

**AXAL AUTOPILOT**  
**TERMS OF SERVICE**

Last Updated: January 31, 2025

The following terms of service (“**Terms**”) are a legal agreement between you (together with the business entity you represent, if any, “**you**” or “**your**”) and Lockbox Technologies, Inc. doing business as Axal (“**Axal**”, “**we**”, “**us**” or “**our**”) and govern your access to and use of the Axal Autopilot platform (the “**Platform**”) and any related technology or services supplied by Axal, including our websites at **ax.al**, **getaxal.com**, **autopilot.getaxal.com**, **gekkoterminal.ai** and mobile applications (collectively with the Platform, the “**Services**”).

By accessing or using any of the Services, you agree to these Terms and any other policies or terms referenced within or posted throughout the Services, including but not limited to the Referral Program Terms (as defined below in Section 11), and the Axal Privacy Policy (“**Privacy Policy**”) at [getaxal.com/privacy](https://getaxal.com/privacy) which are hereby expressly incorporated into these Terms by reference.

FROM TIME TO TIME, WE MAY UPDATE OR MODIFY THESE TERMS IN OUR DISCRETION. IF OUR CHANGES REDUCE YOUR RIGHTS OR INCREASE YOUR RESPONSIBILITIES, WE WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE YOU WITH NOTICE WITHIN THE SERVICES. THE UPDATED TERMS WILL BECOME EFFECTIVE AS OF THE “LAST UPDATED” DATE INDICATED IN THE TERMS. ANY USE OF THE SERVICES AFTER THE LAST UPDATED DATE MEANS YOU HAVE ACCEPTED THE UPDATED TERMS. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT YOU DO NOT ACCEPT THE UPDATED TERMS IS TO TERMINATE YOUR ACCOUNT AND CEASE USE OF THE SERVICES.

THESE TERMS INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION, WHICH MEANS THAT YOU AND AXAL WAIVE THE RIGHT TO A TRIAL BY JURY AND AGREE TO RESOLVE ANY AND ALL DISPUTES THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS.

If you are an individual, you must be at least 18 years of age, a U.S. or Canadian resident, and legally capable of entering into contracts. If you are an entity, organization, or company, or acting on behalf of one, you represent and warrant that you are an authorized representative of such entity, and that you have the authority to and agree to bind it to these Terms. You represent to us that you will not use the Services, directly or indirectly, for any fraudulent or unlawful purposes.

1. **Accessing the Services.** In order to use the services, you must establish a user account (an “**Account**”). In connection with establishing an Account, you agree to: (a) provide true, accurate, current, and complete information about yourself as we may require; and (b) maintain and promptly update the registration data to keep it true, accurate, current, and complete. Please refer to our Privacy Policy for additional information on our practices for handling personally identifiable information. You may not share your Account and you are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your Account. You agree to notify us immediately of any actual or suspected unauthorized use of or access to your Account. We are not liable for any acts or omissions by you in connection with your Account or any damages arising from your failure to comply with this Section 1. We reserve the right, in

our sole discretion, to determine who may qualify for an Account and we reserve the right to reject or revoke any Account at any time without liability.

2. **Coin Management; Wallets.** Our Services enable you to manage your digital asset collections of cryptocurrency tokens (“**Coins**”) by enabling you to track and rebalance the allocation of your collection of specific Coins (“**Allocations**”) within one non-custodial Wallet, spun up on behalf of the user when creating an account. A “**Wallet**” is an intangible medium which secures a set of cryptographic keys for a user. A Wallet enables the user to sign arbitrary messages, using the secured cryptographic keys, on behalf of third-party applications, including signature of cryptocurrency transactions to control the digital assets in such Wallet. We strive to provide you with the tools to make and implement decisions regarding your individual Allocations. However, you are solely responsible for selecting which Coins you wish to collect, your Allocations among such Coins and for taking any actions with respect to your collection of Coins. The Services do not, and Axal does not, orchestrate any Wallets. You are required to use one or more third-party Wallet service providers (for more information, see Section 10 (Third Party Services)). Please note that you may continue to use your Wallet in the manner that you or others use your Wallet without using our Services. If you use your Wallet to transact in Coins and you have set up your Allocations with our Services, our Services will automatically re-balance your Wallet at the next occasion based on the frequency of re-balancing that you have set up. If you would prefer to manually manage your Wallet, you should turn off any re-balancing or other features of our Services that would result in transacting in any Coins. Upon users selecting the Coins they want to purchase, Axal purchases that exact coin with user permissions. The Coins are held in the non-custodial Wallet fully controlled by the user.
3. **Ownership; Feedback.** The Platform and Services are licensed to you, not sold. As between you and Axal, Axal and our licensors retain all right, title, and interest in and to all Services and intellectual property and other rights therein and thereto. No rights or licenses are granted except as expressly and unambiguously set forth in these Terms, whether by implication, estoppel or otherwise. You may from time to time provide us with suggestions, comments or other feedback with respect to the Services (“**Feedback**”). We may freely use Feedback for any lawful purpose, even if it is information you have otherwise designated as confidential, and you hereby grant to Axal a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.
4. **General License; Restrictions.** Subject to your compliance with these Terms, Axal hereby grants to you, a personal, worldwide, royalty-free, non-sublicensable, non-transferrable, and non-exclusive license to use the Services and any other documentation we make available from time to time (“**Documentation**”), in each case, in accordance with these Terms. You may not perform, engage in or attempt, or facilitate the same, any of the following with respect to the Services: (a) use the Services in order to generate an alternative thereto, including by using or submitting any Services to any artificial intelligence system (including generative artificial intelligence or large language model), machine learning, or similar system; (b) pledging, renting, leasing, sharing, distributing, selling of any Services; (c) reverse engineer or otherwise attempt to determine the underlying code or structure of any Services; or (d) using any robots, spiders, or similar data mining, data gathering, “scraping”, extraction tools, or manual processes to collect, gather, or copy any content or data on or related to any Services.

5. **User Content.** The Services enable users to upload information including images, data, text, or other materials (“**Content**”). You retain ownership of all Content that you submit to the Services and these Terms do not grant us any licenses or rights to your Content except for the limited license described in this Section 5. However, you are responsible for your Content, and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. Axal may, but is not obligated to, monitor or review the Services and your Content or the Content of any other user at any time. Without limiting the foregoing, Axal shall have the right, in its sole discretion, to remove any of your Content for any reason including if your Content violates these Terms or any applicable law, as determined by Axal. By uploading your Content to the Services, you: (a) represent and warrant that you have all necessary rights to upload, share, post, transmit or otherwise make available such Content; and (b) hereby grant to Axal a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use, reproduce, distribute, modify, translate, adapt, create derivative works, make publicly available, and otherwise use your Content: (i) to provide the Services to you; (ii) for the purposes permitted by our Privacy Policy; and (iii) to compile, use and disclose aggregate or de-identified data, statistics, measurements or other metrics derived from your Content (including in combination with the aggregate or de-identified content of other users of the Services) for our own purposes, including to improve the Services, solely in a manner such that the aggregate or de-identified content does not identify you or any other individual (“**Aggregated Data**”). As between you and Axal, Aggregated Data is the sole and exclusive property of Axal.
6. **Prohibited Conduct.** You agree that you will not, directly or indirectly: (a) use the Services for any fraudulent purpose or in violation of any applicable laws; (b) use the Services to transmit any Content that: (i) is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, hateful, fraudulent, invasive of another’s privacy, tortious, discriminatory, obscene, pornographic, lewd, lascivious or otherwise objectionable, as determined by us; (ii) is false, inaccurate, misleading, defamatory or libelous Content (including without limitation personal information); (iii) infringes another’s copyright, trademark, trade secret or other intellectual property rights or other rights of any entity or person; or (iv) introduces viruses, worms, Trojan horses and/or harmful code into the Services; (c) impersonate any person or entity, including any of our employees or representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) interfere or attempt to interfere with the proper working of the Services or any activities conducted through them, including by bypassing any measures we may use to prevent or restrict access to the Services or engaging in any conduct that restricts or inhibits any other user’s use or enjoyment of the Services; (e) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings, or other similar transactions; (f) use the Services to participate in fundraising for a business, protocol, or platform; or (g) access or attempt to access any Wallet to which you do not have legal authority to access.
7. **Service Fees; Payment.** Each time you modify your Allocations, buy or sell a Coin or otherwise transact in any Coin (including without limitation if you provide for an order if the price of a Coin is above or below a pre-defined threshold), we charge you a percentage of the value of the underlying Coin transaction (the “**Service Fees**”). The Service Fees will be displayed when you are asked to confirm any re-balancing activities or other transactions. In general, the more frequent and the larger the modification to your Allocations, the greater your Service Fees. By using the Platform, you agree to pay all applicable Service Fees. When you direct us to modify or rebalance your Allocations, such direction cannot be withdrawn unless the change is scheduled to occur at

a time in the future (e.g., you set up automatic re-balancing) (each, a **“Future Transaction”**). For any Future Transaction, you may change or withdraw your direction to us at any time before the end of the last business day prior to the day the Future Transaction is scheduled. We may use a third-party payment service to bill you through an online account for your fees, as applicable, in lieu of directly processing your credit card information. By submitting your payment account information, you grant us the right to store and process your information with the third-party payment service, which may change from time to time; you agree that we will not be responsible for any failure of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of such third-party payment service in addition to these Terms. You agree that we may change the third-party payment service and move your information to other service providers that encrypt your information using transport layer security (TLS) or comparable security technology. You are solely responsible for all taxes associated with Services (excluding taxes based on Axal’s net income). All Service Fees paid are non-refundable and are not subject to set-off.

8. **Term; Termination.** The effectiveness of these Terms commences upon the date you first access or use the Services, as applicable, and continues until terminated as set forth herein. You may terminate your Account at any time through the Account management and settings functions of the Platform. Without limiting our other rights or remedies, we may suspend, deny or terminate your access to any or all of the Services if we determine, in our sole discretion: (a) that you have violated any terms of these Terms; (b) you have provided false or misleading information to us; (c) we are required to by law, legal process, or law enforcement; (d) your use of the Services results in (or is reasonably likely to result in) damage to or material degradation of the Services which interferes with our ability to provide access to the Services to other users (provided that we will use reasonable good faith efforts to work with you to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation). We will use commercially reasonable efforts to notify you prior to any such suspension or limitation, and will reinstate your use of or access to the Service, as applicable, if you remediate the issue promptly following receipt of such notice. In addition to accrued obligations, the following sections will survive the termination or expiration of these Terms, including if Axal ceases to provide the Services: Sections 3 (Ownership; Feedback), 5 (User Content); 7 (Service Fees; Payment); 8 (Term: Termination); 9 (Confidentiality); 12 (Disclaimers); 13 (Limitation of Liability); 14 (Indemnification); 15 (No Investment Advice or Endorsement); 16 (Jurisdictional Issues; Export Controls); 17 (Dispute Resolution; Agreement to Arbitrate); and 18 (General Provisions). If we suspend or terminate your Account or access to the Platform or any Services, you may not use the Platform or other Services, whether under a different Account or by re-registering for a new Account without our prior consent.
9. **Confidentiality.** **“Confidential Information”** means, to the extent previously, presently or subsequently disclosed by or for either party (the **“Disclosing Party”**) to the other party (the **“Receiving Party”**) all financial, business, legal and technical information of the Disclosing Party or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Confidential

Information shall not include any information that: (a) was rightfully known to the Receiving Party without restriction before receipt from the Disclosing Party; (b) is rightfully disclosed to the Receiving Party without restriction by a third party; (c) is or becomes generally known to the public without violation of these Terms by the Receiving Party; or (d) is independently developed by the Receiving Party or its personnel without access to or use of such information. The Platform, Documentation and Feedback are Axal's Confidential Information, and your Content is your Confidential Information. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth in these Terms, and shall not disclose such Confidential Information to any third party except as expressly permitted by these Terms without the Disclosing Party's written consent; however, you agree that we may use and disclose your Confidential Information in order to comply with your instructions, provide our Services and exercise our rights and perform our obligations hereunder. The Receiving Party shall safeguard the Confidential Information of the Disclosing Party using the same degree of care which it uses to protect its own confidential information, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information. In the event of any termination or expiration of these Terms, the Receiving Party will either return or, at the Disclosing Party's request, destroy the Confidential Information of the Disclosing Party; provided, however, that the Receiving Party may retain copies of the Disclosing Party's Confidential Information for *bona fide* backup and archival purposes subject to the confidentiality obligations set forth herein. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law or court order, provided that, if legally permissible, the Receiving Party shall first notify the Disclosing Party of such disclosure requirement and provide reasonable assistance to the Disclosing Party in the Disclosing Party's efforts to limit such disclosure at the Disclosing Party's expense.

10. **Third Party Services.** You acknowledge and agree that the Services may contain or be accompanied by certain software products or other services operated, licensed or provided by third parties, including without limitation software that is subject to open source licenses, including Wallet orchestration ("**Third Party Services**"). Axal is not responsible for the operation or availability of any Third Party Service or operation or availability of the Services, to the extent the Services rely on a Third Party Service. You are solely responsible for procuring any and all rights necessary to access or use any Third Party Service and you agree to comply with all applicable terms governing use of Third Party Services. We make no representations or warranties with respect to Third Party Services or any third-party service providers. Any exchange of data or other interaction between you and a third-party service provider is solely between you and such third-party service provider and is governed by such third party's terms and conditions.
11. **Referral Program.** Axal plans to offer a referral program ("**Referral Program**") that offers users the opportunity to receive certain incentives for referring others to register for an Account using the referrer's unique hyperlink. Axal reserves the right to suspend or terminate the Referral Program or your participation in it at any time, for any reason, without any liability to you. More information will be provided here once live.
12. **Disclaimers.**
  - a. **Blockchain Transactions.** Transactions involving digital assets require confirmation on their supporting blockchain, a process entirely beyond Axal's control. Axal does not guarantee that

transactions initiated or received through our Services will be validated, nor can it modify or cancel any transaction once submitted. You acknowledge full responsibility for all activity in your Wallet, including any losses, whether from authorized or unauthorized access. Axal provides no warranties regarding blockchain activity or the success of transactions and is not liable for delays, errors, or disruptions related to blockchain performance. By using our Services, you represent and warrant that you possess sufficient knowledge and expertise to evaluate the operation and security of your Wallet and the associated risks of blockchain-based transactions. You agree to independently assess the risks tied to specific Coins, including their volatility, and to comply with applicable legal and tax obligations. Axal is not responsible for determining or reporting taxes, nor does it store, send, or receive Coins. Transactions occur solely on the applicable blockchain and are subject to its conditions, delays, or failures. Axal does not guarantee the security or governance of any blockchain, nor can Axal prevent risks such as hacks, counterfeit assets, or bugs in smart contracts. Evolving regulations and unforeseen changes to blockchain protocols may adversely impact the utility, value, or transferability of Coins. You accept these risks as inherent to blockchain technology and acknowledge that Axal is not liable for any losses or adverse outcomes.

- b. *Service Disruptions.* Our Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Axal or by our third-party providers, or because of other causes beyond Axal's reasonable control. We will use reasonable efforts to provide advance notice within the Services or by e-mail of any scheduled service disruption.
  - c. *Services Disclaimer.* YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AXAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. AXAL DOES NOT WARRANT THAT: (i) THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (ii) THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES ARE ACCURATE OR RELIABLE.
13. **Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 4, SECTION 6 OR SECTION 9, A PARTY'S INDEMNIFICATION OBLIGATIONS, OR A PARTY'S LIABILITY FOR INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS: (a) FOR ANY LOST PROFITS, DATA LOSS, LOST BUSINESS COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING); OR (b) FOR ANY DIRECT DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE AGGREGATE SERVICE FEES PAID OR PAYABLE BY YOU TO AXAL HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT FIRST GIVING RISE TO A CLAIM.
14. **Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify, and hold harmless the other party and, at the other party's request, defend the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives ("**Indemnitee**") for, from and against any liabilities, damages, judgments, awards, losses, costs or expenses (including reasonable attorneys' fees and the fees of professional advisors) ("**Losses**"), that arise from or relate to any claim by a third party arising from or in connection with: (a) in the case of you as Indemnifying Party: (i) your Content or our use of your Content in connection with the

Services infringing, violating, or misappropriating any third-party intellectual property or proprietary right, including any rights of privacy, or violating any applicable law; (ii) your violation of these Terms or any applicable law; or (iii) any unauthorized use of your Account (each of (i), (ii) and (iii), a “**Customer Claim**”); or (b) in the case of Axal as Indemnifying Party, your use of the Services infringing, violating, or misappropriating any third party intellectual property or proprietary right (an “**Axal Claim**” and, together with a Customer Claim, a “**Claims**”). Each Indemnifying Party’s indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnifying Party with: (A) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnifying Party of its indemnity obligations if the Indemnifying Party is materially prejudiced by such failure); (B) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (C) reasonable information and assistance in connection with such defense and settlement (at the Indemnifying Party’s expense). The indemnification obligations of Axal do not apply with respect to the extent that the relevant Claim arises from or is based upon: (1) any Content not created or provided by Axal; (2) any modifications to the Services made in whole or in part in accordance to your specifications or not made by Axal; or (3) the combination of the Services with other products or services that are not provided or endorsed by Axal or not otherwise intend for use with the Services, in each case of (1), (2) or (3), if the alleged Losses would not have occurred but for the same.

15. **No Investment Advice or Endorsement.** You acknowledge and agree that any Content that we make available to you through the Services, including other users’ Content and information regarding or derived from your Content is for informational purposes only and is not intended, developed or provided by Axal for the purposes of, and does not constitute investment advice nor does it constitute an offer of or solicitation of investment or financial services. You agree that you will not use or treat such Content provided through the Services as investment advice. Axal and our affiliates will have no liability for any investment or other decisions made based upon your use of the Services. The Platform includes the ability to see Allocations of other users, including the aggregate performance of other users’ Coins within such Allocations relative to other users (the “**Leaderboard**”). Leaderboard information and other Coin-related information displayed on the Platform are provided as a convenience to you, and are not intended to constitute advice, endorsement or recommendations of any kind. We may also include a delay in updating the Leaderboard, which we may vary from time to time. Axal does not endorse the collection of any Coin or any Allocation and, unless otherwise expressly indicated, has no affiliation with any of the users listed on the Leaderboard other than providing the Services to such users. While we strive to ensure that the information made available via our Services meets our standards and is current and accurate, you are responsible for verifying the accuracy and currency of the information you choose to rely upon. Information made available via our Services is provided in its raw state, and inclusion of the citation to the third-party publicly available source is not an endorsement. You acknowledge that information and Content is not intended to be presented in a manner that suggests the advisability or appropriateness of one choice or action over another. Axal does not independently verify or represent that the selection of any Coin or that any Allocation will suit your purposes or achieve any particular result. All information available on our Services is subject to change without notice. Additionally, Internet and other network delays may result in our Services displaying information that is inaccurate or out of date. We do not warrant the accuracy, completeness, adequacy or currency of such information. It is your sole responsibility to review and research Coins and determine appropriate Allocations for your purposes. Additionally, the

Coins displayed on our Services, although a broad array and not highly selective, may not reflect all Coins available to you on an individual basis nor do our Services include all providers that create groupings or selections of Coins. To the extent that you want to include a Coin in your Allocations, or a grouping or selection of Coins, that is not available on our Services, you may make such request to us, which shall be deemed to be Feedback in accordance with Section 3 (Ownership; Feedback). We may, but are under no obligation to, consider making available any such suggested Coins, or grouping or selection of Coins, in our Services.

16. **Jurisdictional Issues; Export Controls.** Axal makes no representations that the Services are, or any information made available through the Services is, appropriate or available for use outside the United States. If you choose to access or use the Services from outside the United States, you do so on your own initiative and at your own risk and you agree and acknowledge that you are responsible for complying with all applicable United States laws as well as your local laws and regulations. You are responsible for complying with all applicable United States laws as well as any local laws and regulations that may impact your transaction and you understand that Axal disclaims all responsibility related to such activities and compliance obligations. Without limiting the foregoing, you may not access, use, export, re-export, divert, transfer in-country, or disclose any portion of the Services or any related software, technical information, or materials, directly or indirectly, in violation of any United States and other applicable country export controls and sanctions laws, rules, and regulations and requirements. You agree not to upload any Content (including information on encryption) whose export is specifically controlled by such laws. You may not access our Services from any jurisdiction that is subject to comprehensive sanctions by the United States (currently Cuba, Iran, North Korea, Syria, Crimea, the so-called People's Republic of Donetsk, and the so-called People's Republic of Luhansk) or if you are an individual or entity that has been designated as a specially designated national and blocked person by the United States. You may not access our Services using a virtual private network or similar service that changes your apparent location for the purpose of evading sanctions or other laws, rules and regulations. Without limiting any other right or remedy of ours, you agree that we may terminate your access to our Services immediately in the event of any breach of this Section 16.

17. **Dispute Resolution; Agreement to Arbitrate.**

- a. *Arbitration.* You agree that, except as set forth in this Section 17, any dispute, claim or controversy arising out of or in connection with any of our Services, including the Platform, and/or our Privacy Policy (each, for the purposes of this Section 17, a “**Claim**”) will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.
- b. *Small Claims.* Subject to the satisfaction of all applicable requirements of small claims court, you or Axal may seek to have a Claim resolved in small claims court. You or Axal bring a Claim in a small claims court in the jurisdiction in which you reside or in the small claims court in closest proximity to your residence. You may also bring a Claim in small claims court in the State of New York, USA.
- c. *U.S. Federal Arbitration Act.* Arbitration uses a neutral arbitrator instead of a judge or jury, and is more informal than a lawsuit in court. Arbitration may permit more limited discovery than a court proceeding, and is subject to very limited review by courts. However, the same damages and relief that a court can award can be awarded by arbitrators. You agree that the U.S. Federal Arbitration Act governs the interpretation and



enforcement of this Section 17. You also agree that you and Axal each hereby expressly waive the right to participate in a class action.

- d. *Notice of Claim.* In the event that you elect to seek to have a Claim arbitrated, you are required to first send Axal's registered agent a written notice of your Claim ("**Notice of Claim**"). Your Notice of Claim should be sent in care of hello@getaxal.com. Your Notice of Claim should include your mailing address and your email address that we may use to contact you. If Axal elects seek to have a Claim arbitrated, we will send a written Notice of Claim to the address that we have on file for you by certified mail. Any Notice of Claim must include enough information for us to identify you and attempt to resolve your Claim, including both a description of the nature and basis of your Claim, any supporting documentation, and the specific amount of damages or other relief you are seeking.
- e. *Informal Dispute Resolution.* You and Axal agree that following a Notice of Claim sent by you or Axal and before arbitration commences or the Claim is filed in any small claims court, you and Axal will negotiate in good faith to resolve the Claim prior to any arbitration or court proceeding. You agree to personally participate fully in such discussions, and you may be represented by counsel in the discussions. Similarly, Axal agrees to have a representative participate fully in the discussions. During any period of informal dispute resolution as set forth in this Section 17.e, the statute of limitations and any filing fee deadlines will be suspended for the duration of such discussions.
- f. *Commencement of Arbitration.* If the parties are unable to resolve any claims within sixty (60) days despite good faith efforts, then either you or we may start arbitration or small claims court proceedings. You agree that you may not commence any arbitration or file a Claim in small claims court unless and until sixty (60) days have elapsed following Axal's receipt of your Notice of Claim. If an arbitration is commenced for a Claim that qualifies for small claims court, you and Axal agree that either you or Axal may elect to have the Claim resolved in small claims court instead and that, upon written notice of a party's election, the American Arbitration Association ("**AAA**") will administratively close the arbitration proceeding. In the event of a dispute regarding whether a Claim qualifies for small claims court, such small claims court, and not an arbitrator, will resolve the dispute and the arbitration proceeding will remain closed unless and until a decision by such small claims court that the Claim should proceed in arbitration. A form of notice and a form to initiate arbitration are available for download at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.
- g. *Arbitration Rules.* The arbitration of all disputes will be administered by the AAA under its rules in effect at the time the arbitration is commenced, available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879, except to the extent any of those rules conflict with our agreement in these Terms, in which case these Terms will govern to the extent of the conflict. Except as you and Axal otherwise agree, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.
- h. *Arbitrator Selection.* The arbitrator will be either: (i) a retired judge; or (ii) an attorney specifically licensed to practice law in the state of New York, USA or the state of your residence and will be selected by the parties from the AAA's National Roster of arbitrators, as follows: (A) the AAA will send the parties a list of five (5) candidates

meeting the foregoing criteria; (B) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within ten (10) days, striking up to two (2) candidates, and ranking the remaining candidates in order of preference; (C) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (D) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. All arbitrators appointed pursuant to this process are subject to the disclosure and disqualification procedures set forth in the AAA rules and any applicable laws. The arbitrator is bound by these Terms. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

- i. *Administrative Conference.* The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a representative of Axal shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.
- j. *Decision of Arbitrator.* The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Axal will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your demand for arbitration (a "**Demand for Arbitration**") was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of these Terms.
- k. *Injunctive Relief.* Unless you or Axal seek to have a Claim resolved in small claims court, the arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. If you seek injunctive or declaratory relief, you agree that the arbitrator may award injunctive or declaratory relief in favor of you alone, and only to the extent necessary to resolve your individual Claim.
- l. *Payment of Fees.* Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. If you initiate an arbitration, you are required to pay AAA's initial filing fee, but Axal will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in the State of New York, USA. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was 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 Axal will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration

fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Axal and you and Axal waive any objection to such fee modification.

- m. *Opt-Out.* You may opt out of this agreement to Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify Axal in writing within thirty (30) days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the agreement to Arbitrate and must include your name, address, phone number, your Account to which the opt-out applies and a clear statement that you want to opt out of this agreement to Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the agreement to Arbitrate. You must use this address to opt out:

Lockbox Technologies Inc. d/b/a Axal, ATTN: Arbitration Opt-Out, ash@getaxal.com, Ashlan Ahmed, 4 Tyler Road Lexington MA 02420

- n. *Effect of Changes on Arbitration.* Notwithstanding any provision in these Terms to the contrary, you and Axal agree that if Axal make any change to the arbitration procedures (other than a change to any notice address provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against Axal prior to the effective date of the change. Moreover, if Axal seek to terminate the arbitration procedures set forth in this Section 17 from these Terms, such termination shall not be effective until thirty (30) days after the version of these Terms not containing the Arbitration Procedures is posted to the Platform and shall not be effective as to any claim that was filed in a legal proceeding against Axal prior to the effective date of removal.

- 18. General Provisions.** These Terms represent the entire agreement between you and Axal with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Axal with respect thereto. These Terms shall be governed by and construed in accordance with the laws of the State of New York, USA excluding conflict of laws principles thereof that would result in the application of the laws of any other jurisdiction other than New York General Obligations Laws 5-1401 and 5-1402. All notices under these Terms shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices to Axal must be sent to Ashlan Ahmed, 4 Tyler Road, Lexington MA 02420 and notices to you will be sent to the contact information you provide for your Account. Except as otherwise provided herein, no modification or amendment of any provision of these Terms shall be effective unless agreed by both parties in writing, and no waiver of any provision of these Terms shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of Services attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or

governmental body or authority, civil or military, including the orders and judgments of courts. You may not assign any of your rights or obligations hereunder without Axal's prior consent. You acknowledge that Axal may utilize subcontractors in the performance of our obligations. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under these Terms, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of these Terms by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.