and authority from all owners of the wallets or other accounts in which your Digital Assets are held, custodied, or otherwise stored, to facilitate the transfer of Digital Assets to and from such accounts.
- 14.3 **Disputes.** As between you and a third party to any Transaction (including another user of the Service), the terms and conditions of the Transaction, such as the Digital Assets to be transferred and each party's payment obligations to one another, are solely your responsibility. You acknowledge and agree that: (a) any such third party may require that you agree to additional terms and conditions before processing, submitting, settling, or executing a Transaction; (b) Ponto is not a party to any such agreement entered into between you and such third party in connection with a Transaction; (c) any dispute with any such third party is solely between you and such third party; and (d) you and such third party will resolve any such dispute in good faith. In the event you have a dispute about a Transaction, please refer to our Customer Support and Complaints Handling Policy (available at ponto.org/help/complaints-handling) or contact us at support@ponto.org. Nothing in this Section 14.3 is intended or should otherwise be construed as a limitation or restriction on your or our rights and obligations with respect to reporting and resolving errors you encounter with respect to the Service or unauthorized Transactions facilitated through the Service as may be prescribed under applicable law (including the Electronic Fund Transfer Act).
- 14.4 **Wallet Network Program.** The Service is also made available and provided by Ponto in connection with its administration and operation of an information technology networking infrastructure implemented by a group of members each of whom shares, discloses, transmits, or otherwise

provides certain data and information to Ponto for purposes of facilitating Transactions involving digital wallets linked to such infrastructure that are also verified as being associated with one of the members' clients. ("**Wallet Network Program**"). Once a member of the Wallet Network Program permits your linking of your eligible digital wallet(s) to the Wallet Network Program, you can receive, transfer, send, or otherwise transmit Digital Assets or fiat currency to certain third parties (including other users of the Service) that also have eligible digital wallets linked to the Wallet Network Program. In the event you use the Service to send, or have Ponto (or a third party acting on Ponto's behalf) send on your behalf, any text messages, emails, or other communications to any such third party, you represent and warrant to us that such third party has consented to receiving such communications. You hereby acknowledge and agree that Ponto may include and disclose your name and any other information you provided to us in connection with a Transaction facilitated by the Wallet Network Program as part of these communications to such third party. The third party may accept or reject the Digital Assets or fiat currency you send in connection with a Transaction facilitated by the Wallet Network Program and, in the event of a rejection by the third party or if the third party fails to accept the Digital Assets or fiat currency within thirty (30) days' of the effective date of your transfer, sending, or transmission thereof, the Digital Assets or fiat currency will be refunded to the same digital wallet from which you transferred, sent, or transmitted such Digital Assets or fiat currency. Furthermore, you hereby acknowledge and agree that your access to and use of the Wallet Network Program (and our provision of the Service to you in connection therewith) may be suspended or terminated by Ponto with or without notice to you as may be permitted under Ponto's agreement with member who permitted your linking of your eligible digital wallets(s) to the Wallet Network Program.

14.5 **Embedded Platform.** The Service is also made available and provided by Ponto in connection with certain online portals that are administered and operated by Ponto on behalf of certain of its customers, are unique to each customer, and are accessible through their respective Customer Application (any such online portal is referred to herein as an "**Embedded Platform**"). If you access the Embedded Platform through any such Customer Application, you can use submit a Transaction through the Embedded Platform, and Ponto will provide the Service and one of its third-party service providers will perform such services that are required for the settlement, execution, processing, transmission, distribution, or transfer of fiat currency and Digital Assets for any such Transaction. You hereby acknowledge and agree that your access to and use of the Embedded Platform (and our provision of the Service to you in connection therewith) may be suspended or terminated by Ponto with or without notice to you as may be permitted under Ponto's agreement with the customer whose Customer Application you used to access the Embedded Platform.

15. **Term, Termination, and Modification of the Service**

15.1 **Term.** These Terms are effective beginning when you accept the Terms or first access or use the Service, and ending when terminated as described in Section 15.2.

15.2 **Termination.** If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Ponto may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and, except as otherwise expressly set forth herein, without any liability to you arising from such termination. You may terminate your account and these Terms at any time by contacting customer service at support@ponto.org.

- 15.3 **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Ponto any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 8.3, 9, 14, 15.3, 16, 18, 18, 19, and 20 will survive. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.
- 15.4 **Modification of the Service.** To the fullest extent permitted under applicable law, Ponto reserves the right to modify, discontinue, or impose additional restrictions on all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Except as otherwise expressly set forth herein or otherwise prohibited under applicable law, Ponto will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. Nothing in this Section 15.4 is intended or should otherwise be construed as a limitation or restriction on your right to receive timely notices of changes to the terms and conditions of our provision of the Service to you as may be required under applicable law (including the Electronic Fund Transfer Act).
16. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Ponto, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Ponto Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party (including users with whom you enter into a Transaction with). We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
17. **Disclaimers; No Warranties by Ponto**
- 17.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. PONTO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. PONTO DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND PONTO DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

- 17.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR PONTO ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE PONTO ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA.
- 17.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 17 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Ponto does not disclaim any warranty or other right that Ponto is prohibited from disclaiming under applicable law.

18. Limitation of Liability

- 18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE PONTO ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY PONTO ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- 18.2 EXCEPT AS PROVIDED IN SECTIONS 19.5 AND 19.6 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE PONTO ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO PONTO IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.
- 18.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Nothing in this Section 18 is intended or should otherwise be construed as exceeding any limitations of liability afforded to you under applicable law (including the Electronic Fund Transfer Act and any less amount imposed under applicable state law).

19. Dispute Resolution and Arbitration

- 19.1 **Generally.** Except as described in Section 19.2 and 19.3, you and Ponto agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject

to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PONTO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 19.2 **Exceptions.** Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 19.3 **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to these Terms by sending a letter to Ponto Software, Inc., Attention: Legal Department – Arbitration Opt-Out, 548 Market St PMB 26912 San Francisco, CA 94104 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once Ponto receives your Opt-Out Notice, this Section 19 will be void and any action arising out of these Terms will be resolved as set forth in Section 20.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
- 19.4 **Arbitrator.** This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Ponto.
- 19.5 **Commencing Arbitration.** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Ponto’s address for Notice is: Ponto Software, Inc., 548 Market St PMB 26912 San Francisco, CA 94104. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Ponto may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Ponto will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if the Company has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.

- 19.6 **Arbitration Proceedings.** Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or Ponto must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- 19.7 **Arbitration Relief.** Except as provided in Section 19.8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Ponto before an arbitrator was selected, Ponto will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.
- 19.8 **No Class Actions.** YOU AND PONTO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Ponto agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 19.9 **Modifications to this Arbitration Provision.** If Ponto makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Ponto's address for Notice of Arbitration, in which case your account with Ponto will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- 19.10 **Enforceability.** If Section 19.8 or the entirety of this Section 19 is found to be unenforceable, or if Ponto receives an Opt-Out Notice from you, then the entirety of this Section 19 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 20.2 will govern any action arising out of or related to these Terms.

20. Miscellaneous

- 20.1 **General Terms.** These Terms, including the Privacy Policy and Custody Agreement and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Ponto regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time

after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- 20.2 **Governing Law.** These Terms, your access to and use of the Service are governed by the laws of the State of Nevada without regard to conflict of law principles. You and Ponto submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Clark County, Nevada for resolution of any lawsuit or court proceeding permitted under these Terms. Use of the Service does not give rise to personal jurisdiction over Ponto, either specific or general, in jurisdictions other than Nevada. You consent to the personal jurisdiction of and venue in such courts and waive any and all jurisdictional and venue defenses or objections otherwise available. We operate the Service from our offices in Nevada, and you enter into agreement to this Terms of Service in the State of Nevada. We make no representation that Materials included in the Service are appropriate or available for use in other locations.
- 20.3 **Privacy Policy.** Please read the [Ponto Privacy Policy](#) (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Ponto Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 20.4 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 20.5 **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing, unless applicable law requires otherwise.
- 20.6 **Contact Information.** The Service is offered by Ponto Software, Inc. and its affiliates. You may contact us by sending correspondence to 548 Market St PMB 26912 San Francisco, CA 94104 or by emailing us at support@ponto.org.
- 20.7 **Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 20.8 **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies. If you experience any issues relating to our provision of the Service, please contact us at support@ponto.org.

20.9 **International Use.** The Service is intended for visitors located within the U.S.. We make no representation that the Service is appropriate or available for use outside of the U.S. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.