

Terms of Use

Please read these Terms of Use (together with the Energitoken Privacy Policy, and the Allocation Recipient Terms and Conditions, the “Terms”) fully and carefully before using www.Energitoken.com (the “Site”), the Energitoken mobile application for iOS or Android (the “Energitoken App”, and together with the Site, the “Platform”), and any applications, services, features, or content offered by Energitoken, (“Energitoken,” “we”, “us” or “our”) (together with the Platform, the “Services”). These Terms set forth the legally binding terms and conditions for your use of the Platform and the Services.

You acknowledge and agree that your access to and use of any and all websites, applications, services, products, features, or content other than (or additional to) the Services offered by or for Energitoken (collectively, “Third-Party Services”) may be governed by separate terms of service and privacy policies.

1. Acceptance of Terms.

- a. By registering for and/or using the Services in any manner, including but not limited to accessing the Platform, you agree to these Terms and all other operating rules, policies and procedures that may be published from time to time on the Platform or through the Services by Energitoken, each of which is incorporated herein by reference and each of which may be updated from time to time without notice to you.
- b. Certain of the Services may be subject to additional terms and conditions, specified by us from time to time. You may be required to click “accept” or “agree” to show your consent to these additional terms and conditions. Your use of any such Services is subject to those additional terms and conditions, which are incorporated into these Terms by reference.
- c. These Terms apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.
- d. **ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. ADDITIONALLY, THESE TERMS INCLUDE YOUR CONSENT TO RELEASE ENERGITOKEN FROM LIABILITY BASED ON CERTAIN CLAIMS AS FURTHER DESCRIBED BELOW.**

2. Certain Definitions.

- a. “Coupons” means coupons, discounts, promotions, deals, rebates, and similar offerings by Sellers for online or in-store use or application in connection with third party products, services and offerings in United Kingdom that are available through the Services.

- b. "Linked Bank Account" means a valid bank account registered to a Energitoken Account.
 - c. "Loyalty Account" means a customer or member loyalty reward account with a Merchant or other third party that offers products and services to consumers in the United Kingdom.
 - d. "Seller" means a third party merchant, manufacturer, or service provider issuing or making available Coupons and/or offering Loyalty Account(s).
 - e. "Energitoken Account" means a user account registered with Energitoken.
 - f. "Energitoken Savings Amount" means a GBP amount representing the money that a Energitoken user would have spent on a purchase made from a Merchant, but instead saved as a direct result of Energitoken's application of a Coupon.
 - g. "Energitoken Transaction" means a transaction that results in a Energitoken Savings Amount.
 - h. "Energitoken Wallet" means the functionality on the Platform that organises a Energitoken user's Coupons and tracks his or her Total Energitoken Savings and Loyalty Accounts, among other features.
 - i. "Total Energitoken Savings" means the total GBP amount of Energitoken Savings Amounts a Energitoken user realises through your Energitoken Account.
3. **Eligibility.** You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Services or the Platform. We may, in our sole discretion, refuse to offer the Services to any person or entity and change their eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services and Platform is revoked where these Terms, or use of the Services or Platform, is prohibited, or to the extent any offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services and Platform are offered only for your use, and not for the use or benefit of any third party.
4. **Energitoken Account Registration.** To utilise certain portions of the Services, you will be required to complete a registration process and establish a Energitoken Account.

- a. You represent and warrant that all information provided by you to Energitoken is current, accurate, and complete, and that you will maintain the accuracy and completeness of this information on a prompt, timely basis.
 - b. You agree that you shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorisation; or (iii) use as a username a name that is otherwise offensive, vulgar or obscene.
 - c. You further acknowledge and agree that (i) you are solely responsible for the activity that occurs on your Energitoken Account, and for keeping your Energitoken Account password secure; (ii) you may never share your Energitoken Account information or use another person's Energitoken Account information for the Services or Platform; and (iii) you must notify Energitoken immediately of any change in your eligibility to use the Services or Platform, or of any breach of security or unauthorised access to or use of your Energitoken Account.
 - d. You shall have the ability to delete your Energitoken Account by emailing contact@energimine.com
5. **Text Messaging.** Some of the Services may enable you to receive messages or notifications regarding your Energitoken Account, or features, products, services, or special offers that we think may be of interest to you. For example, you may voluntarily opt to receive SMS or other text messages ("Text Messages") on your mobile phone in connection with your use of the Services. Message and data rates may apply, and under no circumstances will Energitoken be responsible for any messaging or data charges incurred by you or by a person that has access to your wireless device or telephone number. You may opt-out of receiving Text Messages from Energitoken at any time by responding "STOP" to any Text Message, and may always opt-out of receiving email or Text Messages by emailing us at contact@energimine.com, although Energitoken reserves the right to contact you by Text Message or otherwise when we believe it is necessary, such as for account recovery purposes. You acknowledge that opting out of receiving Text Messages may impact your use of the Services.
6. **Content.**
- a. **Definition.** For purposes of the Terms, "Content" shall mean any content generated, provided, or otherwise made accessible on or through the Services or Platform, including without limitation information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features, and shall include all User Content (as defined below).

- b. **User Content.** For the purposes of the Terms, “User Content” shall mean all Content added, created, uploaded, submitted, distributed, or posted to the Services or Platform by users, whether publicly posted or privately transmitted. You acknowledge and agree that you are solely responsible for all User Content that you generate, post, or transmit through the Services or Platform. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You represent and warrant that you have all rights to grant such licenses to Energitoken without infringement or violation of any third party rights, including without limitation any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. You acknowledge that all Content, including User Content, accessed by you while accessing or using the Services or Platform is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. Energitoken does not guarantee that any Content you access on or through the Services or Platform is or will continue to be accurate, and does not pre-screen or regularly review all User Content. However, Energitoken has the absolute right (though not the obligation) to remove, without notice, any Content in its sole discretion (subject to these Terms).
- c. **Notices and Restrictions.** The Services may contain Content specifically provided by us, our partners or our users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services or Platform.
- d. **Use License.** Subject to these Terms, Energitoken grants you a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content for purposes of using the Services and Platform, and for your personal use and enjoyment in the manner permitted by these Terms. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services or Platform is expressly prohibited without prior written permission from Energitoken. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.
- e. **License Grant.** By posting or contributing User Content to the Services or Platform, or by providing any feedback, suggestions, ideas, and other submissions to Energitoken, you thereby agree to grant, and do grant, Energitoken a non-exclusive, royalty-free, perpetual, worldwide, fully paid, sublicensable and transferable license to use and benefit from your User Content in connection with the Platform, the Services and Energitoken’s (and Energitoken’s successors’ and assigns’) businesses, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate, reformat, and/or aggregate your User Content, and/or to incorporate it into a collective work, including without

limitation for promoting and redistributing part or all of the Platform or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Energitoken Account or the Services. For greater certainty, this means that, among other things, Energitoken has the right to use any and all ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

- f. **Availability of Content.** Energitoken does not guarantee that any Content will be made available on the Platform or through the Services. Energitoken reserves the right to, but does not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms), or for no reason at all and (ii) to remove or block any Content from the Services or Platform.

7. Rules of Conduct

- a. As a condition of use, you promise not to use the Services and Platform for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Services and Platform.
- b. You shall not (nor permit any third party to) attempt or engage in potentially harmful acts that are directed against the Services or Platform, including without limitation taking any action that:
 - i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
 - ii. is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, or otherwise inappropriate as determined by us in our sole discretion;
 - iii. constitutes unauthorised or unsolicited advertising, junk or bulk e-mail ("spamming");
 - iv. introduces software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password or other information of ours or of any third party;
 - v. involves deep-linking to any portion of the Platform without our express written permission;

- vi. involves using the Services or Platform to advertise or solicit, or to compete directly or indirectly with Energitoken;
- vii. involves reselling or repurposing your access to the Services or Platform or any purchases made through the Services or Platform;
- viii. involves using the Services or Platform to solicit other users of the Services or Platform, Sellers, or other business partners of Energitoken to become users or partners of other online or offline services that are directly, indirectly, or potentially competitive with Energitoken, including without limitation aggregating current or previously offered Coupons;

- ix. involves "framing," "mirroring," or otherwise simulating the appearance or function of the Services or Platform;

- x. impersonates any person or entity, including any of Energitoken's employees or representatives; or

- xi. includes anyone's identification documents or sensitive financial information.

c. Further, you shall not:

- i. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on Energitoken's (or Energitoken's third party providers') system or network infrastructure;
- ii. interfere or attempt to interfere with the proper working of the Services or Platform, or any activities conducted thereon;
- iii. bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Platform (or other accounts, computer systems, or networks connected to the Platform);
- iv. run any form of auto-responder or "spam" on the Platform;
- v. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Platform;

- vi. harvest or scrape any Content from the Platform; or
 - vii. otherwise take any action in violation of Energitoken's Terms, guidelines and policies.
- d. Additionally, you shall not (directly or indirectly):
- i. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services or Platform (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction,
 - ii. modify, translate, or otherwise create derivative works of any part of the Services or Platform, or
 - iii. copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.
- e. You agree to abide by all applicable local, state, national and international laws and regulations.
- f. Energitoken also reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

8. Allocations and Transfers.

- a. **Allocation.** Energitoken enables you to allocate all or part of a Energitoken Savings Amount, based on percentage(s) selected by you ("Allocation Percentage(s)"), to one or more recipients ("Allocation Recipients") chosen by you on the "Savings Allocation" screen during registration and/or from those listed on the "Allocations & Recipients" section on the Platform, and then authorize Energitoken to initiate the transfer of the amounts you allocate from your Linked Bank Account (defined below) to those Allocation Recipients (each such amount an "Allocation Distribution").
- b. **Recipient-Specific Terms.** Each individual Allocation Recipient may impose their own specific terms and conditions on Allocation Distributions made to them, in addition to these Terms. By selecting an Allocation Recipient, you acknowledge and agree to such terms and conditions. Any such terms and

conditions presented to you by Energitoken in connection with your selection of an Allocation Recipient are deemed part of these Terms. Like other Third-Party Services with whom Energitoken partners, Allocation Recipients each have their own terms of service and privacy policies. Energitoken has no control or authority over any Allocation Recipients, and urges you to read an Allocation Recipient's own terms of service and privacy policy before selecting that Allocation Recipient on the Platform and authorizing Energitoken to make Allocation Distributions to them on your behalf.

- c. **Linked Bank Account Registration.** In order to allocate all or part of your Energitoken Savings Amounts and authorize Allocation Distributions, you must first register a Linked Bank Account to your Energitoken Account. For the reasons described below, Energitoken strongly suggests that you use a checking account for your Linked Bank Account. You represent and warrant that you lawfully own or control your Linked Bank Account, and that you are legally able to grant Energitoken the authority to initiate ACH withdrawals and transfers from your Linked Bank Account. Any agreement you have with your Linked Bank Account provider will govern your use of your Linked Bank Account. Please check the terms and conditions of your Linked Bank Account to determine if you will incur any fees in connection with withdrawals and transfers initiated by Energitoken, or if you are subject to any restrictions or obligations that may prevent or hinder your ability to make Allocation Distributions.
 - i. Energitoken urges you to register a checking account for your Linked Bank Account instead of a savings account, because, among other reasons, you may incur processing fees charged by your bank for exceeding the number of permitted transfers from your savings account. If you register a savings account as your Linked Bank Account, you acknowledge and agree that (i) Energitoken will not be responsible for any such processing fees and will pass through to you any such fees incurred by Energitoken, and (ii) Energitoken may in its sole discretion decide to terminate either your ability to allocate Energitoken Savings Amounts or your Energitoken Account.

- d. **Authorisation to Transfer.** You acknowledge and agree that by selecting an Allocation Percentage above zero for at least one Allocation Recipient, you authorise Energitoken, each and every time that you enter into a Energitoken Transaction, to initiate an ACH electronic transfer from your Linked Bank Account of any amounts resulting from, and in accordance with, the Allocation Recipient(s) and Allocation Percentages designated by you at the time of that Energitoken Transaction, until you affirmatively end this authorisation. In other words, ENERGITOKEN WILL MAKE WITHDRAWALS AND TRANSFERS FROM YOUR LINKED BANK ACCOUNT ON AN ONGOING BASIS, WITHOUT FURTHER AUTHORISATION FROM YOU, UNTIL YOU TERMINATE THIS AUTHORISATION BY EITHER (1) RESETTING ALLOCATION PERCENTAGES TO ZERO FOR ALL ALLOCATION RECIPIENTS IN THE "ALLOCATIONS & RECIPIENTS" SECTION ON THE ENERGITOKEN APP OR (2) DELETING YOUR LINKED BANK ACCOUNT IN THE "FUNDING SOURCE ACCOUNT" SECTION WITHIN THE MENU, (3)

TEMPORARILY DISABLE ENERGITOKEN'S DISTRIBUTION SERVICE BY "TOGGLING OFF" WITHIN THE MENU, OR (4) BY NOTIFYING US AT CONTACT@ENERGIMINE.COM YOU MAY CHANGE YOUR LINKED BANK ACCOUNT BY ACCESSING THE "FUNDING SOURCE ACCOUNT" SECTION WITHIN THE MENU ON THE ENERGITOKEN APP. PLEASE NOTE THAT IF YOU DELETE YOUR LINKED BANK ACCOUNT, YOUR ABILITY TO AUTHORISE ENERGITOKEN TO MAKE ALLOCATION DISTRIBUTIONS WILL BE DISABLED UNTIL YOU RE-ENTER A LINKED BANK ACCOUNT.

- e. **Current Information Required.** YOU MUST PROVIDE ENERGITOKEN WITH CURRENT, ACCURATE, AND COMPLETE INFORMATION FOR YOUR LINKED BANK ACCOUNT, AND PROMPTLY UPDATE ALL SUCH INFORMATION TO MAINTAIN ITS CURRENCY, ACCURACY AND COMPLETENESS. YOU MUST PROMPTLY NOTIFY ENERGITOKEN IF YOUR LINKED BANK ACCOUNT IS CANCELLED (E.G., FOR LOSS OR THEFT). YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR NOTIFYING ENERGITOKEN OF A POTENTIAL BREACH OF SECURITY WITH RESPECT TO YOUR LINKED BANK ACCOUNT, SUCH AS THE UNAUTHORSIED DISCLOSURE OR USE OF THE PASSWORD OR USER NAME YOU USE TO ACCESS YOUR LINKED BANK ACCOUNT. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION OR NOTIFICATIONS, YOU AGREE THAT ENERGITOKEN MAY CONTINUE AUTHORIZING WITHDRAWALS AND TRANSFERS FROM YOUR LINKED BANK ACCOUNT UNLESS AND UNTIL YOU HAVE TERMINATED THIS AUTHORISATION IN ACCORDANCE WITH SECTION 8(C).

- f. **Processing of Transfers.** Energitoken's ability to make Allocation Distributions is powered by Dwolla, Inc. ("Dwolla"), an online payment services provider and mobile payments network. In order to use the funds transfer functionality that Energitoken offers, you must open an "Access API" account provided by Dwolla and you must accept the Dwolla Terms of Service and Dwolla Privacy Policy when prompted to do so. Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize Energitoken to share your identity and Energitoken Account information with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through Energitoken, and Dwolla account notifications will be sent by Energitoken, not Dwolla. Energitoken will provide customer support for your Dwolla account activity, and can be reached at www.Energitoken.com or contact@energimine.com As is the case with any Third-Party Service, Energitoken has no control or authority over Dwolla, and urges you to read the Dwolla Terms of Service (which can be found at <https://www.dwolla.com/legal/tos/>) and Privacy Policy (<https://www.dwolla.com/legal/privacy/>). You can learn more about Dwolla by visiting <https://www.dwolla.com/>.

- g. **Frequency and Timing of Transfers.** You understand and agree that Energitoken may wait for up to seven (7) days before transferring Allocation

Distributions to your selected Allocation Recipient(s) in one or more cumulative transfers, or longer if necessary to accumulate an amount of Allocation Distributions that is sufficient to meet an Allocation Recipient's minimum contribution threshold, where applicable. You acknowledge and agree that the frequency or timing of Allocation Distribution transfers may change from time to time and for various reasons.

- h. **Allocation Distribution Amounts May Vary.** You acknowledge that the specific GBP value of Allocation Distributions may, and almost certainly will, vary, because that value in each instance depends entirely on the amount of the applicable Energitoken Transaction at issue and the resulting Energitoken Savings Amount realized, as well as your own selections of Allocation Percentages.
- i. **Reaffirmation of Authorisation to Energitoken.** Your failure to terminate your authorisation of Energitoken in accordance with Section 8(c) reaffirms that Energitoken is authorised to initiate the transfer of funds from your Linked Bank Account to your selected Allocation Recipient(s), if any, on an ongoing basis. Unless and until you affirmatively (i) reset all Allocation Percentages for all Allocation Recipients to zero, (ii) delete your Linked Bank Account, (iii) temporarily disable Energitoken's distribution service, or (iv) notify us at support@Energitoken.com, as outlined in Section 8(c), any and all Allocation Distributions resulting from any Energitoken Transactions as a result of your Allocation Recipient and Allocation Percentage selections are subject to withdrawal and transfer from your Linked Bank Account by Energitoken.
- j. **Insufficient Funds.** You acknowledge and agree that, in the event that your Linked Bank Account does not have sufficient funds at the time Energitoken attempts to withdraw and transfer any Allocation Distribution, you will remain liable for any such Allocation Distribution until Energitoken makes a subsequent attempt to withdraw and transfer Allocation Distributions from your Linked Bank Account at a later date ("Second Attempt"). If your Linked Bank Account does not have sufficient funds for all outstanding Allocation Distributions at the time of the Second Attempt, your ability to allocate Energitoken Savings Amounts and authorise Allocation Distributions shall be disabled unless and until such time as Energitoken decides, in its sole discretion, to re-enable your ability to do so.
- k. **Changing Your Linked Bank Account.** You may change your Linked Bank Account by accessing the "Funding Source Account" within the Menu on the Platform.
- l. **Terminating Authorisation.** If you wish to terminate your authorisation of Energitoken to make transfers from your Linked Bank Account, you may do so as outlined in Sections 8(c) and 8(h) above. Please note that such termination of authorisation does not necessarily entail termination of the other Services. Please contact us at contact@energimine.com if you wish to terminate the Services entirely.

- m. **Allocation Distributions; Fees.** You acknowledge and agree that all Allocation Disbursements made by you, as well as any associated fees charged by Energitoken or by an Allocation Recipient, are non-refundable.
 - n. **Right to Correct.** Energitoken reserves the right to correct any errors or mistakes that it makes with respect to withdrawals and transfers from your Linked Bank Account.
9. **Third-Party Services.** The Platform and Services may permit you to link to, access, or use Third-Party Services, and Third-Party Services may contain links to the Services, including but not limited to those provided or made available by certain Sellers (including Loyalty Accounts) and Allocation Recipients.
- a. You acknowledge that when you link to, access, or use any Third-Party Service, you do so at your own risk. Third-Party Services are not under Energitoken's control, and you acknowledge that Energitoken is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of Third-Party Services.
 - b. You acknowledge that any linking to or from the Platform or Services does not imply in any way that Energitoken is endorsed by any Third-Party Service or other third party, or that Energitoken endorses or is affiliated with any Third-Party Service or other third party.
 - c. You acknowledge and agree that Energitoken bears no responsibility or liability, directly or indirectly, for any content accessed or damage, loss or harm caused by or in connection with the use of or reliance on any Third-Party Service or any content, goods or services available on or through such Third-Party Service. Third-Party Services may collect and treat information they collect differently, so we encourage you to carefully read and review the terms and conditions and privacy policies applicable to any website, application and resource you visit, access or use.
 - d. You acknowledge and agree that any terms and conditions applicable to the redemption or applicability of Coupons, any actual contracts for the purchase or provision of third party goods, services or other offerings, and any Loyalty Accounts or similar arrangements are directly between the applicable Sellers or other Third-Party Services and end users, and additional terms and conditions may apply thereto. Energitoken does not itself offer Coupons or Loyalty Accounts and is not responsible for them.
 - e. You are free to refrain from linking to, accessing, or using any Third-Party Services and agreeing to the terms and conditions imposed by such Third-Party Services, including to any Loyalty Accounts; however, you acknowledge that if you do not, you may not be able to access or benefit from certain aspects of the Services.

10. Trademark Information.

- a. You acknowledge that all of Energitoken's trademarks, trade names, service marks, and other logos and brand features (including, without limitation, "Energitoken," "Energitokens" and the Energitoken "W" icon) that are displayed via the Services (collectively, the "Marks") are trademarks and the property of Energitoken, and agree not to display or use Energitoken's Marks in any manner without Energitoken's prior permission.

- b. You acknowledge that third party trademarks are the property of their respective owners.

11. Intellectual Property Ownership. All right, title and interest in the Services and Platform, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to these Terms, including all copyrights, patents, trademarks, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, do and shall belong solely and exclusively to Energitoken or its licensors, and you shall have no rights whatsoever in any of the foregoing, subject only to the limited rights granted under these Terms. You acknowledge that the Services and Platform constitute a valuable trade secret and/or are the confidential information of Energitoken or its licensors. Nothing in these Terms or otherwise will be deemed to grant to you an ownership interest in the Services or Applications, in whole or in part. All Content and other materials included as part of the Services and Applications, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (collectively, the "Works"), are the property of Energitoken, its licensors, or applicable third party rights holders (such as Sellers), and are protected by copyrights, trademarks, trade secrets, or other proprietary rights, in all forms, media and technologies existing now or hereinafter developed. As between you and Energitoken, Energitoken owns the sole copyright in the selection, coordination, arrangement and enhancement of the Works. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Works, in whole or in part without Energitoken's express prior consent. Any use of the Works other than as expressly permitted herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Works, is strictly prohibited. You understand and acknowledge that unauthorised disclosure, use or copying of the proprietary products and services provided pursuant to these Terms may cause Energitoken and its licensors irreparable injury, which may not be remedied at law, and you agree that Energitoken and its licensors' remedies for breach of these Terms may be in equity by way of injunctive or other equitable relief.

12. Termination. We may terminate your access to all or any part of the Platform or Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Energitoken Account, you may do so by following the instructions on the Platform or through the Services. Any fees paid hereunder are non-refundable. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without

limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. Disclaimer.

- a. THE PLATFORM, SERVICES AND CONTENT ARE PROVIDED BY ENERGITOKEN ON AN "AS IS" AND "AS AVAILABLE" BASIS. ENERGITOKEN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICES OR PLATFORM OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS AVAILABLE VIA THE SERVICES AND PLATFORM OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND PLATFORM IS AT YOUR SOLE RISK. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- b. ENERGITOKEN, AND ENERGITOKEN'S DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE PLATFORM OR SERVICES (INCLUDING WITHOUT LIMITATION OR E-MAIL SENT BY ENERGITOKEN) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (II) THE SERVICES AND PLATFORM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (IV) THE RESULTS OF USING THE SERVICES OR PLATFORM WILL MEET YOUR REQUIREMENTS.

- c. Energitoken makes no representation or warranty as to the accuracy or fitness for use of any Coupons or similar offerings posted or made available through the Services and Platform, or that any Seller will honor or acknowledge any such Coupons or offerings. Energitoken is not responsible for providing any value for any Coupons or similar offerings posted or made available via the Services and Platform. Energitoken is not responsible for any changes to pricing, availability, fitness for use, or any other information made by any Third-Party Services to Coupons or similar offerings. You acknowledge that Energitoken does not and cannot review all material made available through websites or resources linked or linking to any part of the Services and Platform.

- d. Energitoken does not warrant that the Services and Platform or any functions or Content available via the Services and Platform will be uninterrupted or error free, that defects will be corrected, or that the Services and Platform or the server that makes the Services and Platform available are free of viruses or bugs.

- e. Energitoken has no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding: (i) which users gain access to the Services and Platform; (ii) what Content you access via the Services and Platform; or (iii) how you may interpret or use the Content.

14. Release.

- a. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH SELLERS OR OTHER THIRD-PARTY SERVICES, OR WITH OTHER USERS OF THE SERVICES AND PLATFORM. Energitoken is not involved in the actual agreement between you and any Third-Party Services or other third parties, the terms and conditions applicable to any Coupon or Loyalty Account, the results of any Coupons obtained through the Services and Platform or any decisions made by Sellers or other third parties related thereto, any guarantees, representations or certifications made by Sellers or other Third-Party Services with respect to Coupons, Loyalty Accounts, your financial accounts, any charitable organisation or any third party products, services or other offerings. As such, you hereby release Energitoken and its officers, directors, affiliates, employees, agents and investors from any damages, claims, actions, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed (collectively, "Claims"), arising out of or in any way connected with the foregoing.
- b. You further hereby release Energitoken and its officers, directors, affiliates, employee, agents and investors from any Claims arising out of or in any way connected with: (i) your access to or use of the Services or Platform; (ii) User Content submitted by you to the Services and Platform and any information or materials that you otherwise make available to Sellers or other users (including related to any Loyalty Account or information related to your financial accounts); (iii) your agreements with Sellers; (iv) your breach or violation of any of these Terms or applicable law, rules or regulations; or (v) your violation of any intellectual property or other rights of any third party, including Sellers.

15. Limitation of Liability. IN NO EVENT SHALL ENERGITOKEN OR ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS AND CONTRACT PROVIDERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF \$500.00 IN THE AGGREGATE. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF

THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

16. **Indemnification.** You shall defend, indemnify, and hold harmless Energitoken, and our affiliates and each of our and their respective agents, employees, contractors, officers, directors, suppliers and representatives, from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services or Platform, Content, or otherwise from your User Content, violation of these Terms, or infringement by you, or any third party using your Energitoken Account or identity in the Services or Platform, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.

17. ARBITRATION CLAUSE & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

- a. **Arbitration.** YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS, YOUR USE OF THE SERVICES OR PLATFORM, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND YOU HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can

elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or Platform or these Terms must be filed within one (1) year after such claim of action arose or be forever barred.

- b. **Severability.** If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

18. Governing Law and Jurisdiction. These Terms, and any claim, cause of action or dispute arising out of or related to these Terms or the Services or Platform, shall be governed by and construed in accordance with the laws of the state of New York, including its conflicts of law rules, and the United States of America. You agree that any disputes arising out of or related to these Terms and/or the Services or Platform shall be governed by the exclusive jurisdiction and venue of the state and federal courts of New York, New York, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such disputes. Notwithstanding the above, you agree that Energitoken shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

19. Mobile Devices and Applications; Apple Device and Application Terms.

- a. **Mobile Devices and Applications.** Energitoken may allow you to access our Services, download the Energitoken App, upload content to the Services and Platform, and receive information relating to the Services or Platform on your mobile device (collectively, "Mobile Features"). Your mobile device carrier may prohibit or restrict certain Mobile Features, and certain Mobile Features may be incompatible with your mobile device carrier or mobile device. In addition, your mobile device carrier may charge you for standard messaging, data and other fees to participate in Mobile Features. Energitoken has no responsibility or liability for any fees or charges you incur when using the Mobile Features. You should check with your mobile device carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your mobile device carrier with any other questions regarding these issues. You acknowledge that your use of the Platform is subject to any terms set forth in the terms of service of the third party providing the mobile device on which the Platform operates.
- b. If you are accessing the Services on a device provided by Apple, Inc. ("Apple") and/or are using the Energitoken App, an application obtained through the Apple App Store, the following shall apply:
 - i. Both you and Apple acknowledge that these Terms are concluded between you and Energitoken only, and not with Apple, and that Apple

is not responsible for, does not endorse, and is not involved in the Energitoken App;

- ii. The Energitoken App is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to these Terms;
- iii. You will only use the Energitoken App in connection with an Apple device that you own or control;
- iv. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Energitoken App;
- v. In the event of any failure of the Energitoken App to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Energitoken App;
- vi. You acknowledge and agree that Energitoken, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Energitoken App;
- vii. You acknowledge and agree that, in the event of any third party claim that the application or your possession and use of the application infringes that third party's intellectual property rights, Energitoken, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- viii. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- ix. Both you and Energitoken acknowledge and agree that, in your use of the Energitoken App, you will comply with any applicable third party terms of service which may affect or be affected by such use; and
- x. Both you and Energitoken acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right

(and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

20. Modification.

- a. Energitoken reserves the right, in its sole discretion, to modify or replace any of these Terms, or change, suspend or discontinue the Services (including without limitation, the availability of any feature or Content) at any time by posting a notice on the Platform or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. You may be required to click “accept” or “agree” to show your consent to certain amended versions of these Terms.
- b. While Energitoken will timely provide notice of modifications, you acknowledge and agree that it is also your responsibility to check these Terms periodically for changes. Your continued use of the Services and Platform following notification of any changes to these Terms constitutes acceptance of those changes, which will apply to your continued use of the Services and Platform going forward.
- c. Your use of the Services and Platform is subject to the Terms in effect at the time of such use.
- d. Energitoken may also impose limits on certain features and services or restrict your access to parts or all of the Services and Platform without notice or liability.

21. Miscellaneous.

- a. **Entire Agreement and Severability.** These Terms constitute the entire agreement between you and Energitoken with respect to the Services and Platform, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services and Platform. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- b. **Force Majeure.** Energitoken shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Energitoken’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- c. **Assignment.** These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with Energitoken’s prior written

consent. Energitoken may assign, transfer or delegate any of its rights and obligations hereunder without consent.

- d. **Agency.** 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.

- e. **Notices.** Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognised overnight delivery service. Electronic notices should be sent to contact@energimine.com Notices by mail should be sent to: Energitoken, Metropolitan Place, Hobson Street, Oldham, OL11AN Attention: LEGAL.

- f. **No Waiver.** Any failure by Energitoken to enforce any part of these Terms shall not constitute a waiver of Energitoken's right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that Energitoken will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, Energitoken must provide you with written notice of such waiver through one of our authorised representatives.

- g. **Headings.** The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

Effective Date of Terms of Use: May 10, 2018