

User Agreement

Last updated: August 2, 2022

This User Agreement (this “Agreement”) is between you and UAB Star Ventures (“Star Ventures”). Star Ventures is registered in Lithuania as a deposit virtual currencies wallet operator and a virtual currencies exchange operator. Unless otherwise stated herein, references to “Star Ventures”, “we”, “us” or “our” in this Agreement will refer collectively to Star Ventures, its respective direct and indirect subsidiaries and affiliates and any entities under common control with Star Ventures. In this Agreement, “you,” “your” or “User” means any person or entity using the Site (as defined below) or our Services (as defined below) and the person to whom Star Ventures enters into this Agreement.

This Agreement governs your use of the services provided by Star Ventures (the “Services”). By using any of our Services or by accessing, using or providing information on <https://uabsv.com> (the “Website”) or any of our associated websites (including, without limitation, the technology and the platform integrated therein), APIs and/or any and all related applications (collectively, the “Other Sites”, together with the Website, the “Site”), you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement, as well as all of the terms and conditions of our [Privacy Policy](#) which is hereby incorporated by reference and forms part of this Agreement. You should read this Agreement and the [Privacy Policy](#) carefully and in their entirety. This Agreement is effective as of the earliest date and time at which you use any of the Services or the Site.

If you do not agree to be bound by the terms and conditions of this Agreement or [Privacy Policy](#), you must not use or access the Site or use or access any of our products or Services. Any use of or access to the Site or our Services means you consent to and agree to the terms and conditions of this Agreement and the [Privacy Policy](#). If you do not read and accept this Agreement and our [Privacy Policy](#) in their entirety, you should not use or continue using the Site or our Services.

No partnership, joint venture, employee-employer, joint associates for profit, agency or franchiser-franchisee relationship is intended or created by this Agreement. We do not endorse or recommend any particular virtual currency, digital asset or transaction. You acknowledge and agree that: (a) we are not acting as your bank, broker, intermediary, agent, or advisor or in any fiduciary capacity and nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, any fiduciary or advisory relationship between you and us to exist; and (b) no communication or information provided to you by us including, without limitation, content on the Site shall be considered or construed as transaction, investment, tax, or any other form of advice. Independent advice should be sought where applicable and appropriate. You acknowledge and agree that the decision to use our Services and all transaction decisions are made solely by you and we bear no responsibility or liability for the outcome of your decisions.

CAUTION: The risk of loss in using and/or holding virtual currencies can be substantial. Therefore, you should carefully evaluate whether you can bear the risk of using and/or holding virtual currencies and whether it is suitable for you. You acknowledge and agree that you shall access and use the Services at your own risk.

You accept and understand that this Agreement may be modified or updated by us from time to time in our sole discretion. We will provide you with notice of such changes by posting the revised agreement on the Website and/or providing a copy to you. The amended Agreement will be deemed effective immediately upon posting on the Website. Your continued use of the Site and/or our Services constitutes your agreement to be bound by the revised agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account.

Certain Services may be subject to additional terms and conditions specified by us from time to time, and your use of such Services is subject to those additional terms and conditions, which are hereby incorporated into this Agreement by reference.

If you have questions about this Agreement or our Services, please contact us at legal@uabsv.com.

1. *Eligibility.* You represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old) and have full power, capacity and authority to enter into legally binding contracts; (b) have not previously been suspended or removed from using our Services; (c) have full power, capacity and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party; (d) are not in non-compliance with this Agreement or the [Privacy Policy](#); (e) are not located in, under the control of, or a national or resident of any jurisdiction where we do not provide Services; (f) are not on any trade or economic sanctions list, such as the UN Security Council Sanctions list or the Office of Foreign Assets Control (OFAC) list or in breach of applicable law; (g) will not use our Services if any applicable laws in your country prohibit you from doing so; and (h) meet all eligibility requirements for the Services at the time of using any Services.

The Site and our Services are also not available to persons who, in our sole opinion, present an unacceptable level of credit, legal or reputational risk to us, our Services or to others. Any use of the Site or our Services by anyone who does not meet our eligibility requirements is strictly prohibited and in violation of this Agreement. We may require, on an ongoing basis, that you demonstrate to us that you continue to meet our eligibility requirements. Our decisions with respect to eligibility are final.

In order to use the Site and our Services, you must register for a personal or merchant account (an "Account") and accept the terms of this Agreement, the terms and conditions of our partners and our [Privacy Policy](#). We may, in our sole discretion, refuse to open an Account for you or limit the number of Accounts that you may hold. When creating your Account, you must provide accurate and complete information, and you must keep this information up to date. You may never use another User's account or take virtual currency or funds from another User's account without permission.

If you open an Account on behalf of an organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the organization or entity with the authority to bind the organization or entity to this Agreement, and that you agree to this Agreement on the entity's or organization's behalf.

2. *Our Services.*

- 2.1 *Virtual Currency Services.* Star Ventures is registered as a deposit virtual currencies wallet operator and a virtual currencies exchange operator and its virtual currency Services or the services of its partners enable you to store, track, transfer, manage and convert your balances (collectively, "Virtual Currency Transactions") of certain supported virtual currencies in virtual currency wallets hosted by Star Ventures. We will process Virtual Currency Transactions in accordance with the instructions we receive from you. When you request that Star Ventures receive or deposit virtual currency into your Account from another one of your accounts or wallets or request that Star Ventures transfer virtual currency to another wallet or account from your Account, you authorize Star Ventures to execute such transaction via the Services. Prior to submitting instructions to us, you should verify all transaction information. We do not guarantee the identity of any recipient, user, requestee or other party. You cannot reverse a Virtual Currency Transaction once it has been broadcast to the relevant virtual currency network. If a Virtual Currency Transaction has not yet been confirmed on the virtual currency network, virtual currency associated with such transaction will be designated as pending and will not be included in your virtual currency wallet balance or be available to conduct Virtual Currency Transactions. You cannot reverse or change any Virtual Currency Transaction marked as complete or pending.

You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws) in your use of the Services. We may refuse to process or cancel any pending Virtual Currency Transaction as required by law or any court or other authority to which we are subject in any jurisdiction. We further reserve the right to delay any Virtual Currency Transaction if we perceive a risk of fraud or illegal activity. We also have the right to refuse to process or cancel any Virtual Currency Transaction due to technological issues with the blockchain software, our own software, or for other technological reasons.

Our Services are available only in connection with those virtual currencies that we support which may change from time to time. You will not use your Account or your virtual currency wallet to store, send, request, or receive virtual currencies in any form that we do not support (we will use reasonable efforts to help you move or sell virtual currency that we no longer support). We assume no responsibility or liability in connection with any attempt to use your Account or virtual currency wallet for virtual currencies that we do not support.

You agree that you will not receive interest or other earnings in your Account or virtual currency wallet from the use of our Services except through your own Virtual Currency Transactions and we have no responsibility or liability to you for Virtual Currency Transactions conducted by you or conducted by us in accordance with your instructions. You are prohibited from using our Services for any illegal or fraudulent purposes or for the purpose of consummating transactions for any other parties.

All virtual currency or digital assets received by Star Ventures into your Account ("Received Assets") are custodial assets held by Star Ventures for your benefit, as described in further detail below:

- (a) Ownership. Title to Received Assets shall at all times remain with you and shall not transfer to Star Ventures, except as provided herein. As the owner of the Received Assets in your Account, you bear all risk of loss of such Received Assets and we have no responsibility or liability with respect to the value of the virtual currency or digital assets in your Account. We are under no obligation to issue any replacement virtual currency, digital assets or funds in the event that any virtual currency, digital assets, funds or password are lost, stolen, malfunctioning, destroyed or otherwise inaccessible. None of the Received Assets in your Account are the property of Star Ventures. Star Ventures does not represent or treat Received Assets in your Account as belonging to Star Ventures. Except as required by a facially valid court order, or except as provided herein, Star Ventures will not sell, transfer, loan, hypothecate or otherwise alienate Received Assets in your Account unless instructed by you or as otherwise authorized by this Agreement. For the avoidance of doubt, Star Ventures makes no warranty that virtual currency or digital assets in your Account (including Received Assets) are held by you free and clear of any security interest or other lien or encumbrance.
- (b) Control. You control the Received Assets. At any time, subject to outages, downtime, and other applicable policies or the other terms of this Agreement, you may withdraw your Received Assets by sending them to a different blockchain address controlled by you or a third party.
- (c) Wallets. Unless otherwise instructed and agreed to by Star Ventures, your virtual currency will be held in a general multi-client wallet managed and overseen by Star Ventures and its accounting procedures or your virtual currency may be held in a separate individual wallet if instructed by you and when available as part of Star Ventures' Services in Star Ventures' sole discretion.

2.2 *Internet Provider*. We act as a Service provider by creating, hosting, maintaining and providing our Services to you via the Internet. We cannot ensure that a buyer or a seller you are dealing with will

actually complete the Virtual Currency Transaction and all risk of a Virtual Currency Transaction remains with you. We do not guarantee continuous, uninterrupted or secure access to our Services or the Site and we make no representations or warranties regarding the amount of time needed to complete Virtual Currency Transaction processing which is dependent upon many factors outside of our control. Access to Services may become degraded or unavailable during times of significant volatility or volume.

- 2.3 *Underlying Protocols.* We do not own, control, operate or maintain the underlying software protocols which govern the operation of the virtual currencies supported by us. In general, the underlying protocols are open source software and anyone can use, copy, modify, and distribute them. By using our Services, you acknowledge, agree and accept the risk (i) that we are not responsible for the operation of the underlying protocols and any changes to such protocols and we make no guarantee of their security, functionality or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules, which may, amongst other things, materially affect the value, function, name of the virtual currency and/or our ability to support certain virtual currencies and we are not liable for any loss of value you may experience as a result of such changes in operating rules. In the event of a fork in a virtual currency, you agree that we may temporarily suspend our Services (with or without advance notice to you) and that we may, in our sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You also agree that in the event you send a Virtual Currency Transaction at the time of a virtual currency fork, we will only honor the originally-intended Virtual Currency Transaction that you sent. You acknowledge and agree that we assume absolutely no responsibility or liability whatsoever in respect of an unsupported branch of a forked protocol.

- 2.4 *Identity Verification.* During registration of your Account and at any other time you have an Account, you agree to provide us with the information we request for the purposes of ongoing due diligence, identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will maintain and promptly update your Account information. You agree and represent and warrant that all information you provide us at any time will not be false, inaccurate or misleading. You will need to complete certain verification procedures before you are permitted to use our Services. Your access to our Services and the limits that apply to your use of our Services, may be altered, suspended or terminated as a result of information collected about you on an ongoing basis and/or your failure to provide us with information we request on a timely basis. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

You are solely responsible and liable for the activity that occurs in relation to your Account and for maintaining the security of your Account by protecting your password and restricting access to your Account. You accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law. You are required to keep your Account password secure. We recommend that you use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account. You must notify us immediately of any breach of security or unauthorized use of your Account by emailing us at legal@uabsv.com. We will not be responsible or liable for any damages, liability or losses caused by any unauthorized use of your Account.

You may control your User profile and how you interact with our Services by changing the settings in your Account settings page. By providing us with your email address, you consent to our using such email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of our Services. If you do not want to receive such email

messages, you may opt out by clicking “unsubscribe”, or something similar in the email message. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

- 2.5 *No Warranty.* THE SITE, ALL INFORMATION PROVIDED THROUGH THE SITE AND OUR PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

EACH OF US AND OUR RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, ADVISORS, CONTRACTORS, CONSULTANTS, LICENSORS, EQUITY HOLDERS, MEMBERS, PARTNERS, SHAREHOLDERS, SUPPLIERS, MANAGERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (INDIVIDUALLY, A “UABSV PARTY” AND COLLECTIVELY, THE “UABSV PARTIES”) EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. No information, whether oral or written, obtained by you from us or through use of the Site or our Services will create any warranty not expressly stated herein. Without limiting the foregoing, the UABSV Parties do not warrant that our Services will meet your requirements; the content on the Site is accurate, reliable or correct; that our Services will be available at any particular time or location, uninterrupted, error-free or secure; that any defects or errors will be corrected; or that the Site is free of viruses or other harmful components. Use of the Site and our Services are at entirely your own risk and any content downloaded or otherwise obtained through the use of the Site or our Services is downloaded at your own risk.

The materials and related graphics on the Site could include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility and we shall have no liability for such decisions. Changes are periodically added to the information contained on the Site. The UABSV Parties may make improvements and/or changes to the Site, our products and Services and/or the materials described on the Site at any time.

We do or may offer features or services through third parties. We have no control over and do not warrant, endorse, guarantee, or assume responsibility or liability for any product or service advertised or offered by a third party through the Site or any hyperlinked website or service, and we will not in any way monitor or be a party to any transaction between you and any third-party. We are not responsible or liable for ensuring that a third party you transact with will complete the transaction or is authorized to do so. You use third party services at your own risk and you are solely responsible for reviewing and understanding the implications of using the services of such third parties.

- 2.6 *Limitation of Liability.* To the maximum extent permitted by applicable law, in no event shall any of the UABSV Parties be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of business revenues, loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to: (a) the use of, or inability to use, the Site or our Services; (b) any information provided by us or available from the Site; (c) any conduct or content of any other User of our Services or third party; or (d) the failure to receive in any way the transmission of any data, content, virtual currency, funds or property from you. Furthermore and without limiting the generality of the foregoing, under no circumstances will any UABSV Party be responsible for any liability, claim, proceeding, damage, loss, expense or injury resulting from hacking, tampering or other unauthorized access or use of our Services or your Account or the information, virtual currency or funds contained therein.

To the maximum extent permitted by applicable law, none of the UABSV Parties shall be responsible or liable for any: (a) errors, mistakes, omissions or inaccuracies of information or

content provided by us or on the Site; (b) loss, liability, cost, expense or damage of any nature whatsoever suffered or incurred arising out of or in connection with your access to or use of the Site, any of its content or our products or Services; (c) unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (d) fault, delays, interruptions or lack of availability of the Site or any of our Services or products provided through the Site; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any User or any third party; (f) errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Site or our Services; and/or (g) action of other Users, User Content (as defined below) or the defamatory, offensive, or illegal conduct of any third party. To the maximum extent permitted by applicable law, in no event shall the UABSV Parties be liable to you for any claims, proceedings, liabilities, obligations, expenses, damages, losses or costs in an amount exceeding the amount of fees paid by you to Star Ventures for the applicable Services for the 12 months preceding the date of any claim giving rise to such liability or one hundred U.S. dollars (USD \$100.00), whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if a UABSV Party has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

- 2.7 *Indemnification.* You agree to defend, indemnify and hold harmless each UABSV Party from and against any and all claims, proceedings, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Site and our Services, including, without limitation, any data, virtual currency or content transmitted or received by you; (b) your violation of any term or condition of this Agreement, including without limitation, your breach of any of the representations and warranties contained herein; (c) your violation of any third-party right, including, without limitation, any right of privacy or Intellectual Property Rights (as defined below); (d) your violation of any applicable law, rule or regulation; (e) your User Content or any content that is submitted via your Account including, without limitation, misleading, false, or inaccurate information; (f) your fraudulent behaviour, willful misconduct or gross negligence; or (g) any other party's access and use of your Account or our Services with your unique username, password or other appropriate security code. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it. In such case, you will share the costs of our expenses.

3.0 *Fees and Referrals.*

- 3.1 *Fees.* A full list of our fees for traditional payment processing and virtual currency wallet services can be found at [Fees/Pricing](#) on the Site, in this Agreement or in a separate fee schedule provided by us, which we may change from time to time and which shall form part of this Agreement. Changes to fees/pricing are effective as of the effective date indicated in the posting of the revised Fees/Pricing on the Site or in a separate fee schedule provided by us, and will apply prospectively to any transactions that take place following the effective date of such posting or such separate fee schedule. Merchants and business operators in high risk industries may be required to pay higher fees in our sole discretion. If you are unsure whether you or your business is classified as high risk or in violation of Section 7.1 of this Agreement, please contact legal@uabsv.com. Your Account and all Virtual Currency Transactions are made and displayed in the currency of the virtual currency held or the virtual currency of the Virtual Currency Transaction you are conducting.

If you have chosen to setup our conversion feature to allow for an automated conversion of virtual currencies when you receive them as a payment or otherwise (ie. an automatic conversion of ETH to BTC), you agree to accept such conversion at the rate provided including, without limitation, our conversion fees, which may be adjusted from time to time. We do not guarantee the availability of any conversion rate.

You authorize us, or our designated third party, to charge or deduct from your Account funds for any applicable fees owed in connection with transactions completed or approved by you or in connection with your Account via the Services.

If you fail to pay fees or any other amounts owed to us under this Agreement and we refer your account(s) to a third party for collection, then we will charge you the lesser of an eighteen percent (18%) collection fee or the maximum percentage permitted by applicable law, to cover our collection-related costs.

4. *Receiving Payments.*

4.1 *Funding of Payments.* You are responsible for maintaining an adequate balance and sufficient proceeds in your Account in order to pay for fees and complete transactions and in order to avoid overdraft, insufficient funds, or similar fees being charged. If reversal of funding occurs because you have used credit then you are fully and solely responsible for any resulting debit.

4.2 *Withdrawals.* You may withdraw virtual currency from your Account; however, we reserve the right to require you to provide certain information including, without limitation, identification information and settle any outstanding fees or other amounts prior to completing any withdrawals.

5. *Sending Payments.*

5.1 *Sending Payments.* You may send virtual currency from your Account to another User's account or to an external virtual currency address; however, we reserve the right to require you to provide certain information including, without limitation, identification information and settle any outstanding fees or other amounts prior to completing any such transactions or payments. You authorize us to deduct from your Account fees, costs, expenses and claims due and unpaid by you. All Virtual Currency Transactions are at your sole risk.

5.2 *Rejected Payments.* When you send a payment to a third party through our Services, the recipient is not required to accept the payment, even if the recipient is also a registered User. The recipient may return the payment or, in some cases, use our Services to reject payments that you send. Any payments sent through our Services that are rejected or unclaimed by a recipient will if possible be returned to you as soon as reasonably practicable after the date the payment is rejected and the virtual currency or funds are returned and received by us. Our standard fees apply for such transactions. You agree that you will not hold us liable for any damages resulting from such rejected transactions.

6. *Refund Policy.*

6.1 *Completed Transactions.* It is the nature of Bitcoin, Litecoin, and the other virtual currencies that we support that all Virtual Currency Transactions are final with no method of refunding, charging back or other recourse for the sender of the virtual currency. As such we are unable to cancel, reverse or provide refunds for any Virtual Currency Transaction made through our Services.

6.2 *Incomplete Transactions/Overages.* If your virtual currency was not received and/or confirmed on the relevant virtual currency platform or you sent more virtual currency than you intended to send

we may be able to refund you the virtual currency as long as you have promptly notified us in time and such virtual currency is still within our control. To apply for a refund, open a support ticket providing your transaction ID, verification code, and refund virtual currency address. The ticket must be opened with the email address used for the applicable Virtual Currency Transaction. Refunds will be either (in our sole discretion): (a) the original amount of the virtual currency we have received and is still within our control; or (b) an amount equivalent to the USD value at the time of the Virtual Currency Transaction. All refunds must be claimed within 90 days of us receiving your virtual currency or it will be forfeited. Refunds of virtual currency and other funds may be returned to you minus our costs, the unsubsidized coin/miner network transaction fee and any other third party charges. For a refund to be honored it must be at least equal to the network transaction fee for that virtual currency times two, otherwise it will be forfeited.

- 6.3 *Sent to wrong coin/chain, missing tags, delisted coins, etc.* If you have sent virtual currency to the wrong virtual currency, virtual currency wallet or blockchain, or to a delisted virtual currency and it needs to be recovered by us manually there will be a recovery fee equal to \$50 United States dollars, if the virtual currency can be recovered at all, and we reserve the right in our sole discretion to not attempt to recover small amounts. This would also apply to virtual currency that require a destination tag, payment ID, memo, etc. that was not sent or sent to an incorrect address. We will not recover virtual currency we do not support. You must contact us within 90 days after an applicable Virtual Currency Transaction for us to recover your virtual currency, if recoverable, or it will be forfeited.
- 6.4 *No Liability for Errors/Omissions.* You accept and acknowledge that we are not liable or responsible for any errors or omissions that are made in connection with any Virtual Currency Transaction initiated via the Services. We strongly encourage you to review your transaction details carefully before attempting to transfer a virtual currency.

7. *Prohibited Activities*

- 7.1 *Prohibited Activities.* You agree not to engage in any of the following prohibited activities which may be amended by us from time to time in our sole discretion ("Prohibited Activities"). The specific types of prohibited activities listed below are illustrative, but not exhaustive. If you are uncertain as to whether or not your use of our Services involves a Prohibited Activity, please contact legal@uabsv.com as soon as possible. By accessing and using the Site and our Services and/or opening an Account, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you confirm that you will not use your Account, the Site or our Services in any manner to do any of the following:

- (a) *Unlawful Activity.* Be, support or send payment to an individual or entity sanctioned under sanctions programs administered in the countries where we carry on business, including, but not limited to, European Union law sanction programs and sanctions programs administered by the United Nations (collectively, the "Sanctions Programs"); carry on activity which would violate, or assist in violation of, any law, legislation, statute, ordinance, regulation (including, but not limited to, those governing financial services, money laundering, consumer protection, unfair competition, anti-discrimination, or false advertising) or Sanctions Program, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any illegal material or information; commit fraud; money laundering; terrorist activities; be in violation of any court order; or any other illegal activities.
- (b) *Unlawful Businesses.* Carry on any of following businesses or activities: (i) unlawful pornography and the unlawful creation, sale or distribution of other obscene materials (including literature, imagery and other media) and sexually-related sites offering services such as prostitution, escorts, pay-per view and adult live chat features; (ii) unlawful

gambling and/or unlawful gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering, lotteries, bidding fee auctions and office pools) with the exception of payments for online gaming transactions that are expressly authorized by law in the jurisdiction of both the sender and the recipient of the payment; (iii) fraudulent businesses, sale of counterfeit or unauthorized or stolen items or the sale of goods or services that are illegally imported or exported; (iv) marijuana dispensaries and related businesses where it is illegal to carry on such businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; or toxic, flammable, and radioactive materials; (v) sale of narcotics or illegal substances, and any equipment designed for making or using such drugs; (vi) ponzi schemes, pyramid schemes, high risk investment schemes and other businesses that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers; and (vii) any businesses that we believe poses elevated financial risk, legal liability, or violates the law.

- (c) *Abusive Activity:* Transmit or upload any material to the Site that contains viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or any other harmful or deleterious programs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interferes with, intercepts, or expropriates any system, data, or information; attempt to gain unauthorized access to the Site, other Users' accounts, computer systems or networks connected to the Site, through password mining or any other means; use account information of another party to access or use the Site; transfer your Account access or rights to your Account to a third party, unless by operation of law or with our express permission; any activity which creates costs, expenses, losses or liability for us or causes us to lose (in whole or in part) the services of our ISPs or other suppliers; activity which operates to defraud us, our Users, or any other person including, without, limitation, take funds or virtual currency from our platform or from other Users that is not rightfully and legally yours or overdraw or remove more virtual currency or funds from our platform than was legitimately in your Account; modify, disassemble, decompile or reverse engineer our Services; use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior express written permission; provide any false, inaccurate, or misleading information to us; transmit spam, chain letters, or other unsolicited email; attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running our Services; impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity; use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site or our Services; access any content on the Site through any technology or means other than those provided or authorized by us; bypass the measures we may use to prevent or restrict access to our Services, including without limitation remove, circumvent, disable or otherwise interfere with security-related features or features that prevent or restrict use or copying of any content or enforce limitations on the use of the Site or the content therein; damage, disable, overburden or impair the functioning of our Services in any manner; or delete our copyright or other proprietary rights notices.
- (d) *Abuse Of Others:* Be defamatory, abusive, extortionist, trade libelous, unlawfully threatening or harassing or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; interfere with another individual's or entity's access to or use of the Site or any of our Services; interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services; incite,

threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent.

- (e) *Intellectual Property Infringement:* Engage in transactions which violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party), right of publicity or privacy or commit a tort; use of our intellectual property, name, or logo, including use of the Star Ventures trade or service marks, without express consent from us or in a manner that otherwise harms us or our brand; create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of the Site or our representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group.

We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, Sanctions Programs, legal process, or governmental request. We reserve the right to cancel and/or suspend your Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Activity.

Our Services are not available in every jurisdiction and we reserve the right to select the markets and jurisdictions where we provide Services. Persons and entities in jurisdictions where we do not provide Services are prohibited from using or accessing the Site and any of our Services.

- 7.2 *License.* If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an Account (collectively, your “User Content”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via the Site does not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via the Site or sent to us. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on the Site, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in this Agreement; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your User Content, Account or any other breach of security. We will not be responsible or liable for any loss or damages that you may incur as a result of someone else using your User Content or Account, either with or without your knowledge. However, you could be held liable for losses, expenses and costs incurred by any UABSV Party or another party due to someone else using your User Content or Account. You may not use anyone else’s User Content or account at any time without the permission of such person or entity.

By posting, uploading, inputting, providing or submitting your User Content to us, you grant us and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at legal@uabsv.com, so that we can communicate with you effectively and provide accurate and up to date information to you.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of the Site or if you breach any of your obligations under this Agreement or our Privacy Policy, we may suspend your use of the Site at any time and for any reason.

Any User Content submitted by you on the Site may be accessed by us globally.

- 7.3 *Our Proprietary Rights.* Except for your User Content, the Site and all materials therein or transferred thereby, including, without limitation, software, technology, code, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “Our Content”), and all Intellectual Property Rights (defined below) related thereto, are our exclusive property and our licensors (including other Users who post User Content to the Site). Except as explicitly provided herein or in any applicable additional terms and conditions, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, modify, reverse engineer, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of Our Content, absent specific consent in writing from us. Use of Our Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about our Services, including without limitation about how to improve our Services or our products (“Ideas”). By submitting any Ideas, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Ideas without any additional compensation to you, and/or to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by any of the UABSV Parties, or obtained from sources other than you.

- 7.4 *Third Party Content.* We may display third-party content, advertisements, links, promotions, logos and other materials on the Site (collectively, the “Third-Party Content”) for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. If you access a third-party website or service from the Site or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and our [Privacy Policy](#) do not apply to your use of such sites. You expressly relieve the UABSV Parties from any and all responsibility and liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users.

8. *Privacy and Security*

8.1 *Privacy.* We respect the privacy of our Users and we only request information that is necessary for the use of our Services or to comply with our obligations under applicable law.

You acknowledge and accept that we will comply willingly with all legal requests for information from us. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court's authority, and to protect us and our Users.

You understand that by using our Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our [Privacy Policy](#) and to your personally identifiable information being collected, used, transferred to and processed in jurisdictions where we carry on business. By agreeing to this Agreement, you expressly allow us to export data outside of the jurisdiction in which you reside or are located when you access our Services. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your entity, employees or other associates, in connection with this Agreement, or our Services. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and such data is accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our [Privacy Policy](#) which may be amended from time to time and is incorporated by reference and forms part of this Agreement and have provided a copy to any individual whose personal data you have provided to us; and
- from time to time if we amend the [Privacy Policy](#), you will promptly read it and provide a copy to any individual whose personal data you have provided to us.

8.2 *Security.* We care about the integrity and security of your personal information and we take a number of security measures including storing all Users' personal information in an encrypted fashion. However, we cannot guarantee that unauthorized third parties will not defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information to us at your own risk.

We are not responsible or liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack from using the Site. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. Our customer support will never seek to access your computer or ask for your password or your two factor authentication codes. Always log into your Account through the official Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication.

9. *Closing, Suspension, Termination and Remedies.*

9.1 *Closing Your Account and Unclaimed Property.* You may close your Account at any time in accordance with our policies and procedures by withdrawing all balances. Upon closure of your Account, you authorize us to cancel or suspend any pending transactions at the time of cancellation and any balance in your Account will be delivered to you or to your virtual currency address as

instructed less any outstanding amounts owed to us, the unsubsidized coin/miner network transaction fee and any other third party charges.

In the event your Account is closed, whether by you or us, any virtual currency or funds in your Account must be claimed and removed by you within 30 days of your Account's closure date. If you fail to claim and remove virtual currency or funds in your Account within 30 days of your Account's closure date, a recovery and return fee equal to eight percent (8%) of all the virtual currency and funds in your Account will be charged by us, if the virtual currency can be recovered and returned at all, and we reserve the right in our sole discretion to not attempt to recover and return to you small amounts.

You may not use closure of your Account as a means of evading investigation or inquiries by us. If any queries or investigation is pending at the time you request closure of your Account, we may refuse your request to close your Account and/or hold your virtual currency and/or funds as appropriate to protect us against financial and/or legal liability. If you are later determined to be entitled to some or all of the virtual currency and/or funds in dispute, we will pay such virtual currency and/or funds to you. You will remain responsible and liable for all obligations related to your Account even after such Account is closed.

If we suspend or close your Account or terminate your use of the Services for any reason, we reserve the right to require you to provide identity verification information and comply with identity verification procedures before permitting you to transfer or withdraw virtual currency.

If you do not access your Account for a period of two years and we have been unable to contact you after three attempts at the last contact address or email address we have for you in our records, your Account may be terminated at our election and in our sole discretion. Furthermore, if we hold virtual currency or digital assets on your behalf which you have failed to claim, we may be required to deliver any such virtual currency or digital assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

9.2. *Suspension, Termination; other Remedies, etc.*

We may, at any time and in our sole discretion and without liability to you, with or without notice, suspend, restrict, or terminate your access to any or all of the Services or to your Account, create usage or Virtual Currency Transaction limits for our Services, refuse to carry out a Virtual Currency Transaction and/or deactivate or cancel your Account.

Without limiting the generality of the foregoing and any other remedies we may have under applicable law, we may, for purposes of illustration, without notice or liability: (a) refuse to complete or block, cancel or reverse a Virtual Currency Transaction you have authorized, including, without limitation, block funding to or withdrawals from your Account; (b) suspend, restrict, or terminate your access to your Account and to any or all of our Services (including, but not limited to, the ability to send funds or make withdrawals from your account and/or limit withdrawals); (c) place a hold on or freeze any virtual currency and/or funds in your Account for any period of time we deem appropriate; (d) issue statements or warnings to the public or other Users; (e) contact law enforcement or other relevant authorities and/or disclose information about you and/or your Account and your Account transactions to law enforcement or other relevant authorities; (f) suspend, deactivate or close your Account with immediate effect for any reason; and/or (g) refuse to provide our Services to you, including but not limited to, where:

- You are in breach of this Agreement or we have concerns or reasonably suspect you are acting in breach of this Agreement.

- We reasonably suspect you of using the Site or our Services in connection with a Prohibited Activity.
- You are in breach of applicable law, we have concerns or reasonably suspect you are in breach of applicable law or we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction.
- We have concerns about the security of your Account, that a transaction is erroneous or we suspect your Account or our Services is being used in a fraudulent, illegal, suspicious or unauthorized manner including, without limitation, for transactions with high volumes.
- We suspect money laundering, terrorist financing, fraud, or any other financial crime.
- Use of your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity or you are subject to a court order.
- You have failed to pay our fees or there is insufficient virtual currency or funds in your Account to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction.
- You fail to provide us with information we request on a timely basis and/or we have concerns about the information collected about you.
- Our service partners are unable to support your use of our Services.
- You take any action that may circumvent the security of the Site or our controls such as opening multiple Accounts or consummating transactions for the benefit of a third party.
- In the event of any Force Majeure Event (as defined in Section 10.3).
- Any other event that would make provision of the Services commercially unreasonable for us.

If we suspend or close your Account, or terminate your use of our Services, in whole or in part, for any reason, you acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

Upon termination of your Account for any reason, you continue to be bound by this Agreement.

Additionally, to secure performance of your obligations under this Agreement, you hereby grant to Star Ventures or its designee a continuing first priority security interest in and to all of your right, title and interest in and to all of your Account(s), together with any interests therein, whether now owned or existing or hereafter acquired or arising and regardless of where located and all products, proceeds, substitutions, additions, accessions and replacements thereof (all of the same being herein referred to collectively as the "Collateral"). You must not create security over your Collateral without our prior written consent.

In addition to any rights and remedies we may have under this Agreement or applicable law, upon the occurrence and during the continuance of any default in your payment of any fees, expenses, costs, losses, liabilities or other obligations owing to us (collectively, the "Obligations"), you hereby authorize us at any time and from time to time, without prior notice to you or consent from you, any such notice or consent being waived by you to the fullest extent permitted by applicable law, to set off and apply any and all Collateral at any time held by us to or for the credit of you or your Account against any and all Obligations owing to us under this Agreement, under any other agreement or otherwise, now or hereafter existing, irrespective of whether or not we shall have made demand under this Agreement or any other agreement and although such Obligations may be contingent or unmatured or denominated in a currency or virtual currency different from that of the Collateral.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. We shall have no responsibility or liability for your interactions with other Users, or for any User's action or inaction.

10 *General Contract Terms*

- 10.1 *Limited License.* We grant you a non-exclusive, limited, non-transferable, freely revocable license, subject to the terms of this Agreement, to access and use the Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the Site or Content is expressly prohibited and all other right, title, and interest in the Site or Content is exclusively the property of us and our licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "UABSV", "UAB Star Ventures", "Star Ventures", and all logos related to our Services or displayed on the Site are our or our licensors' trademarks or registered marks. You may not copy, imitate or use them without our prior written consent.
- 10.2 *Assignment and Novation.* This Agreement is personal to you and you cannot transfer, assign, novate or delegate your rights, licenses, interests, liabilities and/or obligations to anyone else. You irrevocably agree that we are entitled to and may, at any time, transfer, assign, novate or delegate any or all of our rights, title, licenses, interests, benefits, assets (including wallets), liabilities and/or our obligations under this Agreement and/or under any other agreement, document, and/or assurance in connection therewith and/or in connection with your Account(s) and/or any services available thereunder, in whole or in part, to any party, including, without limitation, as part of a merger, asset transfer, acquisition or other corporate reorganisation involving us, without obtaining your consent, permission or approval and in any way we consider appropriate. You hereby irrevocably agree to any such transfer, assignment, novation or delegation of this Agreement and any other agreement, document, and assurance in connection therewith or with your Account(s) with us and/or any services available thereunder or securing your obligations thereunder and you also irrevocably agree to enter into all necessary documentation to give effect to any such transfer, assignment, novation and/or delegation.
- 10.3 *Force Majeure.* We shall not be liable for any breach of the Agreement, including delays, failure in performance or interruption of service, or any loss or damage arising directly or indirectly from any event or circumstances beyond our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, pandemic, power failure, or equipment or software malfunction, changes in the law or any other cause beyond our reasonable control (each, a "Force Majeure Event").
- 10.4 *Entire Agreement.* This Agreement (including the Privacy Policy and any other documents incorporated by reference herein) comprise the entire agreement between you and us as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and us. This Agreement will bind and inure to the benefit of the parties to this Agreement and their respective successors, assigns, heirs, executors, administrators and legal representatives.
- 10.5 *Interpretation.* Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- 10.6 *Invalidity.* Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties to this Agreement shall in good faith modify or substitute such provision consistent with the original intent of the parties.

- 10.7 *Enforcement of Our Rights.* Our failure to enforce any threatened or existing violation, default or breach of this Agreement shall not be deemed a waiver of such a violation, default or breach, and we shall have the right to enforce the same at a later time and the right to waive in writing any provision or condition imposed herein for its benefit without thereby waiving any other provision or condition.
- 10.8 *Survival.* All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the sections relating to suspension or termination, Account cancellation, debts owed to us, general use of the Site, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement or your Account.
- 10.9 *Electronic Communications.* You agree that this Agreement constitutes “a writing signed by you” under any applicable law or regulation. This Agreement, any amendments and any other agreements, notices or other communications regarding your Account and/or your use of our Services (collectively, the “Communications”) may be provided to you electronically and you agree to receive all Communications from us in electronic form. Electronic Communications may be posted on the pages of the Site and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in “writing,” and to have been received no later than two (2) business days after posting or dissemination, whether or not you have received or retrieved the Communication. We reserve the right but assume no obligation to provide Communications in paper format.

It is your responsibility to keep your email address and street address on file with us up to date so that we can communicate with you electronically. You understand and agree that if we send you a Communication but you do not receive it because your email address on file is incorrect or out of date, our ability to contact you at the email address is blocked by your service provider, or you are otherwise unable to receive a Communication, we will be deemed to have provided the Communication to you whether or not you actually received the Communication. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add us to your email address book so that you will be able to receive the Communications we send to you. You can update your email address or street address at any time by logging into your Account or by sending such information to legal@uabsv.com. If your email address becomes invalid such that electronic Communications sent to you by us are returned, we may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address from you.

- 10.10 *Credit Report.* You agree that we may obtain and review your credit report for the purpose of assessing your suitability to open an Account and/or use any of our Services.
- 10.11 *Taxes.* It is your sole responsibility to determine whether, and to what extent, any taxes apply to any Virtual Currency Transactions you conduct through our Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Account. You agree that we are not responsible for determining whether taxes apply to your Virtual Currency Transactions or for collecting, reporting, withholding or remitting any taxes arising from any of your Virtual Currency Transactions.
- 10.12 *No Sales to Children.* Our Services are not for children, but only for adults. If you are under eighteen (18) years of age, you may not use our Services.
- 10.13 *Applicable Law.* This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by English law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

- 10.14 *Arbitration.* Read this section carefully because it requires each party to this Agreement to arbitrate our disputes and limits the manner in which you can seek relief from us. For any dispute with us, you agree to first contact us at legal@uabsv.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute we have with you after ninety (90) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof, by binding arbitration in accordance with the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The number of arbitrators shall be one who shall be mutually selected by Star Ventures and you. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.13 herein. The arbitration award shall be final and binding on the parties. The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Each party will be responsible for paying any arbitration fees, administrative and arbitrator fees in accordance with applicable arbitration rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses.

Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the English courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights. You agree to submit to the exclusive jurisdiction of the English courts for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our data security, Intellectual Property Rights or copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including, without limitation, any provisional relief required to prevent irreparable harm. You agree that London, England is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision above is found to be unenforceable.

- 10.15 *Change of Control.* In the event that we are acquired by or consolidated, amalgamated or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, consolidation, amalgamation, acquisition, sale, or other change of control.