

Turnkey Terms of Service

Last Updated: November 15, 2023

Welcome to Turnkey! Turnkey Global, Inc. (“**Turnkey**”, “**we**”, “**our**” or “**us**”) provides a digital, non-custodial key management solution that supports its users’ (“**User**”, “**you**” or “**your**”) ability to securely decrypt and sign data using its proprietary API technology (collectively, “**Platform**”). Turnkey enables Users and Covered Users (as defined below) to (i) securely control asymmetric, cryptographic private keys using Authentication Credentials (as defined below); and (ii) make use of additional functionality and developer tools as Turnkey may add to the Platform or otherwise make available from time to time (collectively the “**Services**,” as further defined below). This Turnkey Terms of Service, together with any Order Form (as defined below), and all attachments, appendices, exhibits, schedules, policies, and instructions attached hereto, as amended from time to time (collectively, the “**Terms**”) forms a binding contract between you and Turnkey. These Terms, along with our [Privacy Policy](#) (“**Privacy Policy**”), govern your use of and access to the Turnkey Site (defined below), the Services and the Platform.

Please read these Terms carefully. They cover important information about the Services provided to you and any applicable charges and/or fees associated with the Services. These Terms include information about future changes to these Terms, automatic renewals, limitations of liability, class action waiver, confidentiality and resolution of disputes by arbitration instead of in court.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE USER TO SUBMIT CLAIMS USER HAS AGAINST TURNKEY GLOBAL, INC. (“TURNKEY”) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) USER WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST TURNKEY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) USER WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. ACCEPTANCE OF THE TERMS

By clicking “I Agree” or by creating an account through www.turnkey.com, www.turnkey.io or any other website owned or operated by Turnkey (collectively, the “**Turnkey Site**”) or by otherwise using or accessing the Turnkey Site, the Platform or the Services (or any portion thereof, including without limitation using or downloading any Turnkey API and/or SDK), including without limitation, through or in connection with a Bundled Product Integration (as defined below), you hereby agree that you have read, understand and agree to be bound by all of the terms and conditions contained in these Terms, as well as the Privacy Policy. If you are entering into these Terms on behalf of a company, legal entity or other organization (which, without limitation, will be deemed to be the case if you sign up to use any Service or create an account using an email address from such company, legal entity or other organization), you represent that you have the authority to bind the company, entity or organization to these Terms and the terms “User”, “you” or “your” will also refer to such company, legal entity or other organization. If you don’t agree to be bound by these Terms, you may not access or use the Services, Platform or any Bundled Product Integration.

In order to receive certain services from Turnkey, including development, implementation, dedicated support or any other customized, managed or enterprise services, or to be eligible for certain services, features, support levels and/or custom fee arrangements available for select product tiers (collectively, the “**Managed Services**”) you may be required to enter into an enterprise services agreement (an “**Enterprise Services Agreement**”) and/or one or more order forms describing the

Managed Services to be performed and the applicable fees, terms and conditions (each an “**Order Form**”).

If you have entered into a separate written agreement with Turnkey for any services, including an Enterprise Services Agreement, which is validly executed by both parties, the terms of that agreement will govern your use of solely those Managed Services explicitly set forth therein.

If you provide any Bundled Product Integration (as defined below) you will be considered a “**Turnkey Integration Partner**” for the purposes of these Terms and you agree that, in addition to (and without otherwise limiting) your responsibilities and obligations as a User under these Terms, your use of the Services will be governed by, and subject to your compliance with, the additional obligations and responsibilities required when acting in the capacity of a Turnkey Integration Partner as set forth herein.

If you are (a) building any End-User Application (as defined below) on top of or otherwise utilizing the Services or Platform (a “**Direct Application Developer**”), and/or (b) using any Bundled Product Integration (as defined below) or otherwise accessing or using any of Turnkey’s Services or the Platform through or facilitated by a Turnkey Integration Partner (an “**Indirect Application Developer**”, together with a Direct Application Developer, each individually an “**Application Developer**” and collectively, the “**Application Developers**”), by doing so, you hereby agree to be bound by all of the terms and conditions applicable to both Users and Application Developers (including those applicable to Direct Application Developers and Indirect Application Developers, respectively) contained in these Terms, as well as the Privacy Policy. If you are an Indirect Application Developer, you further acknowledge and agree that the way you access the Services, the Platform and/or the features and functionality available to you may be determined or controlled by the applicable Turnkey Integration Partner and/or Bundled Product Integration and, in addition to these Terms, your use and access may be governed by any separate agreement(s) or applicable terms of service and/or privacy policy entered into directly between you and the Turnkey Integration Partner.

2. AMENDMENTS TO THE TERMS

Amended Terms. We are continuously working to enhance our existing services and expand our current offerings which may require us to update these Terms. We may amend or modify these Terms at any time by posting the modified terms on the Turnkey Site, posting a notice through the Platform, and/or by providing a copy to you through any other method of communication which we deem reasonable. In the case of an Indirect Application Developer, such notice may be communicated to you indirectly through a Turnkey Integration Partner or Bundled Product Integration. If you are a Turnkey Integration Partner, you acknowledge and agree that it is your responsibility to ensure that your Application Developers are notified about any updates we make to our Terms pursuant to this provision. If you continue to use the Services, the Platform or any Bundled Product Integration after we have posted modified Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services, Platform or any Bundled Product Integration anymore and your sole and exclusive remedy is to terminate your use of the Services and close your Account and/or, if applicable, export your Private Key. Because our Services are evolving over time we may change, suspend or discontinue all or any part of the Services, at any time and without notice, at our sole discretion. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

3. YOUR ACCOUNT; USER RESPONSIBILITIES

Account Creation. If you want to sign up to directly use the Services, you’ll have to create an account via the Platform (your “**Account**”), which will require you to provide your email address and

authenticate initially using a secure, supported FIDO2 hardware authentication device, provided that, if you are an Indirect Application Developer, the way you sign up for or access the Services may be different, as determined by the applicable Turnkey Integration Partner (and for the avoidance of doubt, you may not be required to create an Account). By creating an Account (whether for yourself or on behalf of an entity, company or organization) you become the first Root User (as defined below) for the Account and, if applicable, you hereby represent and warrant to Turnkey that you have the authority to act on behalf of that entity, company or other organization. A **“Root User”** is an Authorized User (as defined below) acting on the User’s behalf and who, by default, has full permissions and administrative rights with respect to the Account, including without limitation, the ability to add additional Root Users and Covered Users (as defined below) and to create one or more sub-accounts and/or sub-organizations under the Account.

Authorized Users and Covered Users. For purposes of these Terms, **“Authorized User”** means, with respect to the User, the User’s employees and consultants and/or other persons, companies, entities, organizations, agents and/or representatives permitted by the User to access, use, manage and/or operate the Services on User’s behalf or through User’s Account (including any sub-accounts, organizations, and sub-organizations associated with Customer’s Account), whether as API users or web users, and including without limitation, Root Users. All Authorized Users are also considered and referred to herein as your **“Covered Users”**. If you are using the Services in connection with developing and/or providing a service, product or application that will enable your end-users to access, whether directly or indirectly, the Services and/or the Platform or that otherwise integrates or incorporates the Services and/or Platform, including without limitation, a consumer-facing application or end-user wallet (**“End-User Application”**) or you are otherwise an Application Developer, in addition to your Authorized Users, each of your end-users will be considered a Covered User under these Terms. If you are using the Services in connection with developing and/or providing a bundled developer service, product or application that is integrated with or incorporates the Services or Platform, and/or is managed or offered under your Account, for the purpose of enabling or facilitating the development or provision of an End-User Application by your end-customers (each of which is deemed to be an Application Developer under these Terms) (a **“Bundled Product Integration”**), in addition to your Authorized Users, each of your Application Developers, their Authorized Users and their end-users is considered a Covered User under these Terms.

Authentication Credentials. After creating your Account, you (and your Covered Users) may associate multiple Authentication Credentials (as defined below) with your Account, which may serve as backup authentication methods for Account access. If you or your Covered Users do not add any backup Authentication Credentials and you lose the hardware authentication device you used when initially setting up your Account, you will lose access to your Account and any and all Private Keys (as defined below) and Digital Assets (as defined below) associated with your Account. In order to use the Services, including, without limitation, to generate Private Keys, User (and/or any applicable Covered Users) will be required to create one or more **“Authentication Credentials,”** which are private keys, API key credentials, hardware authentication devices, or any other codes or secrets that User or any applicable Covered User utilizes to access your Account and/or any part of the Services. User is responsible for safekeeping all Authentication Credentials associated with User’s Account, including without limitation, all Covered User Authentication Credentials. For the avoidance of doubt, unless explicitly indicated otherwise, any reference to Account in these Terms shall be deemed to include all sub-accounts, organizations and sub-organizations associated with the Account (including those associated with and/or controlled by any Covered User).

Your Account, Your Responsibility. You will be responsible for keeping all Authentication Credentials secure and for any and all activity associated with your Account. You are responsible for all use that occurs under your Account and/or using your (and your Covered Users’) Authentication Credentials, including any and all activities by you, your Covered Users and/or any third parties that have access to your Account information, Authentication Credentials and/or the email accounts associated with or otherwise attributable to your Account, whether authorized or not, and whether or not you know

about such activities. Turnkey will not be responsible or liable if someone else accesses your Account or the Authentication Credentials (and/or email accounts) associated with your Account and initiates or authorizes a Signature Request (as defined below) or updates the Policy Rules (as defined below). You must inform Turnkey immediately if any Authentication Credentials associated with your Account have been stolen or otherwise compromised. If you lose access to your Authentication Credentials, including if you lose, misplace, or replace the hardware device you use to authenticate and you have not added any backup Authentication Credentials or enabled Email Recovery (as defined below), you may permanently lose access to your Account. If your Covered Users lose access to the Authentication Credentials associated with your Account, including if your Covered Users lose, misplace, or replace the hardware device they use to authenticate and you or they have not added a backup authentication method, you or they may permanently lose the ability to use the Services or portions thereof, including the ability to initiate Signature Requests and/or access Private Keys. Turnkey does not have access to, nor can it recover on your behalf, your or your Covered Users' Authentication Credentials nor can Turnkey enable Email Recovery if you or your Covered Users' provide the incorrect email address (whether directly to Turnkey or through any Bundled Product Integration and/or End-User Application). This could result in you and/or your Covered Users permanently losing access to funds associated with a particular Private Key controlled by those Authentication Credentials.

Responsibility for User's Digital Assets. As between User and Turnkey, User shall remain solely responsible for all Digital Assets you and/or your Covered Users use in connection with the Turnkey Services, including without limitation the responsibility for the safekeeping of the Digital Assets you and/or your Covered Users use in connection with the Services. For purposes of these Terms, (i) **"Digital Assets"** means digital currencies, cryptocurrencies, decentralized application tokens, protocol tokens, smart contracts, Protocol-based assets, stablecoins, cryptoassets and other cryptofinance and digital assets and instruments, to the extent Turnkey currently supports curve encryption formats necessary for Private Key generation for such assets based on the technical specifications of the corresponding Protocol; and (ii) **"Protocol"** means a digital ledger in which transactions made with a Digital Asset are recorded chronologically.

Application Developer Responsibilities. For the avoidance of doubt and without limiting any of the foregoing responsibilities, if you are an Indirect Application Developer, you and the Turnkey Integration Partner are jointly and severally responsible for safekeeping the Authentication Credentials associated with your and/or your Covered User's use of the Services through the Bundled Product Integration, including without limitation, all end-user Authentication Credentials. As between Turnkey and the Application Developer, the Application Developer shall remain solely responsible for all Digital Assets owned by the Application Developer and its Covered Users that are used in connection with the Turnkey Services or through the Bundled Product Integration, or otherwise associated with any End-User Application, including without limitation, the responsibility for the safekeeping of all Digital Assets the Application Developer and/or its Covered Users use in connection with, by or through the Services, the Bundled Product Integration or End-User Application. As between Turnkey and the Application Developer, the Application Developer shall be responsible for all activity associated with or otherwise attributable to the Application Developer's Covered Users, their Authentication Credentials and Private Keys, whether authorized or not, and whether or not Application Developer knows about such activities. Turnkey will not be responsible or liable if someone else accesses the Application Developer's (or its Covered Users') Authentication Credentials and initiates or authorizes a Signature Request or takes any other action with respect to the associated Private Keys or wallets. Application Developer will, and will require all Covered Users (including end-users of its End-User Application) to, use all reasonable means to secure hardware and software used to access or use the Services through or in connection with the Bundled Product Integration or End-User Application (including devices, Authentication Credentials and email accounts) in accordance with customary security protocols and the Documentation. Application Developer will inform Covered Users of and require them to acknowledge and agree to: (x) the risks associated with losing access to their Authentication Credentials and the failure to add a backup

authentication method, (y) the risks associated with providing the wrong email address and/or failure to secure their email address, including without limitation, in connection with the use of Email Recovery, and (z) the risks associated with exporting their Private Keys and/or using the Key Export functionality. Application Developer will promptly notify Turnkey (and in the case of an Indirect Application Developer, the Turnkey Integration Partner) if Application Developer knows or reasonably suspects that any information associated with its use of the Services (including Authentication Credentials) has been stolen or compromised. Each Account for access to and use of the Services may only be accessed and used by the specific Application Developer or Covered User for whom such Account or sub-account is created.

Email Recovery. As part of the Services, Turnkey makes available optional functionality that allows a User to enable, on behalf of themselves, their Authorized Users and/or Covered Users, the ability to recover access to User's Account (and/or a Covered User's sub-account or Private Key(s)) by triggering an email recovery flow to the email address associated with that Covered User ("**Email Recovery**"). User is solely responsible for enabling (or disabling) and implementing Email Recovery under its Account and/or by its Covered Users (including any such implementation as part of any End-User Application and/or Bundled Product Integration). Enabling email recovery will allow a User and/or Covered User to gain access to their Account (and/or sub-account) and control over the associated Private Keys, using the email address associated with that Private key, even if they do not have access to their Authentication Credentials. The Email Recovery functionality is limited to the email address provided to Turnkey upon creation of the new Covered User and as such if User or a Covered User provides the wrong email address, you or they will not be able to utilize the Email Recovery functionality and may permanently lose access to the associated Private Keys. User is solely responsible for ensuring (x) the accuracy of any email address provided to Turnkey associated with User's Account (including without limitation those provided by or on behalf of Covered Users and/or any subaccounts), and (y) access to and the security of the email accounts associated with its Account (and for ensuring your Covered Users secure their email accounts). Turnkey is not liable for any failure by User or a Covered User to enter the correct email address, loss of access to or failure to properly secure such email address and/or account, including without limitation, any unauthorized access, hacks or malicious attempts or phishing scams deployed to obtain access to Private Keys and/or Account or sub-accounts via the email address associated with that User or Covered User.

Key Export. As part of the Services, Turnkey offers optional functionality that allows Users, their Authorized Users and/or Covered Users, the ability to export or make a copy of their respective Private Key(s) generated by the Services onto their hardware device for use with another wallet provider ("**Key Export**"). User is solely responsible for enabling (or disabling) and implementing Key Export functionality under its Account and/or by its Covered Users (including any such implementation as part of any End-User Application and/or Bundled Product Integration). If User chooses to enable Key Export functionality, User agrees (x) to do so strictly in accordance with the Documentation, including without limitation with respect to the implementation of such functionality into any Bundled Product Integration or End-User Application; and (y) that User and its Covered Users will be solely responsible for the security of the exported Private Key and the Digital Assets contained therein. Notwithstanding anything to the contrary in this Agreement, following Key Export, Turnkey shall have no responsibility for or liability in connection with any exported Private Key, and/or the Digital Assets contained therein, including without limitation, for signing of transactions, enforcement of Policy Rules, any failure by User or a Covered User to properly secure their exported Private Key, or, any unauthorized access, hacks or malicious attempts or phishing scams deployed to obtain access to exported Private Keys and/or devices or accounts containing exported Private Keys. Prior to allowing a Covered User to export a Private Key, User will require its Covered Users to hold Turnkey harmless from any liability or responsibility related to exported Private Keys.

Implementation. For the avoidance of doubt, User is solely responsible for all implementation decisions User makes in connection with the Services (including as part of any Bundled Product

Integration and/or End-User Application), including without limitation, implementation choices that determine access to and/or control of Private Keys (i.e., access and/or control limited to a Covered User or granted to User on behalf of a particular Covered User), whether to enable Key Export and/or Email Recovery functionality for your Covered Users, access and permissioning for Covered Users, Account and organization structuring (including subaccount or sub-org structure), permitted types of Authentication Credentials, etc. For the avoidance of doubt, the foregoing list is provided solely as an example and does not constitute an exhaustive list of implementation considerations and/or optionality.

4. THE TURNKEY SERVICES

The Turnkey Services. For purposes of these Terms, “**Services**” means the provision of the Platform including the key management system and corresponding Authentication Credentials, the Managed Services, policy engine and Policy Rules, APIs, SDKs, support services (if applicable), and any other products, services or functionality Turnkey provides through the Site or under these Terms or an Order Form, including to the extent facilitated through a Bundled Product Integration. The “**Documentation**” means the API documentation, operator and user manuals, training materials, policy specifications for Signature Requests, compatible device and hardware list and other similar materials in hard copy or electronic form provided by Turnkey to User (including any revised versions thereof) to assist with or describe the Services, which may be updated from time-to-time. User agrees that User’s use of the Turnkey Services (including but not limited to in connection with any Bundled Product Integration, End-User Application or other application that User, a Turnkey Integration Partner or an Application Developer builds or develops that uses or connects to the Services or Platform) will at all times be in accordance with these Terms and the Documentation.

Key Generation. As part of our Services, you (and/or your Covered Users) may directly or indirectly generate Private Keys. For purposes of these Terms, a “**Private Key**” means a cryptographic key that is secret and is uniquely contained within the Services, and is used as part of a public-key cryptographic algorithm. In the context of the Services, Private Keys are generated to, among other reasons, decrypt and sign data. As explained above, in order to generate Private Keys and access the Services, you and/or your Covered Users will be required to create one or more Authentication Credentials. After creating a Private Key, User and/or a Covered User will be able to use the applicable Authentication Credentials to issue Signature Requests (as defined below) reflecting the Policy Rules established by User. Turnkey utilizes trusted execution environments and its own proprietary technology to encrypt Private Keys in a process designed to help ensure its security and confidentiality while ensuring that the User or a Covered User remains in control of the User’s or a Covered User’s Private Key(s), provided that, as between User and the Covered User, control over and access to Private Keys will be dependent on User’s implementation decisions.

Signature Requests. For purposes of these Terms, a “**Signature Request**” means instructions provided to Turnkey by or through your Account (by you or on your behalf by an Authorized User or by a Covered User) to sign data or a Protocol payload using a User’s (or Covered User’s) Private Key. Signature Requests can be used to decrypt and sign data, sign Protocol-based transactions, or take other action as approved under the Policy Rules set by the User. Turnkey enforces the Policy Rules you define through the Services in processing a Signature Request but otherwise does not validate data, broadcast transactions on any Protocol or blockchain network, or otherwise take any action related to the underlying data or Digital Assets associated with the Signature Request. You or a Covered User must utilize the applicable Authentication Credentials to initiate Signature Requests.

Policy Rules. For purposes of these Terms, “**Policy Rules**” means collectively, customizable Services usage permissions, limitations and/or conditions placed on User, Root Users, Authorized Users, Covered Users, Authentication Credentials and/or Private Keys as specified by User and as further defined in this Section 4. Amongst other things, Policy Rules govern which Authentication Credentials can initiate Signature Requests and how those Signature Requests are evaluated. Each

Signature Request will be subject to your predefined Policy Rules that will in part determine the outcome of any Signature Request. Policy Rules can be used to craft fine-grained access controls around your or your Covered Users' Private Keys and the ability to take any sensitive actions within the Services. Only you or an Authorized User with the necessary Account permissions may update Policy Rules by logging into your Account and submitting changes.

Broadcasting Transactions. Turnkey executes Signature Requests automatically, based on the parameters set in the User's Policy Rules. Because Turnkey does not have the ability to broadcast transactions to any blockchain network, once Turnkey has processed a Signature Request, User is solely responsible for broadcasting the signed transactions associated with its Account (including without limitation those associated with its Covered Users, by or through any Bundled Product Integration, End-User Application and/or other application developed by an Application Developer) to the network.

API Calls, Key Generation and Signature Request Throttling. Turnkey may set limits on the number of API calls that you can make through the Services or otherwise impose limits on Service features or functionality at its sole discretion without notice. For example, we may limit your API calls in the interest of service stability or throttle unreasonable volumes of requests. Similarly, Turnkey shall have sole discretion to determine how many Private Keys you are eligible to generate via your Account at any time. If you (or your Covered Users) exceed the limits, Turnkey may bill you for overages, moderate your (and your Covered Users') activity or cease offering you (and/or your Covered Users) access to the Turnkey APIs altogether at Turnkey's sole discretion. You agree to such limitations and will not (and will not allow your Covered Users to) attempt to circumvent such limitations.

Modifications, Enhancements and Discontinued Services. We may modify or enhance the Services, suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain existing features or restrict access to parts or all of the Services, at any time in our sole discretion. We reserve the right to remove any Content (defined below) from the Services at any time, for any reason in our sole discretion, and without notice.

Violation of Applicable Laws. Turnkey is not required to pre-screen or actively review any Signature Request, but Turnkey may refuse to complete a Signature Request if Turnkey becomes aware or reasonably suspects that the Signature Request does not comply with applicable laws. In such case, unless prohibited by law or regulation, Turnkey shall endeavor to notify User that the Signature Request was not completed.

5. AUTHORIZED AND COVERED USERS

General. User is solely responsible for selecting its Authorized Users and configuring the specific permissions and appropriate level of access for each of its Authorized Users associated with its Account, as well as the type or method of access. In addition, User is responsible for selecting and determining the manner and method of Account access and appropriate permissions for the Covered Users who are not Authorized Users. User will ensure that every Covered User complies with the applicable provisions of these Terms in connection with such Covered User's use of the Services. User is fully and directly responsible to Turnkey for any act or omission which violates these Terms by each such Covered User in connection with their use of the Services and/or the Platform (including through any Bundled Product Integration and/or End-User Application). User will, and will require all Covered Users to, use all reasonable means to secure hardware and software used to access the Services (including Authentication Credentials and email accounts) in accordance with customary security protocols and the Documentation. User will promptly notify Turnkey if User or any Covered User knows or reasonably suspects that any information (including Authentication Credentials) has been compromised. Each account (including sub-accounts) for access to and use of the Services may only be accessed and used by the specific Covered User for whom such account or sub-account is created.

End User Authorization. If you are a Turnkey Integration Partner or Application Developer, your end-customers (including your Application Developers and their authorized users and/or end users of any End-User Application) are considered your Covered Users under these Terms. User is solely responsible for and has sole discretion over: (x) determining whether any User end-customers (and if applicable, their authorized users and end-users) are eligible to directly or indirectly use the Services and/or the Platform (including through any Bundled Product Integration and/or End-User Application), and the level of access, including, without limitation, determining end-customer (and if applicable, their authorized users and end-users) authorization to create and use Authentication Credentials and initiate Signature Requests, and/or eligibility to use any other features as implemented by User; and (y) ensuring that such User end-customers (and if applicable, their authorized users and end-users) comply with the Terms and all applicable laws, rules and regulations. Further, and without limitation of any other provision of these Terms, User shall be solely responsible for all aspects of any customer service available to applicable Covered Users. Without limiting the foregoing, User acknowledges and agrees that User will not permit any Covered User to access any portion of the Services or Platform (or Bundled Product Integration or End-User Application) if the Covered User is located, ordinarily resident, organized, established, or domiciled in Cuba, Iran, North Korea, Syria, the Crimea, Donetsk, and Luhansk Regions of Ukraine, Russia, or any other country or jurisdiction against which the U.S. maintains comprehensive economic sanctions or an arms embargo (“**Sanctioned Countries**”).

Prevention of Unauthorized Use. User, and each Root User and Authorized User individually affirm to Turnkey that Authorized User is authorized to act on behalf of User’s business. User affirms to Turnkey that each other Covered User is authorized to utilize the Services and/or the Platform through User’s Account. User will cooperate with Turnkey and engage in commercially reasonable efforts to detect unauthorized or fraudulent activity in connection with Services and any User-provided services and/or applications (including any Bundled Product Integration and/or End-User Application). Further, and without limitation of any other provision of these Terms, User shall be solely responsible for the implementation of, provision and support of, as well as all other aspects of or relating to any User service and/or application (including any Bundled Product Integration and/or End-User Application) available to applicable Covered Users including User end-customers (and if applicable, their authorized users).

6. USER REPRESENTATIONS AND WARRANTIES

Without limiting any other representation or warranty made by User in these Terms, you further represent and warrant to Turnkey that:

If you are an individual, you are of legal age to form a binding contract.

If you are entering into these Terms on behalf of a company, legal entity or other organization, you represent that you have the authority to bind the company, entity or organization to these Terms.

You and your Covered Users will comply with all laws and regulations that apply to you, your Covered Users, your and your Covered Users’ use of the Services, and your and your Covered Users actions and omissions that relate to the Services, including but not limited to export restrictions, end-user restrictions, antiterrorism laws, anti-money laundering laws, and economic sanctions. If your or your Covered Users’ use of the Services is prohibited by applicable laws or regulations, then you and your Covered Users aren't authorized to use the Services. If permits and licenses are required for you or your Covered Users to use the Services, you must first obtain those prior to such use. Turnkey is not responsible for your or your Covered Users’ use of the Services in a way that breaks the law or violates applicable regulations.

If you are a Turnkey Integration Partner or Application Developer, any Bundled Product Integration, End-User Application or other application you develop or provide is and at all times will be in compliance with all applicable laws and regulations and you have obtained and will maintain all required permits, licenses, registrations and/or regulatory approvals necessary for your provision of such Bundled Product Integration, End-User Application or other application.

You will, and you will require your Covered Users to, use the Services, at all times, in accordance with the Documentation, including without limitation, through or in connection with any Bundled Product Integration and/or End-User Application.

Neither you, your Covered Users, nor anyone controlling or acting on your (or your Covered Users') behalf, including but not limited to any relevant subsidiaries, affiliates, officers, directors, employees, agents, contractors, consultants, or ultimate beneficial owners, are: (i) located in a Sanctioned Country (as defined below); (ii) dealing with persons who are located, ordinarily resident, organized, established, or domiciled in a Sanctioned Country or have been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and (iii) that you have controls in place that are designed to ensure that this remains the case.

If you are a company, entity or other organization, you do and will maintain and implement the following: (i) a reasonably designed compliance program that conforms with all applicable U.S. and non-U.S. export control and trade sanctions laws; (ii) an anti-money laundering, sanctions, and fraud prevention compliance standards consistent with its operations; and (iii) such other programs, policies, and procedures required or appropriate to ensure that any use of the Services by you and your Covered Users complies with applicable laws, rules and regulations ((i)-(iii)) collectively, the "**Minimum Compliance Policy Requirements**").

You will not instruct or otherwise cause Turnkey to engage in any activity that would cause Turnkey to violate applicable laws and regulations, including applicable sanctions laws and applicable anti-money laundering, counter-terrorist financing, or anti-corruption laws and regulations.

You will comply with (1) all applicable privacy laws and regulations including those applying to personal data (including without limitation, the personal data of your Covered Users) and (2) Turnkey's Privacy Policy, which governs your use of the Services. You will provide and adhere to a privacy policy that clearly and accurately describes to your Covered Users what personal information you collect and how you use and share such information (including for advertising) with Turnkey and third parties.

If you are a Turnkey Integration Partner, you will (i) prior to permitting any Application Developer to use or access the Services, including through any Bundled Product Integration, (x) require each Application Developer to agree to any applicable User terms of use and privacy policies, (y) screen each Application Developer in accordance with your applicable compliance policies (including without limitation the Minimum Compliance Policy Requirements set forth in this Section 6); (ii) as a condition of using the Bundled Product Integration, you will require each Application Developer to acknowledge and agree to the these Terms and the Turnkey Privacy Policy; (iii) you will promptly notify each Application Developer whenever these Terms are amended; and (iv) you will ensure each Application Developer is aware of and acknowledges all risks contained in these Terms, including without limitation, responsibilities and risks related to Authentication Credentials, Email Recovery and Key Export. Furthermore, you will engage in commercially reasonable efforts, in good faith, to ensure that the implementation and/or use of the Bundled Product

Integration by each Application Developer is in accordance with all applicable laws, rules and regulations, these Terms, the foregoing requirements and the Documentation.

If you are an Application Developer you will (i) include in your End-User Application terms of service ("**End-User Application Terms**") (x) that such end user's use of the End-User Application must comply with applicable law, (y) restrictions and obligations and acknowledgement of risks applicable to end-users that are consistent with those restrictions and obligations and acknowledgement of risks contained in these Terms, including without limitation, responsibilities and risks related to Authentication Credentials, Email Recovery and Key Export, (z) hold Turnkey harmless from and in connection with any and all responsibility or liability related to the risks set forth in these Terms, including without limitation, exported Private Keys; (ii) require end-users to agree to the End-User Application Terms prior to being able to use the End-User Application; (iii) monitor the activity of end-users within the End-User Application for their compliance with the End-User Application Terms; (iv) use commercially reasonable efforts to enforce such End-User Application Terms after you become aware of such non-compliance by an end-user; (v) screen each end-user in accordance with your applicable compliance policies (including without limitation the Minimum Compliance Policy Requirements set forth in this Section 6). Furthermore, you will engage in commercially reasonable efforts, in good faith, to ensure that the implementation and/or use of the End-User Application by each end-user is in accordance with all applicable laws, rules and regulations, these Terms, the foregoing requirements and the Documentation.

If you are a Turnkey Integration Partner or Application Developer, you understand the inherent risks associated with cryptographic systems and you have an understanding of the usage and intricacies of native cryptographic tokens, smart-contract based tokens and blockchain-based software systems.

Upon request, you will provide Turnkey with information and records required to satisfy Turnkey's legal obligations, including without limitation, information or additional documentation from Covered Users.

You will promptly inform Turnkey in writing if any of the above representations and warranties cease to be true.

7. FEES AND BILLING

Plans & Subscriptions. You can find a description of our Service tiers, subscription plans and pricing options on our website, and we will explain additional Service options that are available to you from time-to-time. Certain Service tiers are provided to you free-of-charge, but we reserve the right to charge for certain or all Services in the future. Some features and functionality may only be available under paid plans or tiers or may be subject to limitations or additional fees.

Paid Services. The fees for the Services shall be as presented to you when you sign up to use or access the Services and are subject to the payment terms applicable to the plan or tier associated with your Account. Please note that any payment terms and/or associated usage limitations presented to you in the process of using or signing up for the Services (including, without limitation, when selecting a subscription plan or tier) are deemed part of these Terms. Service plans or tiers are automatically renewing subscriptions that may require recurring payments (depending on the plan selected or unless explicitly stated otherwise). We reserve the right to change those fees at our discretion with notice.

Billing. We use a third-party payment processor to bill you through a payment account linked to your Account for use of the Services. The processing of payments through a payment processor will be subject to the terms, conditions and privacy policies of the payment processor. By choosing to

use the Services, you agree to pay us, through a payment processor, in accordance with the applicable payment terms. We reserve the right to correct any errors or mistakes that the payment processor makes even if it has already requested or received payment. You agree to pay us based on all activity that occurs under or associated with your Account and your Covered Users (including any and all activity by or through any Bundled Product Integration and/or End-User Application).

Payment Method. The terms of your payment will be based on your payment method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. If we, through the payment processor, do not receive payment from you, you agree to pay all amounts due on your billing account upon demand.

Recurring Billing. If you choose a recurring payment plan, we will automatically charge your credit card in the amount of your usage, in accordance with your subscription plan or tier, in arrears on a monthly basis until your service is terminated. By choosing a recurring payment plan, you acknowledge that such Services have a recurring payment feature, and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT.

Current information required. You must provide current, complete and accurate information for billing in your Account. You must promptly update all information relevant to billing to keep your Account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or our payment processor if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your Authentication Credentials. Changes to such information can be made in your Account settings. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of the Services under your Account unless and until you have terminated your use of the Services, provided that, you will remain responsible for paying all usage-based fees you incur prior to such termination.

Auto-Renewal. If you have signed up for a subscription-based plan, unless you have terminated your subscription, any Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current rate for the applicable Service (which rates are subject to change at any time at our discretion). To change or resign your Services at any time, go to Account settings. If you terminate your use of the Services, you will only be billed for your usage prior to termination. However, if applicable, you will not be eligible for a prorated refund of any portion of a subscription fee already paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE SERVICES THROUGH YOUR ACCOUNT SETTINGS OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE RECURRING TERM.

Reaffirmation of Authorization. Your non-termination or continued use of the Services reaffirms that we are authorized to charge your payment method for the Services. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Services.

Abusive Usage. Turnkey may monitor the Services for users abusing, circumventing, or attempting to abuse or circumvent restrictions associated with the Services or any applicable subscription plans or tiers. Turnkey may take action against you including, but not limited to, billing you for overages,

requiring you to upgrade your plan, discontinuing your, or your Covered Users,' use of the Services or your plan, or terminating your, or your Covered Users', access to the Services if it is determined by Turnkey, in its sole discretion, that you or your Covered Users employed means, or that your Bundled Product Integration, End-User Application or other application or service permitted others, to circumvent any restriction or limitation applicable to the Services or your plan.

Taxes. The fees are exclusive of, and User will be solely responsible for, all applicable taxes in connection with these Terms (including any Order Form hereunder), including any sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties (but excluding taxes based on Turnkey's net income). Should any payment for the Services provided by User be subject to withholding tax by any taxing authority, User will reimburse Turnkey for such withholding tax.

8. LICENSES AND OWNERSHIP

Turnkey Services License Grant. Subject to User's compliance with the terms and conditions of these Terms, Turnkey hereby grants User a limited, revocable, worldwide, non-exclusive, non-transferable (subject to the User Content section below), non-sublicensable right to use the Services for User's personal or internal business purposes so long as the User remains subject to these Terms; provided that User strictly complies with the restrictions set forth in Section 11 of these Terms.

Turnkey's Intellectual Property. Subject to the foregoing, Turnkey and its licensors exclusively own all right, title and interest in and to the Turnkey logo and Turnkey marks (the "**Turnkey Marks**"), the Platform, the Documentation, Services Output, the Services, all improvements, modifications or enhancements to, or derivative works of, the foregoing, and all Intellectual Property Rights (as defined below) in and to any of the foregoing (together with the Turnkey Marks, collectively the "**Turnkey IP**") and Content (excluding User Content), including all associated Intellectual Property Rights. For purposes of these Terms: "**Intellectual Property Rights**" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world. You acknowledge that the Turnkey IP and Content (excluding User Content) are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content (excluding User Content).

Ownership of User Content. For purposes of these Terms: (i) "**Content**" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; (ii) "**User Content**" means any Content that you make available through the Services including any Signature Request details generated through the Platform; and "**Services Output**" means all data, information and materials generated by the Services based on User Content, including data models and data output. Content includes without limitation User Content. We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content unless otherwise specified by these Terms.

Your License Grant to Turnkey. In order to operate and provide our Services, you grant us a worldwide, fully paid-up, non-exclusive, royalty-free, sublicensable, and transferable license to (i) use, copy, distribute, create derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive on the Platform or through our Services, (ii) use your brand (which includes all of your service marks, trademarks, logos, brand names or trade names), and copyrighted material to the extent it is incorporated into your application (including any Bundled Product Integration and/or End-User Application) and in connection with the provision, maintenance, development and promotion of the Turnkey Services, and (iii) use, perform, display to the public,

reproduce, distribute, make available, and import your application (including any Bundled Product Integration and/or End-User Application) to provide, maintain, develop and market the Turnkey Services. The rights you grant in this license are for the limited purpose of operating, providing and promoting our Services. Additional information about your privacy and how we collect, use, and share your information is available in the Privacy Policy.

Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you, and you grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to freely and without restriction use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Open Source and Third Party Software. The Services may include open source or third party software (“**Third Party Software**”), and such software is made available to you under the terms of the applicable licenses. Where Third Party Software is provided on an “as is” basis, without any representations or warranties of any kind, neither does Turnkey make any representations or warranties, and all Third Party Software is subject to the limits on liability of these Terms.

Aggregated Data. Notwithstanding the provisions above in this Section 8, Turnkey may combine any anonymized data, and use such combined data, or a subset thereof (provided that for any such combined data or subset thereof a majority of such data may not consist of User Content), in strictly an aggregate and anonymous manner where such data becomes derived data. The derived data shall not identify User, any Authorized User, any client or investment vehicle of User or any Authorized User, or any holdings, positions, investments or portfolios of User or any User. User hereby agrees that Turnkey is the exclusive owner of all such derived data.

User Content Warranties. You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the Intellectual Property Rights or any other rights of any third party.

Public Statements. You will not make any statement regarding your use of the Turnkey Services which suggests partnership with, sponsorship by, or endorsement by Turnkey without Turnkey’s prior written approval.

Reservation of Rights. Nothing in these Terms or the performance thereof will operate to grant User any right, title or interest, whether by implication, estoppel or otherwise, in or to the Turnkey IP, other than as expressly set forth in these Terms. As between the parties, Turnkey will exclusively own all right, title and interest in and to the Turnkey IP. Subject to these Terms, all Intellectual Property Rights created in any such Turnkey IP will become property of Turnkey upon creation, and to the extent that sole ownership does not originally vest in Turnkey, such Intellectual Property Rights are hereby automatically and irrevocably assigned by User (and its Authorized Users) to Turnkey. User will, and will ensure the Authorized Users will, take any and all actions and execute any and all documents necessary to give effect to the preceding sentence. Each party hereby expressly reserves all Intellectual Property Rights not expressly granted hereunder.

Non-Exclusivity. You acknowledge and agree that Turnkey may now, or in the future, develop products or services that may compete with your products or services (including any Bundled Product Integration and/or End-User Application).

Digital Asset Ownership. As a non-custodial private key management solution, Turnkey does not act as a custodian with respect to your or your Covered Users’ Digital Assets. Turnkey does not have the ability to access, move or transfer funds on your or your Covered Users’ behalf. Title to and control over your (and your Covered Users’, as applicable) Digital Assets shall at all times remain with you (and your Covered Users) and shall not transfer to Turnkey. As between you and Turnkey, as the owner of Digital Assets used in connection with the Turnkey Services, you (and your Covered

Users) shall bear all risk of loss of such Digital Assets. Turnkey shall have no liability for Digital Asset fluctuations. None of the Digital Assets used in connection with the Turnkey Services are the property of, or shall or may be loaned or transferred to, Turnkey; Turnkey does not represent or treat Digital Assets associated with Private Keys generated through your or your Covered Users' use of the Services as belonging to Turnkey. Turnkey does not have the ability to withdraw, transfer, buy, or sell your or your Covered Users' Digital Assets. At all times, you and/or your Covered Users have sole control over the Authentication Credentials required to utilize your or their Private Keys and only you and/or your Covered Users have the ability to transfer the Digital Assets associated with those Private Keys.

9. CUSTOMER SUPPORT

Turnkey will use commercially reasonable efforts to provide technical support to User in connection with its use of the Services in accordance with Turnkey's then standard practices and/or pursuant to the applicable level of customer service and/or technical support provided under User's currently effective Service tier or subscription plan, if any. Turnkey will endeavor to make the Services and Platform available to User except during Excused Downtime. For purposes of these Terms, "**Excused Downtime**" means: (i) planned downtime (with reasonable advance notice to User) of the Services and/or Platform; (ii) emergency downtime of the Services and/or Platform; and (iii) any unavailability of the Services and/or Platform due to your Bundled Product Integration or End-User Application or otherwise caused by circumstances beyond Turnkey's reasonable control. For the avoidance of doubt, User shall be solely responsible for providing any customer, technical or other forms of support with respect to User's Bundled Product Integration and/or End-User Application to its Covered Users and end-users of the foregoing (including any Indirect Application Developers).

10. TERMINATION

We may terminate Users (and/or any Covered User's) access to and use of the Services, or any portion thereof, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following the account closure instructions in the Platform or by reaching out to hello@turnkey.com. Upon any termination, discontinuation or cancellation of Services or your Account all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the Services (including the Platform) and Content thereon in any way whatsoever, other than Key Export functionality, if applicable and enabled by you. Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, and without limiting the foregoing, all of the following will survive termination: any obligation you have to pay us (if applicable), indemnification obligations, any limitations on our liability, and any terms regarding disputes between us, including without limitation the Arbitration Agreement. Following cancellation of your Account, Turnkey has no responsibility to maintain any of your data on your behalf.

For a period of 90 days following termination of your Account or ineligibility to continue using the Services, unless prohibited by law or government order, and provided that User has properly implemented Key Export functionality in accordance with the Documentation and any implementation instructions (including without limitation, ensuring that all Covered Users have provided a valid email address), User (and/or Covered Users) may continue using the Key Export functionality to export your and their Private Keys as set forth in, and in accordance with, the Documentation. Please note that if you (or your Covered Users) choose to export your or their Private Keys, you and your Covered Users will be solely responsible for the safekeeping, security and use of those Private Keys and any and all Digital Assets associated therewith. Turnkey shall have no responsibility for or liability with respect to any Private Key following Key Export.

11. RESTRICTIONS AND PROHIBITED USE

Any violation of these Terms, including the restrictions described below, may result in suspension or termination of your access or use of all or any part of the Services in Turnkey's sole discretion. You agree to follow the restrictions below and you will not encourage or facilitate others to violate these restrictions.

User shall not (and will require its Covered Users not to), and shall not encourage or authorize others to (including without limitation through or by means of any Bundled Product Integration and/or End-User Application):

- Use, display, mirror or frame the Services or any individual element within the Services, Turnkey's name, any Turnkey Mark, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Turnkey's express written consent;
- Access, tamper with, or use non-public areas of the Services, Turnkey's computer systems, or the technical delivery systems of Turnkey's providers;
- Attempt to probe, scan or test the vulnerability of any Turnkey system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Turnkey or any of Turnkey's providers or any other third party (including another user) to protect the Services;
- Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Turnkey or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Turnkey Mark, trademark, logo URL or product name without Turnkey's express written consent;
- Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Copy, rent, lease, sell, sublicense, or otherwise transfer your rights in the Services to a third party;
- Alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Services;
- Use or access the Services for purposes of monitoring the availability, performance, or functionality of any of Turnkey's products and service or for any other benchmarking purposes;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation, including, without limitation any related to the custody and/or transmission of money and/or Digital Assets, and/or applicable anti-money laundering and anti-terrorism financing laws and sanctions programs, including, without

limitation, the Bank Secrecy Act and those enforced by the U.S. Department of Treasury's Office of Foreign Assets Controls and any other export control laws; or

- Encourage, permit or enable any other individual to do any of the foregoing.

Although we have no obligation to monitor any User Content, we retain discretion to review, monitor, or take any action related to User Content at any time and for any reason without notice and if required or requested to do so, we may consult and cooperate with law enforcement authorities to prosecute users who violate the law. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

12. DISCLAIMERS

NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT TURNKEY DOES NOT HAVE ACCESS TO YOUR ACCOUNT OR YOUR, OR YOUR COVERED USERS', PRIVATE KEYS AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR ACCOUNT. TURNKEY HEREBY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR OR IN CONNECTION WITH YOUR ACCOUNT, WITH YOUR (AND/OR YOUR COVERED USERS') PRIVATE KEYS, AUTHENTICATION CREDENTIALS, AND ANY DIGITAL ASSETS, TRANSACTIONS, AND/OR SIGNATURE REQUESTS AS APPLICABLE TO YOUR AND/OR YOUR COVERED USERS' DIRECT OR INDIRECT USE OF THE SERVICES OR PLATFORM (INCLUDING WITHOUT LIMITATION THROUGH ANY BUNDLED PRODUCT INTEGRATION AND/OR END-USER APPLICATION) THEREON OR THERETHROUGH, AND YOU AND YOUR COVERED USERS AGREE TO HOLD TURNKEY HARMLESS FROM AND IN CONNECTION WITH ANY SUCH LIABILITY OR RESPONSIBILITY.

FURTHERMORE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, WITH RESPECT TO ANY EXPORTED PRIVATE KEY, TURNKEY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO THE PRIVATE KEY COPY AND ANY DIGITAL ASSETS THAT WERE ASSOCIATED WITH SUCH PRIVATE KEY ON OR THROUGH TURNKEY'S SERVICES OR PLATFORM (INCLUDING THROUGH ANY BUNDLED PRODUCT INTEGRATION AND/OR END-USER APPLICATION). YOU (ALONG WITH YOUR COVERED USERS) WILL BE SOLELY RESPONSIBLE FOR THE MANAGEMENT OF SUCH PRIVATE KEY COPY AND FOR KEEPING SUCH PRIVATE KEY COPY SECURE, AND TURNKEY WILL NOT ASSIST YOU OR YOUR COVERED USERS WITH STORING, USING, MANAGING OR SECURING SUCH PRIVATE KEY COPY. IF YOU OR YOUR COVERED USERS LOSE ACCESS TO SUCH PRIVATE KEY COPY, YOU AND YOUR COVERED USERS ACKNOWLEDGE AND AGREE THAT TURNKEY HAS NO ABILITY TO ASSIST YOU OR YOUR COVERED USERS IN RETRIEVING OR ACCESSING THAT PRIVATE KEY COPY AND ANY DIGITAL ASSETS ASSOCIATED WITH THAT PRIVATE KEY COPY WILL BECOME PERMANENTLY INACCESSIBLE. TURNKEY IS NOT RESPONSIBLE FOR AND WILL NOT PROVIDE ANY SUPPORT OR CUSTOMER SERVICE RELATED TO YOUR OR YOUR COVERED USERS' USE OF SUCH PRIVATE KEY WITH ANY OTHER WALLET SOFTWARE OR HARDWARE, AND TURNKEY MAKES NO REPRESENTATION THAT ANY OTHER SOFTWARE OR HARDWARE WILL BE COMPATIBLE WITH SUCH PRIVATE KEY AFTER EXPORT. TURNKEY SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER WITH RESPECT TO ANY OF THE FOREGOING AND YOU (AND YOUR COVERED USERS) AGREE TO HOLD TURNKEY HARMLESS FROM AND IN CONNECTION WITH ANY SUCH LIABILITY OR RESPONSIBILITY.

Turnkey cannot access raw Private Key information for you or your Covered Users, and we cannot unilaterally initiate a Signature Request. We are not your, or any Covered User's, broker, intermediary, agent, advisor, or custodian, and we do not have a fiduciary relationship or obligation to you or your Covered Users regarding any other decisions or activities that you or your Covered Users effect when using your or their Private Key(s) or our Services, the Platform or through any Bundled Product Integration and/or End-User Application. We are not responsible for any activities that you or your Covered Users engage in when using your or their Private Key(s), and you should understand, and ensure your Covered Users understand, the risks associated with Digital Assets. You are solely responsible for any and all Signature Requests that are initiated through your Account

and we make no, and hereby disclaim all, representations, warranties, claims and assurances as to any Signature Requests.

You have complete control over and responsibility for your Digital Assets, and Turnkey will not be liable for any decisions or actions you take, or fail to take, in connection with your Digital Assets. Turnkey does not issue, buy, sell, transfer, or custody Digital Assets nor does Turnkey facilitate or make any recommendations related to, whether directly or indirectly, the issuance, purchase, or sale of any Digital Assets.

Turnkey's sole responsibility is to execute a Signature Request that conforms to the Policy Rules. Turnkey will not review the accuracy of any Signature Requests or Policy Rule changes. We make no representations and warranties as to any consequences of your or your Covered Users' use of the Services, the Platform (including through any Bundled Product Integration and/or End-User Application) related to initiating Signature Requests, including but not limited to any and all legal, regulatory and/or tax consequences. You acknowledge and agree that you are solely responsible for all aspects of establishing and updating Policy Rules, initiating Signature Requests, or otherwise using the Services and managing your Digital Assets, including any actions of Covered Users, and including by through or by means of any Bundled Product Integration and/or End-User Application.

Turnkey is not registered with the U.S. Securities and Exchange Commission or with any state, federal, or international regulator nor is it a financial institution, money services business or money transmitter. You acknowledge (and you will require your Covered Users to acknowledge) that Digital Assets are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

Turnkey assumes no responsibility for the operation of the underlying Protocols and is not able to guarantee the functionality or security of network operations. In particular, the underlying Protocols may be subject to sudden changes in operating rules. Any such operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Asset you own. Turnkey does not control the timing and features of these material operating changes. In the event of any such operational change, Turnkey reserves the right to take such steps as may be necessary to protect the security and safety of its Services and/or the Platform, including temporarily suspending operations for the involved asset(s), and other necessary steps; Turnkey will use its best efforts to provide User with notice of its response to any material operating change; however, such changes are outside of Turnkey's control and may occur without notice to Turnkey. Turnkey's response to any material operating change is subject to its sole discretion and includes deciding not to support functionality associated with any underlying Protocol. User acknowledges and accepts the risks of operating changes to Digital Asset Protocols and agrees that Turnkey is not responsible for such operating changes and not liable for any loss of value or missed rewards User or Covered Users may experience as a result of such changes in operating rules.

The Services may not support curve encryption formats necessary for Private Key generation for certain blockchain networks, as may be described further in the Documentation. Under no circumstances should you or your Covered Users attempt to use the Services, the Platform, any Bundled Product Integration and/or End-User Application to store, send, request, or receive any assets on blockchain networks and/or curve encryption formats that we do not support. We assume no responsibility in connection with any attempt to use our Services, the Platform, any Bundled Product Integration and/or End-User Application with blockchain networks and/or curve encryption formats that we do not support. You acknowledge and agree (and will require your Covered Users to acknowledge and agree) that we are not liable for any digital asset that is sent to a Turnkey wallet on an unsupported blockchain network or curve encryption format.

Informational Purposes Only; No Advice. For the avoidance of doubt, the Services do not include nor does Turnkey provide financial, investment, tax, legal, regulatory, accounting, business, or other advice, and you are solely responsible for determining whether any development, investment,

investment strategy, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. Information provided by Turnkey on the Turnkey Site or otherwise (including links to any third-party sites or communications with Turnkey representatives) does not constitute investment advice, financial advice, trading advice, legal advice, tax advice or any other sort of advice or recommendation, and you should not treat it as such. Turnkey does not recommend that any digital asset should be bought, earned, sold, or held by you. Turnkey will not be held responsible for the decisions you or your Covered Users make to buy, sell, or hold any digital asset based on the information provided by Turnkey.

13. ACKNOWLEDGMENT OF RISKS

By accessing or using the Services in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; digital assets, including the usage and intricacies of native digital assets, like Ether (ETH); smart contract-based tokens, such as those that follow the Ethereum Token Standard; and systems that interact with blockchain-based networks. Turnkey does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it.

By accessing or using the Services, the Platform, any Bundled Product Integration and/or End-User Application you acknowledge and agree (a) that Turnkey is not responsible for the operation of the software and networks underlying the Services, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Services.

Blockchain networks use public/private key cryptography. Encrypted forms of Private Key(s) are stored at Turnkey’s servers, however we do not have access to your or your Covered Users’ raw Private Key(s). We have access to encrypted Private Key data only and only a User or Covered User may access raw Private Key(s). Neither Turnkey nor any other person or entity (other than your Covered Users, as authorized by you) will be able to unilaterally retrieve or move the Digital Assets controlled by the Private Keys associated with your Account.

User is responsible for determining whether to implement and/or offer Key Export functionality for User’s Account and/or for its Covered Users. Should Turnkey suddenly go offline or cease offering the Services permanently for any reason, Users and Covered Users could potentially lose control and access to the Digital Assets associated with the Private Key(s) forever. Similarly, should a Turnkey Integration Partner or Application Developer or any Bundled Product Integration and/or End-User Application suddenly go offline or cease offering its products services and/or applications permanently for any reason, Covered Users could potentially lose control and access to the Digital Assets associated with their Private Key(s) forever. It is up to the User to enable Key Export functionality for itself and its Covered Users or to pre-sign transactions to move User’s and Covered Users’ Digital Assets to another wallet address for future broadcasting to account for this risk. If User or a Covered User chooses to export Private Keys, User agrees (and will require its Covered Users to agree) (x) to do so strictly in accordance with the Documentation; and (y) that User (and its Covered Users) will be solely responsible for the security of the exported Private Key, the associated wallet and the Digital Assets contained therein.

Turnkey does not have access to your Account. You alone are responsible for securing your Authentication Credentials. If you lock yourself out of your Account, we cannot help you get back into your Account or reset your Authentication Credentials. Losing control of Authentication Credentials will permanently and irreversibly deny you access to Digital Assets on the blockchain-based network and it is possible that you may lose access to your Account and Private Key

information forever. If this occurs, then you will not be able to realize any value or utility from the Digital Assets that you may hold.

You understand that our Platform remains under development, which creates technological, and other risks when using or accessing the Platform. These risks include, among others, delays in signing Signature Requests or retrieving Private Key data resulting from the servers of Turnkey being offline; or an incorrect display of information on the Platform in the case of server errors. You acknowledge that these risks may have a material impact on your use of the Platform, which may result in, among other things, your failing to fulfill transactions at your desired price or at all.

We must comply with applicable laws, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests.

You agree and acknowledge, and will require your Covered Users to agree and acknowledge, that Turnkey will have no obligation or responsibility with respect to any Private Keys (including without limitation, no obligation or responsibility to process Signature Requests) after termination of your Account (and/or their subaccount) or expiration of the Terms (and/or applicable Order Form), other than to make available the Key Export functionality, provided that, and only to the extent that, such you have enabled such functionality on behalf of your Covered Users. Notwithstanding anything to the contrary in this Agreement, Turnkey shall have no responsibility for or liability in connection with any exported Private Key, the associated wallet and/or the Digital Assets contained therein, or for a Covered Users' inability to access Key Export due to Users' implementation decisions.

You hereby acknowledge and agree (and you will require your Covered Users to acknowledge and agree) that Turnkey will have no responsibility or liability for the risks set forth in this Section 13. You (and you will require your Covered Users to) hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Turnkey, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 13.

14. WARRANTY DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES AND OUR PLATFORM (INCLUDING THROUGH ANY BUNDLED PRODUCT INTEGRATION AND/OR END-USER APPLICATION) IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SERVICES, OUR PLATFORM, THE DOCUMENTATION AND ANY OTHER MATERIAL WE PROVIDE OR MAKE AVAILABLE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TURNKEY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND/OR NON-INFRINGEMENT. TURNKEY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES, THE PLATFORM, THE DOCUMENTATION OR ANY OF THE MATERIAL OR CONTENT CONTAINED THEREIN OR OTHERWISE MADE AVAILABLE WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE, OR THAT THE DOCUMENTATION OR OTHER CONTENT OR MATERIAL WILL BE ACCURATE, RELIABLE, TRUTHFUL, OR COMPLETE.

ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TURNKEY HEREBY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR OR IN CONNECTION WITH (A) ANY KEY MANAGEMENT SERVICE, INCLUDING WITHOUT LIMITATION ANY HANDLING, MISHANDLING, DISCLOSURE (INCLUDING UNAUTHORIZED DISCLOSURE), USE, OR MISUSE, OF ANY PRIVATE KEYS OR FAILURE BY US OR OUR SERVICE PROVIDERS TO PROVIDE ANY DECRYPTION KEYS TO YOU OR YOUR COVERED USERS, (B) TURNKEY'S ACTS OR OMISSIONS IN CONNECTION WITH ITS

ASSISTANCE IN OBTAINING ANY DECRYPTION KEY FOR YOU OR YOUR COVERED USERS, INCLUDING TURNKEY'S FAILURE TO DO SO OR ITS NEGLIGENCE IN CONNECTION WITH SUCH ASSISTANCE (INCLUDING WITHOUT LIMITATION TURNKEY'S ACCIDENTAL OR IMPROPER DISCLOSURE OF AUTHENTICATION CREDENTIALS IN CONNECTION THEREWITH), (C) YOUR OR YOUR COVERED USERS' ACCESS TO, INABILITY TO ACCESS, MISHANDLING OR DISCLOSURE OF, OR FAILURE TO PROPERLY SECURE, THE AUTHENTICATION CREDENTIALS ASSOCIATED WITH YOUR ACCOUNT, (D) ANY USE, MISUSE OR IMPLEMENTATION OF ANY BUNDLED PRODUCT INTEGRATION OR END-USER APPLICATION, INCLUDING WITHOUT LIMITATION, THE IMPLEMENTATION OF THE SERVICES OR PLATFORM IN CONNECTION WITH ANY BUNDLED PRODUCT INTEGRATION AND/OR END-USER APPLICATION, (E) IMPLEMENTATION OF (OR FAILURE TO IMPLEMENT OR ENABLE) KEY EXPORT FUNCTIONALITY AND/OR EXPORTED PRIVATE KEYS, INCLUDING WITHOUT LIMITATION, ANY DIGITAL ASSETS ASSOCIATED WITH EXPORTED PRIVATE KEYS, (F) IMPLEMENTATION OF (OR FAILURE TO IMPLEMENT OR ENABLE) EMAIL RECOVERY, INCLUDING WITHOUT LIMITATION, YOUR OR YOUR COVERED USERS' ACCESS TO, INABILITY TO ACCESS, MISHANDLING OF, OR FAILURE TO SECURE ANY EMAIL ADDRESS OR ACCOUNT USED IN CONNECTION THEREWITH.

15. INDEMNITY

To the extent permitted under applicable law, you agree to indemnify and hold harmless Turnkey and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your, or your Covered Users', access to, use or misuse of the Services, the Platform, the Turnkey Site, your Account, or Content, including without limitation, any Bundled Product Integration and/or End-User Application, (ii) your User Content, (iii) third party materials, (iv) any use or misuse of your or your Covered Users' Authentication Credentials, or any other Authentication Credentials otherwise associated with your Account, (v) any content, data or information routed into or used in connection with the Services by you, your Covered Users or others acting on your behalf (or otherwise authorized by you or your Covered Users), (vi) the use or misuse of any service or application you or your Covered Users develop, provide or make available through the use of the Services or the Platform (including without limitation any Bundled Product Integration and/or End-User Application made available directly or indirectly by you or your Covered Users), (vii) your or your Covered Users' violation of these Terms or failure to comply with applicable laws and/or regulations, (viii) any modifications, alterations, adaptations to, or implementations of, the Services or Platform inconsistent with the Documentation, or (ix) your or your Covered Users' violation of any third party right, including without limitation, any third party Intellectual Property Rights. Turnkey reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Turnkey's defense of such matter. You may not settle or compromise any such claim without Turnkey's written consent.

If Turnkey reasonably believes the Services or the Platform (or any component thereof) could infringe any third party's Intellectual Property Rights, Turnkey may, at its sole option and expense use commercially reasonable efforts to: (i) procure the right for User to continue using the Services (or any infringing component thereof) to make it non-infringing without materially reducing its functionality; or (ii) replace the Services (or any infringing component thereof) with a non-infringing alternative that is functionally equivalent in all material respects. If the foregoing remedies are not available to Turnkey on commercially reasonable terms, then Turnkey may suspend or terminate User's use of the Services upon notice to User.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TURNKEY NOR ITS SERVICE PROVIDERS (INCLUDING THOSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES) WILL

BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF FUNDS OR DIGITAL ASSETS, MISSED REWARDS OR SLASHING PENALTIES, FAILURE TO OBTAIN ACCOUNT ACCESS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA, CUSTOMERS OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR OTHERWISE FROM THE USE OF OR INABILITY TO USE THE SERVICES OR PLATFORM (INCLUDING WITHOUT LIMITATION ANY BUNDLED PRODUCT INTEGRATION AND/OR END-USER APPLICATION), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TURNKEY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL TURNKEY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR PLATFORM (INCLUDING WITHOUT LIMITATION ANY BUNDLED PRODUCT INTEGRATION AND/OR END-USER APPLICATION) EXCEED THE AMOUNTS YOU HAVE PAID TO TURNKEY FOR USE OF THE SERVICES FOR THE PRIOR SIX (6) MONTH PERIOD.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TURNKEY AND YOU.

17. CHOICE OF LAW AND ARBITRATION AGREEMENT

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to the conflicts of laws provisions thereof.

Agreement to Arbitrate. This Section is referred to as the “**Arbitration Agreement.**” User agrees that any and all disputes or claims that have arisen or may arise between User and Turnkey, whether arising out of or relating to these Terms or the Services, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that User may assert individual claims in small claims court, if User's claims qualify. User agrees that, by agreeing to these Terms, User and Turnkey are each waiving the right to a trial by jury or to participate in a class action. User's rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non-Individualized Relief. User and Turnkey agree that each may bring claims against the other only on an individual basis and not as plaintiff or class member in any purported class or representative action or proceeding. Unless both User and Turnkey agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

Pre-Arbitration Dispute Resolution. Turnkey is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's

satisfaction by emailing Turnkey at legal@turnkey.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Turnkey should be sent to the attention of TURNKEY LEGAL, 25 Broadway, 10th Floor, New York, NY 10004 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Turnkey and User do not resolve the claim within sixty (60) calendar days after the Notice is received, User or Turnkey may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Turnkey or User shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which User or Turnkey is entitled.

Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Commercial Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Turnkey and User agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If User's claim is for \$10,000 or less, Turnkey agrees that User may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If User's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Terms will continue to apply.

18. EARLY ACCESS PRODUCTS AND DEMO APPLICATIONS

From time to time, we may offer services identified as early access, developer preview, beta, or test products (or by description of similar import) and make them available to you under these Terms (each, an "**Early Access Product**"). Likewise, in our developer Documentation, we may provide sample code and/or demo applications as a convenience to demonstrate certain features and functionality (each, a "**Demo Application**").

Your participation or use of an Early Access Product and/or a Demo Application, will be governed by these Terms, including without limitation the additional terms and limitations set forth in this Section 18. You understand and acknowledge that the Early Access Product is still in a testing phase and is likely to contain errors and/or defects. Likewise, you understand and agree that Demo Applications are provided for testing and demonstrative purposes only, have limited functionality, are likely to contain errors and/or defects and are not suitable for production use.

In addition to the disclaimers set forth elsewhere in these Terms, you agree that the Early Access Products and Demo Applications provided are "AS IS" and "AS AVAILABLE." You should not rely on the performance or correct functioning of any Early Access Products or Demo Applications, nor should you rely on them for production use. You understand and agree that we may change, withdraw, terminate your access to, testing of and/or use of, or discontinue an Early Access Product, Demo Application, or any respective portions thereof, at any time and in our sole discretion, with or without notice to you. Your use of the Early Access Products and/or Demo Applications may be subject to additional limitations or conditions on a product-specific basis, which we may communicate to you through the Platform, Documentation, via email or through any other means as determined in our sole discretion. During your use of the Early Access Products, you will use commercially reasonable efforts to provide suggestions, comments or ideas and report issues or problems related to your use of the Early Access Products (collectively, "**Early Access Feedback**") to us in a timely basis or as otherwise agreed between the parties in writing (email will suffice). You agree not to disclose Feedback to any third party and hereby assign to us all right, title and interest in and to any Feedback, without any right to compensation or other obligation from us.

19. PROMOTIONAL SUBSCRIPTIONS AND FREE TRIALS

From time to time we may offer some users a free trial or other promotional subscriptions to one or more of Turnkey's Services. Such trial or promotional subscription is subject to these Terms and the terms of the applicable free trial or promotional subscription. Only one (1) trial or promotional subscription is available per user. Free trial eligibility is determined by Turnkey in its sole discretion and we may limit such eligibility or duration to prevent free trial abuse. Certain limitations may exist with respect to combining a free trial with any other offers. For some trials or promotional subscriptions, we may require you to provide your payment details to start the trial or promotional subscription. You may not receive a notice from Turnkey that your free trial has ended. BY PROVIDING PAYMENT DETAILS YOU AGREE THAT AT THE END OF YOUR APPLICABLE FREE TRIAL OR PROMOTIONAL SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU WILL BE CHARGED THE SUBSCRIPTION FEE STATED IN YOUR OFFER EACH BILLING CYCLE UNTIL YOU CANCEL YOUR SUBSCRIPTION. To avoid charges to your payment method, you must cancel your free trial no later than the end of the period specified in the terms of the applicable free trial offer.

20. GENERAL TERMS

Entire Agreement. Section headings in these Terms are for convenience only and shall not govern the meaning or interpretation of these Terms. These Terms constitute the entire and exclusive understanding and agreement between Turnkey and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Turnkey and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without Turnkey's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Turnkey may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and

permitted assigns. In the event that Turnkey is acquired by or merged with a third party entity, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Notices. Any notices or other communications provided by Turnkey under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Non-Waiver of Rights. Turnkey's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Turnkey. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, act of God, act of civil or military authorities, act of terrorists, civil disturbance, riots, rebellions, revolutions, quarantines, pandemics, war, strike or other labor dispute, fire, flood, earthquake, changes in law or other similar governmental action, embargoes, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

No provision of these Terms is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the parties and their respective successors and assigns.

21. CONTACT INFORMATION

If you have any questions about these Terms or the Services, please contact Turnkey at hello@turnkey.com.