

## Crypto Fusion Centre™ Terms of Service

Last Updated: November 2, 2018

Please carefully read these Terms of Service (these “**Terms of Service**”) before using Crypto Fusion Centre™ or applying for a Fusion Centre account. These Terms of Service are a binding contract between CFC Digital Inc. (“**CFC**”) and Subscriber (defined below) and govern Subscriber’s use of Fusion Centre. These Terms of Service exempt CFC and other persons from liability or limit their liability, specify the jurisdiction for resolution of disputes and contain other important provisions.

If you are Subscriber, then by using Fusion Centre or applying for a Fusion Centre account, and each time you use Fusion Centre, you agree to be bound by these Terms of Service. If you are an authorized representative of Subscriber, then by using Fusion Centre or applying for a Fusion Centre account on behalf of Subscriber, and each time you use Fusion Centre on behalf of Subscriber, you confirm Subscriber’s agreement to be bound by these Terms of Service, and you represent and warrant that you have legal authority to agree to these Terms of Service on behalf of Subscriber.

If Subscriber does not agree to these Terms of Service, then neither Subscriber nor any person on behalf of Subscriber may use Fusion Centre or applying for a Fusion Centre account.

### 1. Definitions and Interpretation

1.1 **Definitions:** In these Terms of Service, the following terms have the following meanings and other capitalized terms have the meanings set out elsewhere in these Terms of Service:

- (a) “**Account**” means a valid and subsisting account for use of Fusion Centre.
- (b) “**Authorized User**” means an individual (natural person) who is authorized by Subscriber to use Fusion Centre on Subscriber’s behalf. If Subscriber is an individual (natural person), then Subscriber may be an Authorized User.
- (c) “**Blacklist**” means the list of “bad addresses” compiled by CFC using Fusion Centre Content and made available to Fusion Centre users through Fusion Centre.
- (d) “**CFC Content**” means Content that originates from CFC and its licensors and service providers.
- (e) “**Content**” means text, information, graphics, photographs, images, audio, video, location data and other forms of data or communication.
- (f) “**Fusion Centre**” means the online service known as “Fusion Centre” that can be used to share Fusion Centre Content and communicate with other Fusion Centre users, but does not include Fusion Centre Content.
- (g) “**Fusion Centre Content**” means: CFC Content; Subscriber Content (as defined in section 5.1); and Third Party Content (as defined in section 6.1). For greater certainty, Fusion Centre Content includes the Blacklist.
- (h) “**Fusion Centre System**” means the technologies, infrastructure, software, services, information and data used by or on behalf of CFC to operate Fusion Centre.
- (i) “**Order Form**” means a paper or electronic document that specifies the details of a Subscription purchased by Subscriber under these Terms of Service and is either issued or made available to Subscriber by CFC or signed by both Subscriber and CFC.
- (j) “**Representatives**” means directors, officers, employees, contract workers, agents and other personnel and representatives. Subscriber’s Representatives are deemed to include all Authorized Users.

- (k) **“Services”** means Fusion Centre and all other services provided by CFC to or for the benefit of Subscriber pursuant to these Terms of Service.
  - (l) **“Subscriber”** means the person (including an entity) that uses Fusion Centre.
  - (m) **“Subscription”** means Subscriber’s valid and subsisting subscription for the use of Fusion Centre.
- 1.2 **Acceptable Use Policy:** All use of Fusion Centre and Fusion Centre Content is subject to the Fusion Centre Acceptable Use Policy, a copy of which is available on the Fusion Centre website at [cryptofusioncenter.com](http://cryptofusioncenter.com).
- 1.3 **Additional Terms and Conditions:** Certain features or functionalities of Fusion Centre may be subject to additional terms and conditions (collectively **“Additional Terms and Conditions”**) set out or referenced in these Terms of Service or the Order Form. If there is a conflict or inconsistency between these Terms of Service and any Additional Terms and Conditions, then the Additional Terms and Conditions will take priority and govern regarding the relevant features or functionalities of Fusion Centre. For greater certainty, the Additional Terms and Conditions include the Fusion Centre Acceptable Use Policy.
- 1.4 **Changes to these Terms of Service:** CFC may change these Terms of Service at any time and without any notice to Subscriber by posting the changed Terms of Service on the Fusion Centre website at [cryptofusioncenter.com](http://cryptofusioncenter.com). The changed Terms of Service will be effective immediately on posting on the Fusion Centre website, unless the changed Terms of Service expressly state otherwise. Subscriber is solely responsible for checking the “Last Updated” date at the top of these Terms of Service and reviewing any changes since the previous version. By using Fusion Centre after these Terms of Service have been changed by CFC, Subscriber signifies Subscriber’s agreement to the changed Terms of Service. Subscriber may not change, supplement or amend these Terms of Service in any manner.

## 2. Permitted/Prohibited Subscribers

- 2.1 **Age/Capacity:** An individual may not use Fusion Centre unless the individual is of legal age (the age of majority) in the jurisdiction in which the individual is located (which in most jurisdictions is either 18 or 19 years of age) and is capable of forming a binding contract under applicable law. A legal entity may not use Fusion Centre unless the entity has all requisite power, capacity, authority and approvals required for the entity to lawfully accept these Terms of Service, and to lawfully perform the entity’s obligations and lawfully exercise the entity’s rights under these Terms of Service.
- 2.2 **Prohibitions:** Unless CFC expressly agrees in writing otherwise, a person (including an individual or an entity) may not use Fusion Centre if the person is prohibited by applicable law from using Fusion Centre or if CFC previously prohibited the person from using Fusion Centre, terminated an Account previously held by the person or refused to activate an Account for the person, or terminated any other agreement between the person and CFC. Each person who wishes to use Fusion Centre is solely responsible for determining whether their use of Fusion Centre is lawful and complies with these Terms of Service.
- 2.3 **Representations/Warranties by Subscriber:** By using Fusion Centre or applying for an Account, Subscriber represents and warrants that: Subscriber is eligible to use Fusion Centre as set out in section 2.1, and is not prohibited from using Fusion Centre as set out in section 2.2; and Subscriber’s acceptance of these Terms of Service and performance of Subscriber’s obligations and exercise of Subscriber’s rights under these Terms of Service will not conflict with, or result in the breach of, any express or implied obligation or duty (contractual or otherwise) now or in the future owed by Subscriber to any other person.
- 2.4 **Verification of Subscriber Information/Documents:** By using Fusion Centre or applying for an Account, Subscriber consents to CFC making reasonable inquiries and investigations (including inquiries with credit reporting agencies, public databases and

government agencies) that CFC considers appropriate to verify the information and documentation provided by or on behalf of Subscriber. On request by CFC at any time, Subscriber will provide CFC with the information and documentation reasonably required for CFC to verify the information or documentation provided by or on behalf of Subscriber.

- 2.5 **Reservation:** Notwithstanding any other provision in these Terms of Service, CFC reserves the right in its discretion and for its sole convenience to refuse to allow any person to use Fusion Centre or to revoke any previously granted permission to use Fusion Centre.

### 3. Subscription

- 3.1 **Details:** The details of Subscriber's Subscription to Fusion Centre (e.g. the term of the Subscription, the specific functionalities or services of Fusion Centre available for use by Authorized Users on behalf of Subscriber and the maximum permitted number of Authorized Users) are set out in the Order Form.
- 3.2 **Permitted Use:** Subscriber and Authorized Users will use Fusion Centre and Fusion Centre Content (including copying and downloading Fusion Centre Content) for the sole purpose of Subscriber's lawful, internal business purposes, only in the manner expressly permitted by Fusion Centre, and in accordance with these Terms of Service, including the Fusion Centre Acceptable Use Policy and all other applicable Additional Terms and Conditions and all applicable laws. Use of Fusion Centre or Fusion Centre Content for any other purpose or in any other manner is strictly prohibited.
- 3.3 **Restrictions/Requirements:** Subscriber and Authorized Users will not: use Fusion Centre or Fusion Centre Content in any manner, by any means, or for any purpose that is not expressly permitted by these Terms of Service; attempt to circumvent the ordinary navigational structure, technical delivery systems or display of Fusion Centre or otherwise attempt to access or use Fusion Centre or Fusion Centre Content by any means that is not deliberately made available for that purpose by CFC; use Fusion Centre in a way that damages, disrupts, compromises, degrades or interferes with the integrity, functionality, operation, performance or security of Fusion Centre or the Fusion Centre System; license, sublicense, grant, sell, share (except as expressly set out in these Terms of Service), transfer, assign, pledge, create an interest in, or otherwise give or make available or permit the use of Fusion Centre or Fusion Centre Content to or for the benefit of any person other than Subscriber, whether as a service bureau or otherwise, and whether with or without charge; alter, attempt to circumvent, destroy, obscure or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures or agreements on, in or in relation to Fusion Centre or Fusion Centre Content; unless the Order Form expressly states otherwise, develop a software application for use with Fusion Centre or Fusion Centre Content; reverse engineer or otherwise access or use Fusion Centre or Fusion Centre Content or a Fusion Centre System to create a product or service that is competitive with Fusion Centre or any other product or service offered by CFC, or a product or service using similar ideas, features or functions; or permit, assist or encourage any other person to do any of the foregoing in this section 3.3 or to commit any act or omission that would be a breach of these Terms of Service if committed by Subscriber or an Authorized User. A restriction set out in this section 3.3 does not apply if and to the extent, but only to the extent, that the restriction is prohibited by applicable law.
- 3.4 **Changes to Fusion Centre:** CFC in its discretion may change Fusion Centre from time to time to improve the functionality, operation, performance or results of Fusion Centre, and to the extent practicable in the circumstances CFC will give Subscriber thirty (30) days' prior notice of any substantive change to Fusion Centre that CFC reasonably believes might adversely affect Subscriber's actual use of Fusion Centre. If Subscriber reasonably objects to any change to Fusion Centre described in a notice delivered by CFC to Subscriber pursuant to this section 3.4, then: within thirty (30) days after

Subscriber receives the notice Subscriber will deliver to CFC a notice setting out details of Subscriber's objection to the change; and if the Parties are not able to satisfactorily resolve Subscriber's objection within thirty (30) days after CFC receives Subscriber's objection notice then either Party may terminate the Subscription effective on thirty (30) days' notice of termination to the other Party and CFC will promptly refund to Subscriber the unused prorated portion of all Fees paid in advance by Subscriber for the terminated Subscription.

#### 4. Account, Credentials and Authorized Users

##### 4.1 Account

- (a) **General:** Subscriber is required to have an Account in order to use Fusion Centre. Subscriber may have only one (1) Account. Subject to these Terms of Service, Subscriber may apply for an Account using the processes made available for that purpose by CFC. CFC in its discretion may accept or reject Subscriber's application for an Account. The aspects or functionalities of Fusion Centre available to Subscriber may vary depending on the nature of Subscriber's Account. Subscriber's Account is personal to Subscriber, and may not be shared with or used by any other person. Subscriber is fully responsible and liable for all use and misuse of Subscriber's Account (including all transactions using Subscriber's Account) and for all resulting loss, damage and liability. Subscriber will not permit any person (other than Authorized Users) to use Subscriber's Account. Subscriber will immediately notify CFC if there has been any unauthorized use of Subscriber's Account.
- (b) **Accurate Information:** To register for Fusion Centre or sign up for an Account, or use certain aspects of Fusion Centre, Subscriber may be required to provide certain information about Subscriber and Authorized Users, payment information and certain authorizations or instructions. Subscriber represents and warrants that all information Subscriber provides is true, accurate, current and complete, and Subscriber will update the information from time to time so that it remains true, accurate, current and complete. CFC will rely on the information that Subscriber provides. CFC is not under any obligation to verify the truth, accuracy, currency or completeness of any information Subscriber provides, but CFC may do so in its discretion, and Subscriber hereby consents to CFC making reasonable inquiries and investigations as CFC considers appropriate to verify the information provided by Subscriber. Subscriber hereby authorizes CFC to use, retain and disclose the information provided by Subscriber as reasonably necessary to provide the Services and to otherwise perform CFC's obligations and exercise CFC's rights under these Terms of Service. Subscriber is and will remain solely responsible and liable for all loss, damage and liability (including additional costs) that Subscriber, CFC or any other person may incur as a result of Subscriber's submission of any false, incorrect or incomplete information, Subscriber's failure to promptly update Subscriber's information if it changes, or other breach of Subscriber's obligations under this section 4.1(b)
- (c) **Suspension/Deactivation of Account:** Subscriber for its sole convenience may give notice to CFC at any time requesting that CFC temporarily suspend or permanently deactivate Subscriber's Account. CFC for its sole convenience may temporarily suspend Subscriber's Account at any time effective immediately without any notice to Subscriber or any other person. CFC may permanently deactivate Subscriber's Account if the Account has not been used for more than ninety (90) days. If Subscriber's Account is temporarily suspended or permanently deactivated by CFC for any reason (other than because the Account has not been unused), then Subscriber may not create another Account without CFC's express prior written consent.

- 4.2 **Credentials:** Access to and use of Subscriber's Account will require use of valid and subsisting unique identifiers registered with Fusion Centre (collectively "**Credentials**").

Credentials are specific to Subscriber, and may not be shared with or transferred to any other person. Subscriber will, and will ensure that each Authorized User will, keep Credentials secure and confidential at all times, not permit any person (other than Authorized Users) to use Credentials, and immediately notify CFC if Subscriber or the Authorized User knows or suspects that Credentials have become known to or used by any other person. Subscriber is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. CFC in its discretion may require Subscriber to change Credentials from time to time.

#### 4.3 Authorized Users

- (a) **General:** Subscriber will access and use Fusion Centre and Fusion Centre Content only through one or more Authorized Users.
- (b) **Restrictions/Requirements:** To be an Authorized User, an individual must be of legal age (the age of majority) in the jurisdiction in which the individual is located (which in most jurisdictions is either 18 or 19 years of age) and is capable of forming a binding contract under applicable law. Unless CFC expressly agrees in writing otherwise, an individual may not be an Authorized User if CFC has previously prohibited the individual from using Fusion Centre. CFC reserves the right in its discretion to refuse to permit any individual to be an Authorized User, and to restrict, suspend or terminate (in whole or in part) any Authorized User's permission to use Fusion Centre at any time and without any notice to Subscriber or the Authorized User. By authorizing an individual to be an Authorized User, Subscriber represents and warrants that the individual is eligible to be an Authorized User as set out in this section 4.3(b).
- (c) **Monitoring Use:** Fusion Centre will monitor and record information about each Authorized User's access to and use of Fusion Centre, and CFC may use that information for system administration purposes and to provide Services to Subscriber, and may disclose or make that information available to Subscriber and Subscriber's other personnel. Subscriber will ensure that each Authorized User consents to the collection, use, disclosure and retention of information regarding the Authorized User and the Authorized User's access to and use of Fusion Centre as set out in this section 4.3(c) and as otherwise permitted by applicable law.
- (d) **Responsibility:** Subscriber is fully responsible and liable for all acts and omissions by or on behalf of each Authorized User and each Authorized User's use of Fusion Centre and Fusion Centre Content. Subscriber will ensure that each Authorized User accesses and uses Fusion Centre and Fusion Centre Content on behalf of Subscriber only and strictly in accordance with the restrictions and requirements set out or referenced in these Terms of Service.

4.4 **Instructions/Authority:** CFC may accept and act on any information or instruction provided through Subscriber's Account or given by an Authorized User using Credentials. CFC is not under any obligation to verify the actual identity or authority of any person accessing or using Subscriber's Account or Credentials, but CFC in its discretion may do so and may deny access to Subscriber's Account or refuse to accept or act on any information or instruction if CFC is not satisfied with the verification.

## 5. Subscriber Content

5.1 **Subscriber Content:** In these Terms of Service: "**Message**" means Content submitted, transmitted or provided by Subscriber directly to another Fusion Centre user through Fusion Centre; "**Post**" means Content posted, submitted, contributed, transmitted or provided by Subscriber to discussion forums and other Fusion Centre functionalities generally made available to all Fusion Centre users; and "**Subscriber Content**" means Messages and Posts.

- 5.2 **Posts:** Subscriber acknowledges that each Post is publicly available to and accessible by all other Fusion Centre users, and that a Post might be copied, disclosed, shared or otherwise made available to other persons who are not Fusion Centre users. CFC has no responsibility or liability for or control over the use of a Post by other Fusion Centre users or any other person.
- 5.3 **Messages:** Subscriber acknowledges that a Message might not remain confidential, secret or private between Subscriber and the Fusion Centre user recipient, and that a Message might be copied, disclosed, shared or otherwise made available to other persons, including other Fusion Centre users or persons who are not Fusion Centre users. CFC does not guarantee the confidentiality, secrecy or privacy of any Message and has no responsibility or liability for or control over the use of any Message by other Fusion Centre users or any other person.
- 5.4 **Responsibility/Compliance:** Without limiting the generality of any other provision of these Terms of Service, Subscriber is solely responsible and liable for Subscriber Content and for ensuring that Subscriber Content complies with the restrictions and requirements set out in these Terms of Service (including the Fusion Centre Acceptable Use Policy and all other Additional Terms and Conditions) and all applicable laws (including the laws of the jurisdiction in which Subscriber is located).
- 5.5 **Content License/Waiver:** Subscriber hereby grants and agrees to grant CFC and its affiliates, suppliers, service providers and licensees a non-exclusive, world-wide, unrestricted, transferable, sublicensable, royalty-free, fully paid-up, perpetual, irrevocable right and license to use and exploit (including access, view, store, copy, reproduce, combine with other works, distribute, transmit, display and perform) Subscriber Content in any manner and for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing any compensation or attribution to Subscriber or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties. Subscriber hereby grants to each other Fusion Centre user a non-exclusive, non-sublicensable, non-transferable, restricted and limited license to use Subscriber Content made available by Subscriber for the sole purpose of the Fusion Centre user's lawful, internal business purposes. Subscriber hereby unconditionally and irrevocably waives and agrees to waive in favour of CFC and its affiliates, suppliers, service providers and licensees and all other Fusion Centre users all moral rights and rights of authorship and attribution that Subscriber has or may have in, to or associated with Subscriber Content (the "**Content License/Waiver**").
- 5.6 **Representation/Warranty:** Subscriber represents and warrants to CFC and all other Fusion Centre users that: Subscriber owns Subscriber Content or otherwise has all requisite rights, licenses, permissions, consents, powers, authorizations, approvals and waivers to use Subscriber Content and grant the Content License/Waiver; the creation, possession and use of Subscriber Content does not and will not violate or infringe the rights (including intellectual property, privacy and personality rights) of any other person, breach any duty or obligation (contractual or otherwise) owed by Subscriber to any other person, or violate any applicable laws; and to the best of Subscriber's knowledge, the information contained in Subscriber Content is true, accurate, current and complete. If Subscriber becomes aware that any information in Subscriber Content is untrue, inaccurate or incomplete, Subscriber will correct that information using the tools provided by Fusion Centre.
- 5.7 **Review/Removal and Deletion:** CFC is not obligated to monitor, review or police the use of Fusion Centre or monitor, review, screen, police, edit or remove Subscriber Content, although CFC reserves the right to do so in its discretion and without any notice or liability to Subscriber or any other person. CFC reserves the right to refuse to post or to remove any Subscriber Content, in whole or in part, that CFC in its discretion considers to be unacceptable, undesirable or in violation of these Terms of Service or any Additional Terms and Conditions, without any notice or liability to Subscriber or any other person. Subscriber acknowledges that Fusion Centre does not permit Subscriber to remove Subscriber Content and copies of Subscriber Content might continue to exist and

be accessible by other persons through Fusion Centre or otherwise (including by persons who have previously downloaded, copied, received or otherwise obtained Subscriber Content). CFC is not responsible or liable for any removal or deletion of Subscriber Content.

- 5.8 **Authorization/Consent:** Subscriber acknowledges that CFC may in its sole discretion report any information regarding unlawful conduct, including information regarding unlawful conduct contained in Subscriber Content, to applicable law enforcement agencies at any time without any notice or liability to Subscriber or any other person.
- 5.9 **Retention by CFC:** For greater certainty, and notwithstanding the foregoing in this section 5 or any other provision of these Terms of Service, CFC may include copies of Subscriber Content in CFC's archives and back-up systems and may permanently retain copies of Subscriber Content for legal compliance and administrative purposes.
- 5.10 **Blacklist:** Fusion Centre may permit Subscriber to submit a Post that requests CFC to add a "bad address" to the Blacklist. Subscriber acknowledges that the Blacklist may be accessed and used by other Fusion Centre users and, if Subscriber uses the functionality provided by Fusion Centre to submit an address to the Blacklist, Subscriber acknowledges that CFC may in its discretion add the address to the Blacklist. Subscriber is solely responsible and liable for all addresses that Subscriber submits to the Blacklist and Subscriber represents and warrants that, to the best of Subscriber's knowledge, the information that Subscriber provides in respect of each address that Subscriber submits to the Blacklist is true, accurate, current and complete.

## 6. Third Party Content and Other Fusion Centre Users

- 6.1 **Third Party Content:** In these Terms of Service, "Third Party Content" means Content submitted, posted, displayed, transmitted or provided to or through Fusion Centre by other Fusion Centre users (whether publicly available to all Fusion Centre users or available directly to Subscriber by private message).
- 6.2 **Responsibility:** CFC does not guarantee the accuracy, veracity or completeness of any Fusion Centre Content, including Third Party Content and the Blacklist. CFC has no responsibility or liability for or control over the conduct of Fusion Centre users or any Fusion Centre Content. Subscriber is solely responsible for Subscriber's and each Authorized User's selection and use of Crypto Fusion Centre Content and Subscriber's and each Authorized User's interactions with other Crypto Fusion Center users, and Subscriber and each Authorized User interacts with other Fusion Centre users and accesses and uses Fusion Centre at Subscriber's own risk. Subscriber will not make any claim against CFC arising from, connected with, or relating to use of Fusion Centre or interactions with other Fusion Centre users by or on behalf of Subscriber.
- 6.3 **Offline Contact with Other Fusion Centre Users:** Subscriber acknowledges that Subscriber may submit a request to CFC through Fusion Centre to obtain the contact information of another Fusion Centre user to communicate with that Fusion Centre user offline. CFC is not obligated to respond to any request for or may refuse to provide the contact information of another Fusion Centre user at any time in CFC's discretion, including if the recipient Fusion Centre user does not consent to CFC's provision of the recipient Fusion Centre user's contact information to Subscriber. If Subscriber is the recipient Fusion Centre user and consents to CFC's provision of Subscriber's contact information to another Fusion Centre user, Subscriber does so entirely at Subscriber's own risk. Subscriber acknowledges that any offline communications that may occur between Subscriber and another Fusion Centre user as described in this Section 6.3 are not part of Fusion Centre and are not governed by these Terms of Service, and CFC has no responsibility or liability for or control over any of those offline communications.

## 7. Fees and Payment

- 7.1 **Fees:** Subscriber will pay to CFC the fees and charges for the Subscription and other Services (collectively "**Fees**") set out or referenced in the Order Form. Unless the Order Form expressly states otherwise, all Fees are payable in full in advance.
- 7.2 **Taxes:** Fees are exclusive of all applicable sales, use, value-added, property, excise, import, foreign, withholding and other governmental taxes, duties, charges, levies, fees, excises, tariffs and assessments of any nature and kind whatsoever now or hereafter imposed (collectively "**Taxes**"). Subscriber is solely responsible and liable for, and will pay and remit promptly, all Taxes (other than corporate income taxes payable by CFC) associated with, based on or due as a result of all amounts payable by Subscriber to CFC, and all related interest, penalties and expenses. Without limiting the generality of the foregoing in this section 7.2, Subscriber will pay to CFC all Taxes that CFC is required by law to collect from Subscriber or to pay for or on behalf of Subscriber to applicable Tax authorities.
- 7.3 **Invoices/Payments:** If Subscriber selects to pay Fees and Taxes by credit card or similar payment method, then CFC will charge Fees and Taxes to the credit card or payment method on the date when the Fees and Taxes are due and payable, and CFC will simultaneously provide (including by email) or make available to Subscriber an applicable invoice or payment confirmation. In all other circumstances, CFC will issue to Subscriber an invoice for Fees and Taxes, which invoice is payable on receipt. Payment obligations are non-cancellable and advance payments are non-refundable, except as expressly set out in these Terms of Service. All Fees and applicable Taxes are payable in U.S. currency unless the Order Form expressly states otherwise. Subscriber is solely responsible for all fees and charges (including currency exchange fees and service fees) charged by Subscriber's payment service provider. Overdue payments are subject to interest at a rate of 1% for each month (12% per annum) or fraction thereof that the payment is overdue, or the highest rate permitted by applicable law, whichever is lower. Except to the extent required by applicable law, all amounts payable to CFC under these Terms of Service are payable in full without any deduction or withholding.

## 8. Ownership/Proprietary Rights

- 8.1 **Ownership:** Fusion Centre is protected by Canadian and international intellectual property rights and laws, including copyright and trademark. As between Subscriber and CFC: Fusion Centre and CFC Content are owned solely by CFC and its licensors; Subscriber Content is owned solely by Subscriber; and Third Party Content is owned solely by the third party Fusion Centre user who posts, messages or otherwise makes the Third Party Content available through Fusion Centre. Subscriber's use of Fusion Centre and Fusion Centre Content does not transfer to Subscriber any right, title or interest in, to or associated with Fusion Centre, CFC Content or Third Party Content.
- 8.2 **Feedback:** If Subscriber or any of its Representatives gives to CFC or any of CFC's personnel any feedback (including ideas or suggestions for enhancements or improvements) about a Service (including Fusion Centre), Fusion Centre System or Fusion Centre Content, then CFC and its licensors and their respective successors, assigns and licensees may use and commercialize the feedback without providing any compensation to Subscriber or any other person, and CFC and its licensors and their respective successors, assigns and licensees will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with all works created, enhanced or improved using or based on the feedback. For greater certainty, Subscriber and Authorized Users will not include in any feedback any information that is confidential or proprietary to Subscriber or any other person.
- 8.3 **Fusion Centre Systems:** All Fusion Centre Systems and related intellectual property rights (including copyright and patents) are protected throughout the world by international laws and treaties. Notwithstanding any other provision of these Terms of



Service, and for greater certainty, under no circumstances will CFC be obligated to provide, nor will Subscriber or any other person be entitled to directly or indirectly receive, obtain, access or use, a copy of any of the software or other technologies that are part of any Fusion Centre System or are otherwise used by or on behalf of CFC to provide any Service.

- 8.4 **Trademarks:** Crypto Fusion Centre™ and other related marks are registered or unregistered trademarks of CFC or its licensors. Subscriber does not have and will not acquire any license or right to use any of those trademarks.
- 8.5 **Reservation of Rights:** All rights not expressly granted by a Party under these Terms of Service are reserved to the Party.

## 9. Other Matters

- 9.1 **Legal Compliance:** Subscriber will comply, and will ensure that any and all use by or on behalf of Subscriber of any Service (including Fusion Centre) and Fusion Centre Content complies, with all applicable laws, including all laws relating to data security, privacy, personal information protection, consumer protection, credit reporting and investigations.
- 9.2 **Subscriber's Representations/Warranties:** Subscriber represents and warrants to CFC that Subscriber has the right, power, capacity and authority to lawfully enter into these Terms of Service and lawfully perform Subscriber's obligations and exercise Subscriber's rights under these Terms of Service.
- 9.3 **Technical Requirements:** Subscriber is solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including compatible personal computers and mobile computing devices), software (including compatible browser software) and services (including internet access) necessary for the use of Services (including transmission of data to and from Fusion Centre and related Fusion Centre Systems) by or on behalf of Subscriber and Authorized Users.
- 9.4 **Subcontractors/Service Providers:** CFC in its discretion may engage subcontractors and service providers (including providers of infrastructure or data centre services) to assist CFC to perform Services, provided that CFC will remain fully responsible and liable for all Services and the performance of all of CFC's obligations under these Terms of Service.
- 9.5 **Notifications:** Subscriber will promptly notify CFC if Subscriber or any Authorized User: knows of or suspects any unauthorized access to or use of Fusion Centre or Fusion Centre Content; or becomes aware of a complaint, claim or allegation by any other person arising from, connected with or relating to Fusion Centre or Fusion Centre Content or the use of Fusion Centre or Fusion Centre Content by or on behalf of Subscriber, and on request by CFC Subscriber will cooperate with and assist CFC to investigate and respond to the complaint, claim or allegation (as applicable).
- 9.6 **Complaints/Enforcement**
- (a) **Complaints:** Complaints regarding Fusion Centre, copyright infringement, unauthorized use of personal information, misconduct by Fusion Centre users or other matters may be made using the processes and procedures described by CFC from time to time and available on the Crypto Fusion Centre website at [cryptofusioncenter.com](http://cryptofusioncenter.com).
- (b) **Enforcement:** CFC is not under any obligation to enforce these Terms of Service or take other legal measures on Subscriber's behalf against any other person (including another Fusion Centre user). CFC reserves the right to respond to complaints as CFC considers appropriate in its discretion, all without notice or liability to Subscriber or any other person.

- (c) **Disputes:** CFC is not responsible or liable for monitoring or resolving disputes between Subscriber and any other Fusion Centre user.
- 9.7 **Compliance:** On request by CFC, Subscriber will deliver to CFC a certificate of compliance signed by Subscriber's authorized representative certifying that Subscriber has fully complied with these Terms of Service regarding Subscriber's use of Fusion Centre and Fusion Centre Content.

## 10. Indemnities

### 10.1 Indemnity by Subscriber

- (a) **Defence and Indemnity:** Subscriber will defend, indemnify and hold harmless CFC and Representatives from and against any and all claims, complaints, demands, investigations, actions, suits and proceedings by any person, including any other Fusion Centre user (each a "**Third Party Claim/Proceeding**") and all resulting liabilities and obligations (including damages, administrative monetary penalties, financial sanctions, settlement payments, expenses and costs, including lawyer's fees) arising from, connected with or relating to: the use by or on behalf of Subscriber or an Authorized User of any Service (including Fusion Centre) or Fusion Centre Content; any address on the Blacklist that was identified by Subscriber as belonging on the Blacklist; or any negligence, misconduct or breach of these Terms of Service, or any actual or alleged violation of any applicable law or infringement of any rights, by or on behalf of Subscriber or any other person for whom Subscriber is responsible under these Terms of Service or at law; except that the foregoing in this section 10.1(a) does not apply to an IP Infringement Lawsuit or an IP Infringement Judgment for which CFC is obligated to defend or indemnify Subscriber pursuant to section 10.2.
- (b) **Procedure:** If CFC requests that Subscriber defend and indemnify CFC or any of its Representatives in respect of a Third Party Claim/Proceeding pursuant to section 10.1(a), then CFC will: give Subscriber prompt notice of the Third Party Claim/Proceeding (provided that a failure to give prompt notice will only relieve Subscriber of Subscriber's obligations under section 10.1(a) if the failure to give prompt notice has caused, or is likely to cause, prejudice to Subscriber); permit Subscriber to control the defence and settlement of the Third Party Claim/Proceeding, provided that Subscriber will not settle the Third Party Claim/Proceeding without CFC's express, prior written consent, which consent will not be unreasonably withheld or delayed; agree that the same legal counsel may jointly represent CFC, Subscriber and all other defendants in the Third Party Claim/Proceeding; and on written request by Subscriber, reasonably cooperate with and assist Subscriber regarding the defence and settlement of the Third Party Claim/Proceeding. CFC and its Representatives retain the right to participate (with counsel of their own selection at their sole cost and expense) in the defense of and settlement negotiations relating to any Third Party Claim/Proceeding.

### 10.2 IP Infringement Indemnity by CFC

- (a) **Definitions:** In these Terms of Service: "**IP Infringement Lawsuit**" means a lawsuit brought against Subscriber and its Representatives by any third party in a court of competent jurisdiction in a Protected Jurisdiction that is based solely on an allegation that Subscriber's use of Fusion Centre in accordance with these Terms of Service infringes or misappropriates a copyright or trademark under the laws of the Protected Jurisdiction; "**IP Infringement Judgment**" means a final judgment against Subscriber or its Representatives in favour of a third party issued in an IP Infringement Lawsuit to the extent that the judgment is based on a finding that Subscriber's use of Fusion Centre in accordance with these Terms of Service infringes or misappropriates a copyright or trademark under the laws of a Protected Jurisdiction; and "**Protected Jurisdiction**" means Canada, the

United States of America, Japan and any state that is a member of the European Union.

- (b) **Defence and Indemnity:** Subject to section 10.2(d), on request by Subscriber CFC will defend Subscriber and its Representatives against an IP Infringement Lawsuit and indemnify Subscriber and its Representatives against a resulting IP Infringement Judgment, provided that Subscriber and its Representatives: give CFC prompt notice of the IP Infringement Lawsuit and any related demand (provided that a failure to give prompt notice will only relieve CFC of CFC's obligations under this section 10.2(b) if the failure to give prompt notice has caused, or is likely to cause, prejudice to CFC); permit CFC to control the defence and settlement of the IP Infringement Lawsuit and any related demand, provided that CFC will not settle the IP Infringement Lawsuit or a related demand in a way that imposes any obligation on Subscriber or its Representatives without Subscriber's express, prior written consent, which consent will not be unreasonably withheld or delayed; agree that the same legal counsel may jointly represent Subscriber and its Representatives, CFC and all other defendants in the IP Infringement Lawsuit; and on written request by CFC, reasonably cooperate with and assist CFC regarding the defence and settlement of the IP Infringement Lawsuit and any related demand. Subscriber and its Representatives retain the right to participate (with counsel of their own selection at their sole cost and expense) in the defense of and settlement negotiations relating to an IP Infringement Lawsuit.
- (c) **Additional Remedies:** Subject to section 10.2(d), if an IP Infringement Judgment prohibits Subscriber from continued use of Fusion Centre in accordance with these Terms of Service, or if at any time CFC reasonably believes that Fusion Centre is likely to become the subject of an IP Infringement Judgment, then CFC in its discretion will either: obtain for Subscriber the right to continue to use Fusion Centre in accordance with these Terms of Service; modify Fusion Centre to make it non-infringing; or terminate the Subscription and promptly refund to Subscriber the unused prorated portion of all Fees paid in advance by Subscriber for the terminated Subscription.
- (d) **Exclusions/Limitation:** Sections 10.2(b) and 10.2(c) do not apply to an IP Infringement Lawsuit or an IP Infringement Judgment based on any actual or alleged infringement or misappropriation arising from, connected with, or relating to any of the following: Third Party Content or Subscriber Content; use of Fusion Centre in combination with any services, technology, software, hardware, data or other materials not provided by CFC or expressly authorized by these Terms of Service (if the infringement allegation would not have been made absent the combination); or a breach of these Terms of Service by Subscriber or any wrongful act or omission by Subscriber or any person (including an Authorized User) for whom Subscriber is responsible under these Terms of Service or at law. Notwithstanding any other provision of these Terms of Service, in no event and under no circumstances will the total aggregate amount of CFC's obligations and liabilities pursuant to this section 10.2 (including all legal fees paid by CFC to defend against IP Infringement Lawsuits and all amounts paid by CFC to settle IP Infringement Lawsuits or related demands or to satisfy any obligations or liabilities resulting from IP Infringement Judgments) ever exceed the sum of \$250,000.
- (e) **Exclusivity:** This section 10.2 states Subscriber's sole remedies, and CFC's sole obligations and liabilities, for any and all claims, complaints, demands, investigations, actions, suits and proceedings arising from, connected with, or relating to any actual or alleged infringement or misappropriation of any rights (including any intellectual property right) of any third party.

## 11. Disclaimers

- 11.1 **GENERAL DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, SERVICES, CFC CONTENT AND THIRD PARTY CONTENT IS PROVIDED BY CFC "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE (INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY, COMPLETENESS, CORRECTNESS, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, TIMELINESS OR TITLE), ALL OF WHICH ARE HEREBY DISCLAIMED BY CFC TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF CFC WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE. SUBSCRIBER IS SOLELY RESPONSIBLE AND LIABLE FOR THE SELECTION AND USE OF SERVICES OR FUSION CENTRE CONTENT TO ACHIEVE SUBSCRIBER'S INTENDED RESULTS.
- 11.2 **SPECIFIC ACKNOWLEDGEMENTS AND DISCLAIMERS:** WITHOUT LIMITING SECTION 11.1, AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF SERVICE:
- (A) **GENERAL ACKNOWLEDGEMENT:** SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER IS SOLELY RESPONSIBLE FOR THE SELECTION AND USE OF FUSION CENTRE AND FUSION CENTRE CONTENT TO ACHIEVE SUBSCRIBER'S INTENDED RESULTS, AND SUBSCRIBER USES FUSION CENTRE AND FUSION CENTRE CONTENT AT SUBSCRIBER'S OWN RISK. CFC DOES NOT VERIFY THE ACCURACY, CURRENCY OR COMPLETENESS OF FUSION CENTRE CONTENT. SUBSCRIBER ACKNOWLEDGES THAT FUSION CENTRE CONTENT MIGHT NOT BE CORRECT, ACCURATE, CURRENT OR COMPLETE. CFC IS NOT RESPONSIBLE OR LIABLE FOR ANY FUSION CENTRE CONTENT OR ANY DELAY OR DEFICIENCY IN FUSION CENTRE OR FUSION CENTRE CONTENT OR ANY BREACH OF THESE TERMS OF SERVICE CAUSED BY ANY DELAY OR FAILURE BY ANY THIRD PARTY TO PROVIDE ACCURATE, CURRENT AND COMPLETE THIRD PARTY CONTENT. CFC WILL NOT BE RESPONSIBLE OR LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY DAMAGE, LOSS OR LIABILITY ARISING FROM, CONNECTED WITH OR RELATING TO THE USE OF FUSION CENTRE OR FUSION CENTRE CONTENT.
- (B) **TECHNOLOGY AND SECURITY:** SUBSCRIBER ACKNOWLEDGES THAT SERVICES AND FUSION CENTRE CONTENT MIGHT BE AFFECTED BY CIRCUMSTANCES BEYOND CFC'S CONTROL, MIGHT NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE, AND ARE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CFC IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, FAILURES OR ANY DAMAGE, LOSS OR LIABILITY RESULTING FROM ANY OF THOSE PROBLEMS. SUBSCRIBER ACKNOWLEDGES THAT SECURITY MEASURES USED BY OR ON BEHALF OF CFC AND ITS SUBCONTRACTORS AND SERVICE PROVIDERS MIGHT NOT PROTECT THE FUSION CENTRE SYSTEM OR DATA STORED OR PROCESSED IN THE FUSION CENTRE SYSTEM AGAINST UNAUTHORIZED ACCESS, USE OR DISCLOSURE. CFC IS NOT RESPONSIBLE OR LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR USE, ALTERATION, THEFT OR DESTRUCTION OF, THE FUSION CENTRE SYSTEM OR ANY DATA STORED OR PROCESSED IN THE FUSION CENTRE SYSTEM, WHETHER THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.
- (C) **NO PROFESSIONAL ADVICE:** SERVICES AND FUSION CENTRE CONTENT DO NOT CONSTITUTE OR INCLUDE ANY KIND OF PROFESSIONAL ADVICE, INCLUDING ANY LEGAL, FINANCIAL, INVESTMENT, ACCOUNTING OR TAX ADVICE. SUBSCRIBER IS SOLELY RESPONSIBLE AND LIABLE FOR CONDUCTING ALL NECESSARY INQUIRIES AND INVESTIGATIONS (INCLUDING CONDUCTING APPROPRIATE DUE DILIGENCE) AND OBTAINING ALL APPROPRIATE PROFESSIONAL ADVICE (INCLUDING LEGAL, FINANCIAL, INVESTMENT, ACCOUNTING OR TAX ADVICE) IN ALL RELEVANT JURISDICTIONS TO ENSURE THAT SUBSCRIBER'S PERFORMANCE OF SUBSCRIBER'S OBLIGATIONS AND EXERCISE OF SUBSCRIBER'S RIGHTS UNDER THESE TERMS OF SERVICE AND THE USE OF SERVICES AND FUSION CENTRE CONTENT BY OR ON BEHALF OF SUBSCRIBER COMPLIES WITH ALL APPLICABLE LAWS AND BEST PRACTICES IN ALL RELEVANT JURISDICTIONS AND DOES NOT VIOLATE, INFRINGE OR MISAPPROPRIATE ANY RIGHTS OF ANY PERSON IN ANY RELEVANT JURISDICTION.

- (D) **AUTHORIZED USER MISCONDUCT/CREDENTIALS:** SUBSCRIBER ACCEPTS AND ASSUMES ALL RISK OF DAMAGE, LOSS AND LIABILITY RESULTING FROM ANY UNAUTHORIZED USE OF ANY SERVICE (INCLUDING FUSION CENTRE) AND FUSION CENTRE CONTENT BY ANY AUTHORIZED USER OR THE UNAUTHORIZED USE OR DISCLOSURE OF CREDENTIALS. CFC IS NOT REQUIRED TO VERIFY THE ACTUAL IDENTITY OR AUTHORITY OF ANY PERSON USING CREDENTIALS, AND CFC MAY ACT ON ANY COMMUNICATION THAT IS GIVEN WITH THE USE OF CREDENTIALS.

## 12. Liability Exclusions/Limitations

12.1 **EXCLUSIONS/LIMITATIONS:** NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF SERVICE EXCEPT SECTION 12.2, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- (A) **EXCLUSIONS:** THE LIABILITY (IF ANY) OF EACH PARTY AND ITS REPRESENTATIVES TO THE OTHER PARTY AND ITS REPRESENTATIVES ARISING FROM, CONNECTED WITH OR RELATING TO THESE TERMS OF SERVICE, THE SUBJECT MATTER OF THESE TERMS OF SERVICE (INCLUDING FUSION CENTRE AND FUSION CENTRE CONTENT) AND THE RESULTING RELATIONSHIP BETWEEN THE PARTIES IS LIMITED TO DIRECT DAMAGES SUFFERED BY THE OTHER PARTY ONLY, AND IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE OF ANY NATURE OR KIND WHATSOEVER OR FOR ANY LOSS OF DATA, LOSS OF INFORMATION, LOSS OF BUSINESS, LOSS OF MARKETS, LOSS OF SAVINGS, LOSS OF INCOME, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION OR LOSS OF GOODWILL, ANTICIPATED OR OTHERWISE;
- (B) **LIMITATIONS:** WITHOUT LIMITING SECTION 12.1(A), IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY AND ITS REPRESENTATIVES TO THE OTHER PARTY AND ITS REPRESENTATIVES ARISING FROM, CONNECTED WITH OR RELATING TO THESE TERMS OF SERVICE, THE SUBJECT MATTER OF THESE TERMS OF SERVICE (INCLUDING FUSION CENTRE AND FUSION CENTRE CONTENT) AND THE RESULTING RELATIONSHIP BETWEEN THE PARTIES EVER EXCEED THE LESSER OF \$500,000 OR THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO CFC FOR THE SUBSCRIPTION DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE DATE ON WHICH THE LIABILITY AROSE; AND
- (C) **APPLICATION:** FOR GREATER CERTAINTY, THIS SECTION 12.1 APPLIES TO LIABILITY UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY AND STATUTORY LIABILITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY THE LIABLE PARTY OR ANY OF ITS REPRESENTATIVES, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE FOR THE LOSS OR DAMAGE, EVEN IF THE LIABLE PARTY KNOWS OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF THE LOSS OR DAMAGE BEING INCURRED, AND REGARDLESS OF WHETHER OR NOT THE LOSS OR DAMAGE WAS FORESEEABLE.

12.2 **EXCEPTIONS:** SECTION 12.1 DOES NOT APPLY TO ANY OF THE FOLLOWING: THE OBLIGATIONS SET OUT IN SECTION 10 OR A BREACH OF THOSE OBLIGATIONS; LIABILITY FOR BREACH OF SECTION 3.2; LIABILITY FOR BREACH OF SECTION 5.4; LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND LIABILITY FOR FRAUD OR FOR MISCONDUCT THAT IS WILLFUL AND INTENDED TO CAUSE HARM TO THE OTHER PARTY OR ITS REPRESENTATIVES.

12.3 **ACKNOWLEDGEMENT:** THE ALLOCATION OF RISK SET OUT IN THESE TERMS OF SERVICE IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES, A CONTROLLING FACTOR IN SETTING THE AMOUNT OF FEES, AND AN INDUCEMENT TO THE PARTIES TO ENTER INTO THESE TERMS OF SERVICE.

## 13. Term and Termination

13.1 **Term:** The term of these Terms of Service will commence on the start date of the Subscription (as specified in the Order Form) and will continue in full force and effect until the Subscription ends or is cancelled or terminated in accordance with these Terms of Service.

13.2 **Termination for Convenience:** Notwithstanding any other provision of these Terms of Service: Subscriber may, at any time and for Subscriber's sole convenience, terminate

these Terms of Service as they apply to Subscriber effective immediately by permanently deactivating Subscriber's Account and permanently ceasing to use Fusion Centre; and CFC may, at any time and for CFC's sole convenience, terminate these Terms of Service as they apply to Subscriber effective immediately by either deactivating Subscriber's Account or giving a notice of termination to Subscriber, and if that results in the termination of a paid Subscription then CFC will promptly refund to Subscriber the unused prorated portion of the Fee that Subscriber paid in advance for the terminated Subscription.

- 13.3 **Termination for Cause:** Notwithstanding any other provision of these Terms of Service, if Subscriber breaches these Terms of Service then CFC in its discretion may terminate these Terms of Service as they apply to Subscriber effective immediately by deactivating Subscriber's Account or giving a notice of termination to Subscriber.
- 13.4 **Discontinuation:** Notwithstanding any other provision of these Terms of Service, CFC in its discretion may terminate the Subscription at any time effective immediately on notice of termination to Subscriber if either: CFC reasonably determines that continued provision of any or all aspects of Fusion Centre becomes impossible, impracticable or undesirable due to a change in applicable laws; or CFC in its discretion decides to cease making Fusion Centre generally commercially available. On termination of a Subscription pursuant to this section 13.4, CFC will refund to Subscriber the unused prorated portion of all Fees paid in advance by Subscriber for the terminated Subscription.
- 13.5 **Consequences of Expiration/Termination:** If these Terms of Service expire or is terminated for any reason: the Subscription will terminate immediately and automatically, without notice to Subscriber, and Subscriber will no longer be entitled to access or use Subscriber's Account or any Service; Subscriber will no longer be entitled to access or download Fusion Centre Content; Subscriber may retain and use all previously downloaded Fusion Centre Content in accordance with these Terms of Service; each Party will comply with the Party's obligations set out in these Terms of Service arising on termination of these Terms of Service; each Party will remain fully responsible and liable for all of the Party's obligations and liabilities arising before the expiration or termination of these Terms of Service; and Subscriber will promptly pay all amounts due and owing under these Terms of Service.
- 13.6 **No Cancellation:** Notwithstanding any other provision of these Terms of Service, any and all transfers, assignments, waivers and licenses granted or made by Subscriber under these Terms of Service (including in section 5.5) are and will remain perpetual and irrevocable and will survive indefinitely after the termination of this Agreement, and Subscriber will not terminate, revoke or rescind any of the transfers, assignments, waivers and licenses granted or made by Subscriber under these Terms of Service for any reason or cause whatsoever. If CFC commits any breach (whether fundamental or not) of these Terms of Service or any other agreement or any other wrongful act or omission, and whether or not the breach or wrongful act or omission is capable of being remedied, Subscriber's sole rights and remedies in respect of the breach are limited to Subscriber's rights and remedies other than termination, revocation or rescission of the transfers, assignments, waivers and licenses granted or made by Subscriber under these Terms of Service. No breach of these Terms of Service by CFC will constitute a repudiation of these Terms of Service by Subscriber.
- 13.7 **Suspension of Fusion Centre**
- (a) **Suspension:** CFC may suspend provision of Fusion Centre immediately on notice to Subscriber if any of the following events (each a "**Suspension Event**") occurs: Subscriber breaches these Terms of Service and fails to cure the breach within fourteen (14) days after Subscriber's receipt of notice of the breach from CFC; CFC's right or license to lawfully use any infrastructure, technologies, services or data (including Fusion Centre Content) provided by or obtained from any third party required for provision of Fusion Centre is disputed, suspended or terminated for any reason; CFC reasonably believes that the integrity,

functionality, operation, performance, results, reliability or security of Fusion Centre or any related Fusion Centre System or any related data may have been damaged, disrupted, compromised or degraded, or to prevent a risk of damage, disruption, compromise or degradation to the integrity, functionality, operation, performance, results, reliability or security of Fusion Centre or any related Fusion Centre System or any related data; or CFC reasonably believes that the suspension of Fusion Centre is required by applicable law or is reasonably necessary to prevent or mitigate an imminent risk of harm, loss, damage or liability. To the extent reasonably practicable, CFC will give Subscriber reasonable prior notice of a suspension of Fusion Centre pursuant to this section 13.7(a). CFC's suspension of Fusion Centre due to the occurrence of a Suspension Event pursuant to this section 13.7(a) will not be a breach of these Terms of Service by CFC or give rise to any liability by CFC to Subscriber or any other person.

(b) **Resolution/Reinstatement:** If CFC suspends provision of Fusion Centre due to the occurrence of a Suspension Event pursuant to section 13.7(a), then: the Parties will reasonably cooperate and assist each other to resolve the Suspension Event (if practicable); and CFC will reinstate provision of Fusion Centre promptly after the Suspension Event is resolved to CFC's reasonable satisfaction.

13.8 **Survival:** Notwithstanding any other provision of these Terms of Service, each of sections 4.3(d), 5, 8, 9.6, 10, 11, 12, 13.5, 13.6, 13.8 and 14 of these Terms of Service, and all other provisions of these Terms of Service necessary to the interpretation or enforcement of those sections, will survive the expiration or termination of these Terms of Service and will remain in full force and effect and be binding on the Parties as applicable.

## 14. General

14.1 **Publicity:** CFC may include Subscriber's name in any published (including on CFC's website) list or directory of CFC's customers.

14.2 **Notices:** Unless these Terms of Service expressly state otherwise: CFC may deliver invoices, payment confirmations and notices to Subscriber by email, facsimile or courier delivery to Subscriber's addresses set out on the Order Form or by message notified to an Authorized User while using Fusion Centre; and Subscriber will give all notices to CFC under these Terms of Service in writing delivered to CFC by email to [legal@cryptofusioncenter.com](mailto:legal@cryptofusioncenter.com).

14.3 **Governing Law:** These Terms of Service and the subject matter of these Terms of Service and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code or the Uniform Computer Information Transactions Act, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

### 14.4 Disputes

(a) **Disputes:** All disputes, controversies and claims between the Parties arising under, out of, in connection with, or in relation to these Terms of Service (each a "Dispute") will be resolved in accordance with this section 14.4 unless the Parties expressly agree in writing otherwise.

(b) **Negotiation:** If there is a Dispute, then either Party may give a notice (a "Dispute Notice") to the other Party requiring the Parties to attempt to resolve the Dispute through negotiation, and the Parties will then cause their respective authorized senior representatives to meet (by conference call or in person) on a

mutually acceptable date and time within seven (7) days after the date on which the Dispute Notice is delivered to discuss and attempt to resolve the Dispute. If a Dispute is not fully and finally resolved within fifteen (15) days after the date on which the Dispute Notice is delivered, then either Party may refer the Dispute to arbitration pursuant to section 14.4(c). All communications (oral and written) made in the course of negotiations regarding a Dispute pursuant to this section 14.4(b) will be deemed “without prejudice” and will not be admissible into evidence in arbitration or any other legal proceeding unless the communication is in writing and is expressly identified as being made “with prejudice”.

- (c) **Arbitration:** Subject to section 14.4(d), a Dispute that is not resolved by the Parties pursuant to section 14.4(b) will be referred to and finally resolved by confidential binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Vancouver, British Columbia. The language of the arbitration will be the English language. If ICDR Canada is not operative, then the arbitration will proceed ad hoc and be governed by the *Arbitration Act* (British Columbia). Any award rendered in an arbitration is final and binding, and judgment on the award may be entered in any court having jurisdiction for the enforcement of the award.
- (d) **Litigation:** Notwithstanding sections 14.4(b) and 14.4(c), either Party may seek preliminary or temporary injunctive relief and other remedies from the Supreme Court of British Columbia sitting in Vancouver, British Columbia to avoid irreparable harm or to preserve the status quo, and the Parties hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all of those matters and any other matter that is not properly subject to arbitration pursuant to section 14.4(c). Each Party irrevocably waives all rights to trial by jury.

- 14.5 **Interpretation:** In these Terms of Service: a reference to “**these Terms of Service**” refers to these Terms of Service as a whole, and not just to the particular provision in which those words appear; headings are for reference only and do not define, limit or enlarge the scope or meaning of these Terms of Service or any of its provisions; words importing the singular number only include the plural, and vice versa; reference to a day, month, quarter or year means a calendar day, calendar month, calendar quarter or calendar year, unless expressly stated otherwise; a reference to currency is to the lawful money of the United States of America, unless expressly stated otherwise; “**discretion**” means a person’s sole, absolute and unfettered discretion; “**including**” or “**includes**” means including or includes (as applicable) without limitation or restriction; “**in writing**” or similar terms includes email, unless expressly stated otherwise; “**law**” includes common law, equity, statutes and regulations, and a reference to a specific statute includes all regulations made under the statute and all amendments to, or replacements of, the statute or any regulation made under the statute in force from time to time; and “**person**” includes an individual (natural person), corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity.
- 14.6 **Force Majeure:** Notwithstanding any other provision of these Terms of Service, CFC will not be liable for any delay in performing or failure to perform any of CFC’s obligations under these Terms of Service to the extent performance is delayed or prevented due to a cause or circumstance that is beyond CFC’s reasonable control, any delay or failure of that kind will be deemed not a breach of these Terms of Service by CFC and the time for CFC’s performance of the affected obligation will be extended by a period that is reasonable in the circumstances.
- 14.7 **Miscellaneous:** The Parties are non-exclusive, independent contracting parties, and nothing in these Terms of Service or done pursuant to these Terms of Service will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. These Terms of Service are binding on and will enure to the benefit of the Parties and their respective successors and permitted assigns.



Subscriber may not assign these Terms of Service without CFC's express, prior written consent. CFC in its discretion may assign these Terms of Service. If any provision of these Terms of Service are held by a court or arbitrator to be invalid or unenforceable for any reason, then the provision will be deemed severed from these Terms of Service and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms of Service would fail in its essential purpose. If CFC's consent or approval is required under these Terms of Service, then CFC in its discretion may withhold the consent or approval unless these Terms of Service expressly specifies otherwise. No consent or waiver by CFC to or of a breach of these Terms of Service by Subscriber will be effective unless in writing and signed by CFC. Except as expressly set out in these Terms of Service, CFC's rights and remedies under these Terms of Service are cumulative and not exclusive of any other rights or remedies to which CFC may be entitled under these Terms of Service or at law, and CFC is entitled to pursue all of its rights and remedies concurrently, consecutively and alternatively. The Parties have expressly requested and required that these Terms of Service and all related documents be written in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en Anglais. If a document relating to these Terms of Service requires the signature of both Parties, then the document may be signed and delivered (including by facsimile transmission or by email in PDF or similar secure format) in counterparts, and each signed and delivered counterpart will be deemed an original, and both counterparts will together constitute one and the same document.

- 14.8 **Entire Agreement:** These Terms of Service sets out the complete agreement between the Parties with respect to the subject matter of these Terms of Service, and supersedes all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, with respect to the subject matter of these Terms of Service. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties regarding the subject matter of these Terms of Service other than as expressly set out or referenced in these Terms of Service. These Terms of Service may not be amended except by a written document that expressly states that it is an amendment to these Terms of Service and that is signed by both Parties or their respective successors or permitted assigns. PURCHASE ORDERS AND OTHER DOCUMENTS ISSUED BY SUBSCRIBER AND ACCEPTED BY CFC IN CONNECTION WITH THESE TERMS OF SERVICE ARE FOR ADMINISTRATIVE CONVENIENCE ONLY, AND THE TERMS AND CONDITIONS CONTAINED IN THOSE DOCUMENTS ARE OF NO FORCE OR EFFECT AND DO NOT IN ANY WAY AMEND THESE TERMS OF SERVICE. Notwithstanding the foregoing in this section 14.8, these Terms of Service are in addition to and supplements any written non-disclosure agreement or written confidentiality agreement signed by the Parties on or before the effective date of these Terms of Service.

**IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF SERVICE, THEN YOU MAY NOT USE FUSION CENTRE.**