



Last Updated: March 24, 2023

Welcome to Switch Reward Card. These Terms and Conditions constitute the User Agreement and Terms of Service (hereafter the “Terms & Conditions”) governing your access and use of Switch Reward Card (referred to as “Switch” or the “Site” and defined below) and the Services.

Services include: (1) the content on our website located at SwitchRewardCard.com (“Website”) or any other websites, pages, features, or content we own or operate (collectively, the “Sites”) or when you use our mobile app; (2) The Switch Node; (3) The Switch Blockchain (4) Switch Rewards and (5) The Switch App (6) and any other services that Switch Reward Card may make available directly or indirectly, from time to time (collectively, “ Switch Services” or “Services”).

These Terms & Conditions do not create any agency, partnership, or joint venture between Switch and any person, customer, or entity (referred to as the “User”) utilizing the Sites. By registering for an account through the Switch Site or any associated websites, APIs, or mobile applications, the User represents that they have read and consent to the Terms & Conditions; by registering the User also agrees to Switch’s Privacy Policy.

If Users do not agree with these Terms, Users may not, and are prohibited from, access or use of the Services, Sites, or any other aspect of our business.

These Terms & Conditions may be amended and updated from time to time at the sole discretion of Switch. Revised versions will be considered effective as of the date and time posted on the Site.

1.0 Switch Services

Switch is a blockchain-based financial services ecosystem. The blockchain is empowered by a global decentralized node network where node licensees will be rewarded with SWITCH digital rewards. Switch offers debit payment solutions for both traditional and cryptocurrencies around the world.

Switch enables its Users to own, buy, sell, transfer, and share unique digital rewards that can be visualized on the site along with other services through the Switch App, defined below in Section 1.1.

To be eligible to use our Services, Users must be an individual, corporation, legal person or entity or organization in a location in which Switch services are available. Individual Users must be at least 18 years old.

Full use of our Services requires that Users create an Account(s) by; (1) providing us with information such as their full name, email address (temporary, disposable, self-destructive or similar email address are prohibited), current physical address and such other information that we may require. (2) selecting a strong password, and (3) accepting these Terms & Conditions. Switch reserves sole and absolute discretion to accept or reject any application for any reason or for no reason at all, or limit the number of Account(s) that Users may hold. Under no circumstances shall any of the Indemnified Persons (defined below) be responsible or liable to the User or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs arising from our decision to reject the User's application to open an Account(s).

As a money services business registered with the U.S. Department of the Treasury's Financial Crimes Enforcement Network, Switch is required to, among other things, identify users of our Services. Users agree to provide us with the information we request for the purposes of 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. Users will need to complete certain verification procedures before they are permitted to use the Services and access one or more Account(s) or Services. In addition, as part of our risk management and fraud prevention processes, we may from time-to-time require Users to reconfirm or update some of the information entered when the User took part in our identity verification procedure. The information we request may include certain personal information, including, but not limited to, the User's name, address, telephone number, email address, date of birth, taxpayer identification number, social security number or government identification number, scans of government-issued identity documents and, when applicable, bank account information (such as the name of the bank, the account type, routing number, and account number). In some cases (where permitted by law), special categories of personal data, such as the Users biometric information may be requested. In addition to providing this information, to facilitate compliance with global industry standards for data retention, the User agrees to permit us to keep a record of such information for the lifetime of the Users Account(s). Users agree to keep us updated if any of the information provided changes. Users authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify the User's identity or protect the User and/or us against fraud, money laundering, terrorist financing, or other financial crime, and to take any action we deem

necessary based on the results of such inquiries. When we carry out these inquiries, the User acknowledges and agrees that personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to Switch's inquiries in full. If there is reasonable doubt that any information provided by the User is wrong, untruthful, outdated, or incomplete, Switch shall have the right to send the User a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services provided to the User. Switch shall also have the right, in its sole and absolute discretion, to terminate, suspend, or restrict User access to any Account(s) or Services should an issue arise with identity verification, including but not limited to circumstances in which Switch has requested additional verification information from the User but has not yet received or processed that information. The User should also be aware that Switch will also use other information about them that we become aware of, such as the User geographic location, IP address, transaction data, and User ISP/VPN address. We will store this information in our technical logs, under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by the User or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services. Furthermore, the User shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if the Users cannot be reached through the contact information provided.

Enhanced Due Diligence. We may require the User to submit additional information about themselves or their business or institution, provide records or documentation, or have face-to-face meetings with representatives of Switch (such process, "Enhanced Due Diligence"). We reserve the right to charge Users for any costs and fees Switch incurs associated with such Enhanced Due Diligence. In its sole and absolute discretion, Switch shall have the right to suspend or restrict your access to any Account(s) or Services pending submission of such Enhanced Due Diligence. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by Users or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s) or Services.

BY ACCESSING AND USING SWITCH SERVICES, USERS REPRESENT AND WARRANT THAT THEY HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S.

DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. SWITCH RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF SWITCH SERVICES IN CERTAIN COUNTRIES OR REGIONS.

1.1 Switch App

1.1.1 Switch will provide each User with a Switch App, which enables the User to manage its digital assets, including SWITCH Rewards. Switch will never take custody or control over any Digital Rewards stored in a User's Switch App. In addition to the Switch App, the User may use any compatible digital app or wallet provided by a third-party company that safely connects to the Switch Blockchain. Switch is not responsible for any damage incurred through the use of such a compatible digital app or wallet provided by a third-party company. A User may be able to use the Switch App or other compatible wallet to send and receive Digital Rewards with other users of the Switch Blockchain.

Switch offers Users the ability to exchange one form of currency for any other form of currency (fiat or digital). However, the Switch App is not a custodian.

1.1.2 When a User creates an account within the Switch App, the User also has the ability to create a Rewards Wallet (defined below in Section 1.5). With the creation of the Rewards Wallet the Switch Blockchain software generates a cryptographic private key and public key pair that the User must use to send and receive any digital reward supported on the Switch Blockchain. The User is solely responsible for storing and keeping secret, outside of Switch's Services, a backup of the User's Switch App credentials, any private key(s), passwords, and transaction information that the User maintains in the Switch App or otherwise with the Switch Services. If the User does not backup the Switch App, the User may not be able to access the Switch app in the event that Switch discontinues some or all of the Switch Services. Any digital reward a User has stored within its Switch App may become inaccessible if the User does not know or keep secret its Switch App keys and passwords. Switch does not receive or store the User's Switch App passwords, PIN, keys, network addresses or transaction history. Switch cannot assist the User with Switch App password or key retrieval. Any third party with knowledge of one or more of the User's credentials (including, without limitation, a backup phrase, app identifier, password, or keys) can dispose of the digital reward in the User's app.

1.1.3 For a transaction to be validated on the Switch Blockchain, any Switch transaction through the Rewards Wallet must be confirmed and recorded in the distributed ledger associated with the Switch Blockchain. The Switch Blockchain is a decentralized, peer-to-peer network supported by the users of the Switch Blockchain, which is not owned by Switch.

1.1.4 Switch has no control over Digital Rewards generated through the Switch Blockchain and cannot ensure that any transaction details the User submits via the Switch Services and/or Rewards Wallet will be confirmed or processed on the Switch Blockchain. The User agrees and understands that the transaction details submitted by the User via the Switch Services and/or Rewards Wallet may not be completed or may be delayed by the Switch Blockchain or any supporting blockchain used to process the transaction. Switch does not guarantee that the Rewards Wallet can transfer title or right in any NFT or digital reward, and Switch makes no warranties of title of any kind. Once transaction details have been submitted to the Switch Blockchain, Switch cannot assist the User to cancel or otherwise modify such transaction or details.

Buying, selling, and holding cryptocurrencies are activities that are subject to high market risk. The volatile and unpredictable nature of the price of cryptocurrencies may result in a significant loss. Switch is not responsible for any loss that the User may incur from price fluctuations when the User buys, sells, or holds cryptocurrencies. Switch does not provide legal, or tax advice in any manner or form. The ownership of any decision(s) exclusively rests with the User after analyzing all possible risk factors and by exercising the User's own independent discretion. Switch shall not be liable for any consequences thereof.

The User of the Services is subject to additional terms and conditions, which are incorporated into these terms:

- Privacy Policy

1.1.5 In the event of a fork of the Switch Blockchain or any other supported blockchain, Switch may not be able to support the User's activity related to Switch or any other supported NFT or reward. The User agrees and understands that in the event of a fork of the Switch Blockchain, any transaction associated with the Switch App or Switch Services may not be completed, may be partially completed, incorrectly completed, or substantially delayed. Switch is not responsible for any loss incurred by any User caused in whole or in part, directly or indirectly, by a fork of the Switch Blockchain.

1.1.6 Switch does not currently charge a fee for downloading, accessing, or using the Switch App or receiving, sending, or storing SWITCH. However, Switch reserves the right to do so in the future, and in such case any applicable fees will be displayed prior to the User incurring such fee.

The Switch Blockchain may have Blockchain Transaction Fees required to transact digital reward transactions through the Switch Blockchain. Switch may attempt to calculate for the User any Blockchain Transactions Fees for the User, though such calculation may be inaccurate or excessive. The User may select a greater or lesser fee, and the User is solely responsible for paying any Blockchain Transaction Fees required on the Switch Blockchain. Switch will neither advance nor fund any Blockchain Transaction Fee on any User's behalf, nor be responsible for any excess or insufficient fee calculation.

Trade Wallet: By using the Trade Wallet (defined below), you agree to pay all applicable fees. Switch may adjust fees from time to time. Switch may charge fees when you buy, sell, or convert cryptocurrencies. Fees are calculated at the time you place your order and may be determined by a combination of factors, including the selected payment method, the size of the order, and market conditions such as volatility and liquidity. Fees will be listed in the trade preview screen before you submit your transaction and may differ for similar transactions.

Switch also includes a spread in the price when you buy or sell cryptocurrencies, as well as in the exchange rate when you convert cryptocurrencies. This allows us to temporarily lock in a price for trade execution while you review the transaction details prior to submitting your transaction.

1.1.7 The User shall be responsible for all activities that the User engages in through the Switch App. The User accepts all risks of any authorized or unauthorized access to the Switch App, to the maximum extent permitted by law. The User represents and warrants that the User is familiar with and accepts the risks associated with digital apps and private keys, including the risks described herein.

1.1.8 From time to time, there may be programs in place to allow User to receive a reward, in the form of SWITCH Reward, NFT, or otherwise, based on actions taken by the User, whether it be by referral or other program in place at the time ("Additional Rewards"; SWITCH Rewards and Additional Rewards are referred to herein as Digital Rewards). User understands that Switch makes no representations or warranties regarding the Additional Rewards. Notwithstanding or limiting the foregoing, Switch

further makes no representations or warranties surrounding the operation of any Switch Services or that said Switch Services and/or Additional Rewards will be error-free or uninterrupted. User accepts the sole responsibility for taking any and all actions to obtain any Additional Rewards and holds Switch harmless for any opportunity cost or losses that occur as a result of the non-receipt of anticipated Additional Rewards, monetary or otherwise.

1.1.9 Switch may make available new products or modify existing products without seeking your consent. Additional terms and conditions may apply to new or modified product offerings.

1.1.10 Switch may make available other services from time to time, which shall be subject to such terms and conditions as may be established by Switch and published on the Site(s).

1.1.11 We may use a third-party payment processor to process any U.S. dollar payment between you and Switch, including but not limited to withdrawals or deposits to your Card Spending Account or Trade Wallet, as applicable.

1.1.12 U.S. dollar deposits associated with your Account(s) and available for use in executing trades are accessible via either (i) a third-party Linked Wallet operated by Prime Trust, LLC, ("Trade Wallet") or (ii) a Demand Deposit Account issued by Choice Financial Group, which are subject to the additional terms ("Card Spending Account" or "Switch Visa Card").

All U.S. dollar deposits associated with your Trade Wallet are owned by you and held by Prime Trust in pooled custodial accounts at one or more U.S. federally insured banking institutions for your sole benefit. Title to your Trade Wallet, in addition to the U.S. dollar deposits associated with your Trade Wallet, shall at all times remain with you. Prime Trust shall maintain records of your ownership of U.S. dollar deposits associated with your Trade Wallet. All U.S. dollar deposits associated with a Prime Trust Wallet are held apart from Prime Trust corporate funds and Prime Trust will neither use these funds for its operating expenses or any other corporate purposes.

1.2 Switch Node

Switch Node is a computer software and/or hardware system connected to the Switch Blockchain. The Switch Node supports blockchain work by maintaining the cryptography and confirming transactions on the Switch Blockchain. As used herein, "Switch Node"

may represent either the node itself or a license the User obtains to run the node. The Switch Nodes operating in conjunction with one another pursuant to the Switch Blockchain protocol, form the “Switch Node Network.”

1.3 Switch Blockchain

The Switch Blockchain allows each User to store digital rewards, and other attributes on the Switch Blockchain public ledger that allows for decentralized, immutable record of ownership. The Switch Blockchain is a decentralized, peer to peer network supported by the users of the Switch Blockchain, which is not owned by Switch. When a User, earns, or receives any digital reward through the Smart Contract process, the User owns completely and outright the digital reward.

1.4 SWITCH Reward

Each User of any service on the Switch Blockchain and associated Switch Node may be able to earn the SWITCH Rewards. The SWITCH Reward is a digital reward. The SWITCH Reward is not a security token. SWITCH Reward is not being offered for sale; rather, it is only distributed through a decentralized protocol to Users and Switch Node owners in exchange for their Switch-related activity. SWITCH Reward is created through a unique blockchain protocol, and distribution is not controlled by Switch. Although SWITCH Reward may one day have market adoption, its utility may reside solely within the Switch Blockchain, and may or may not have value.

1.5 Rewards Wallet

The Rewards Wallet is a decentralized non-custodial wallet that is protected by a passcode that must be entered by the account holder to sell or transfer digital assets.

1.6 Trade Wallet

The Trade Wallet is a centralized, custodial wallet where a User can buy and sell digital assets. The User can instantly transfer US Dollars from this wallet to the Card Spending Account.

Services of the Trade Wallet are provided by Prime Trust and include Fiat Services, On-Chain Services, and any other services, including the holding, processing, and acting as custodian of all Custodial Property, provided from time to time by Prime Trust to Account Holder in accordance with the Prime Trust User Agreement.

1.7 Card Spending Account

The Card Spending account is linked to the Switch Visa Card issued by Choice Financial Group, member FDIC, pursuant to a license from Visa in accordance to the Switch Visa

Card Terms and Conditions. Assets in the Card Spending Account will be spent when a cardholder makes a purchase at a Visa participating merchant.

2.0 PAYMENT TERMS

2.1 Annual License and Monthly Service Fees

The User shall pay a one-time Switch Node license fee. Switch reserves the right to charge a monthly service fee(s) for Switch Services. Switch may, at its discretion, designate or license any of its affiliates or any third party to sell software or hardware necessary to support any Switch Node. Switch shall have no liability, and makes no representations or warranties, with regard to any such transaction between the User and Switch affiliate or third party.

2.2 Software License

The User may be required to enter into a software license agreement with Switch or any third party for the use of any required software for each Switch Node. The User shall pay all associated software license fees.

2.3 Equipment Purchase

The User may enter into an equipment purchase agreement with a third party as it relates to the purchase of any hardware for a Switch Node. The User is not required to purchase such hardware, but may use any equipment (e.g. computer, GPU, cell phone, or other technology) that can provide the necessary computing hash rate and appropriately and safely access and connect to the Switch Blockchain.

2.4 Maintenance and Hosting Fees

The User understands that any action to the blockchain node software can only be executed at the User's instruction. Switch does not maintain or host any User Switch Nodes but may refer the User to one or more third-party hosting companies that may or may not be affiliated with Switch. If the User elects to enter into such a hosting agreement with a third party, the User may be required to pay certain data center operations, maintenance and power fees ("Maintenance Fees"). These Maintenance Fees may be deducted from the User's digital rewards or Switch Reward with the consent of Switch, at Switch's discretion.

2.5 Blockchain Transaction Fees

The delivery and receipt of any of the User's Digital Rewards through the Switch App may be subject to network or transaction fees charged by the blockchain associated with the User-selected algorithm ("Blockchain Transaction Fees"), which are non-refundable. Blockchain Transaction Fees are paid to emit, record, verify, and process a transaction

on the Switch Blockchain. Any withdrawal or transfer of the User's Digital Rewards may be subject to Blockchain Transaction Fees.

2.6 Other Third-Party Fees

Certain digital apps, app addresses, tools, and third-party software and devices used by the User may also charge the User a fee ("Third-Party Fees"), including a per transaction or transfer fee, which are non-refundable. The User is responsible for satisfying any such fee(s). The User should note that any such fees may significantly reduce the User's Digital Rewards and therefore the User is responsible for managing the selection, use, rate and frequency of their receipt of Digital Rewards to any such Third-Party Fees.

2.7 Taxes

The User is responsible for any taxes related to the use of the Switch App and/or Switch Services, and the User will pay for Switch Services without any reduction for taxes. If the User is required by law to withhold any taxes from its payments to Switch, the User must provide Switch with an official tax receipt or other qualified documentation to support such withholding, including value added tax ("VAT"), if applicable. The User will be liable to pay (or reimburse Switch) for any taxes, interest, penalties or fines which may arise from any mis-declaration made by the User. The User shall pay Switch for all taxes and governmental fees Switch is required to collect or pay upon sale or delivery of Switch Services.

2.8 Disclaimer of Potential Losses and Taxes

POTENTIAL USERS OF NFTS AND/OR DIGITAL ASSETS, INCLUDING BUT NOT LIMITED TO BITCOIN, ARE FOREWARNED OF POSSIBLE FINANCIAL LOSS AT THE TIME SUCH REWARDS ARE EXCHANGED FOR FIAT CURRENCY DUE TO AN UNFAVORABLE EXCHANGE RATE. MOREOVER, A FAVORABLE EXCHANGE RATE AT THE TIME OF EXCHANGE MAY RESULT IN A TAX LIABILITY. USERS SHOULD CONSULT A TAX ADVISOR REGARDING ANY TAX CONSEQUENCES ASSOCIATED WITH THE PURCHASE, SALE, TRADE, OR OTHER USE OF DIGITAL ASSETS. USER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY APPLICABLE TAXES ASSOCIATED WITH THE PURCHASE, SALE, TRADE, OR OTHER USE OF NFTS, OR DIGITAL ASSETS.

3.0 USER OBLIGATIONS

3.1 Software and Equipment Allocation

The User is responsible for the allocation of the User's software and equipment and any and all selected optimization strategies and decisions related thereto. The User

acknowledges that Switch is not responsible for the selection or timing of blockchain protocols, nor is Switch responsible for the protocols selected for use in connection with Switch Services. The User is solely responsible for these decisions. The User acknowledges that node transactions on any blockchain may vary and will not be uniform across each Switch Node. The User acknowledges that the difficulty of mining may vary and will likely increase over time.

3.2 Log-in Credentials

The User represents and warrants that the User is responsible for the preservation of confidentiality of the User's login credentials on the Switch App and any other login for the Switch Services. Login credentials generated for the User by Switch are for the User's internal use only and the User is strictly prohibited from selling, transferring, or sub-licensing them to any other entity or person.

3.3 Blockchain Network Risk.

The User represents and warrants that the User knowingly accepts the risks associated with blockchain protocol and network use, including instability, congestion, high transaction costs, network latency, information security, regulatory risk, and technological and operational error. The User understands these risks may result in delay or failure to process transactions, failure to generate hash rate, and potentially high Blockchain Transaction Fees or Third-Party Fees. The User represents and agrees that Switch is not responsible for any diminished Switch Services, related features, or capabilities resulting from risks associated with blockchain protocol and network risk. In the event of a material increase or decrease to Blockchain Transaction Fees, Third Party Fees, or operational degradation, congestion, failure or other disruption of the blockchain network used by the User, Switch may, at its sole discretion and upon notice to the User, make any adjustments to the Switch Services.

3.4 Blockchain Modification Risk

The User represents and warrants that the User is familiar with and accepts the risks associated with blockchain development and modification. The User understands that blockchain technologies are still under development and may undergo significant changes over time, and that blockchain contributors may make changes to features and specifications of the algorithm selected by the User and may fork the Switch Blockchain protocol. Such changes may include or result in the elimination or support for specific algorithms and applications.

3.5 Proof-Of-Work Replacement Risk

In addition to blockchain modification risk, blockchain contributors may also modify the cryptographic verification process such that the blockchains can no longer be verified through Proof-of-Work and instead adopt Proof-of-Stake or other methodologies. The User accepts and acknowledges such risk and shall allocate the User's hash rate to other available blockchains and mining processes that use Proof-of-Work methodologies. The User further acknowledges that certain blockchain algorithms have no alternative blockchain applications that support Proof-of-Work mining and any such Switch transition from Proof-of-Work to Proof-of-Stake may result in no applicable use of the User's hash rate.

3.6 Trade Compliance

User shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to European Union and U.S. companies, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control and the European Union's Common Foreign and Security Policy (collectively, "Trade Sanctions Laws"). The User represents and warrants that the User and the User's financial institutions, or any party that owns or controls the User or the User's financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign as Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. Further, User represents and warrants that it is currently in compliance with and shall at all times during the term of this agreement remain in compliance with the regulations of the United States Office of Foreign Assets Control ("OFAC"), including those named on OFAC's Specially Designated and Blocked Persons List, and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto. Specifically, User shall not engage in business, sell to, or form a business relationship on behalf of others or for itself with any individual or country in contravention or violation of the aforementioned rules, laws, and regulations. The User warrants that the User not named on any OFAC Blocked Persons List or resides in any country or territory sanctioned by OFAC. The User shall indemnify and hold harmless Switch against and from any claim, loss, damage or expense (including attorneys' fees and costs for the underlying investigation) arising from any breach or misrepresentation of this section.

3.7 Anti-Bribery

User Acknowledges that the User's activities under this agreement may be subject to United States and other anti-bribery and corruption legislation around the world (including without limitations, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act). User warrants that it has not and undertakes and agrees that it shall not, in connection with Switch Services, make or promise to make any payment or transfer of anything of value, directly, or indirectly, to:

- i. any governmental official or employee (including employees of government-owned or state-controlled corporations and employees of public international organizations);
- ii. any political party, official or candidate for public office;
- iii. any intermediary for payment to any of the foregoing; or
- iv. to any other person or entity if such payment or transfer would violate the laws of the country in which it is made or the laws of the United States of America

User acknowledges and agrees that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. The User shall indemnify and hold harmless Switch against and from any claim, loss, damage or expense (including attorneys' fees and costs for the underlying investigation) arising from any breach or misrepresentation of this section.

3.8 Ownership Restrictions

User acknowledges and agrees that Switch, any developer, or third-party contract provider (or, as applicable, any licensors) affiliated with Switch and/or providing services relating to the Switch Services own all legal right, title and interest in and to all elements of their respective intellectual property rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings associated with the), design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of any content provided on the Site, Switch App, or Switch Blockchain are protected by copyright, trade dress, patent, and trademark laws, international conventions, and other relevant intellectual property and proprietary rights, and applicable laws. All such intellectual property is the

property of its owners or licensors, and all trademarks, service marks, and trade names are proprietary to its owner or licensors. Except as expressly set forth herein, the use of the Switch Services and Switch App does not grant User any ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Switch App.

3.9 Children

USER AFFIRMS HE/SHE IS OVER THE AGE OF 18 OR THE LEGAL AGE OF MAJORITY WHERE THE USER RESIDES IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, AS THE SWITCH APP AND SWITCH SERVICES ARE NOT INTENDED FOR CHILDREN UNDER AGE 18 OR THOSE THAT HAVE NOT REACHED THE AGE OF MAJORITY.

3.10 Responsibility for Conduct

User takes responsibility for all activities that occur under the User's Switch App and for the User's use of the Switch Services. The User accepts all risks associated with any authorized or unauthorized access to its Switch App, to the maximum extent permitted by law. User represents and warrants that the User is familiar with and accepts the risks associated with digital apps and private keys, including, but not limited to the risks described herein. User is solely responsible for the User's own conduct while accessing or using the Switch Services or Switch App, and for any consequences caused by or arising from such access or use. User agrees to use the Switch Services, Switch App, and Switch Blockchain for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, User may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the Switch Services any content that infringes the intellectual proprietary rights of any party; (v) use the Switch Services to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the Switch App or Switch Blockchain; (viii) exploit the Switch Services for any unauthorized commercial purpose; (ix) modify, adapt, translate, or reverse engineer any portion of the Switch Services; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the Switch App or Switch Blockchain or any part of it; (xi) reformat or frame any portion of the Switch App; (xii) display any content on the Switch App or Switch Blockchain that

contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Switch App or the content posted on the Switch App, or to collect information about its users for any unauthorized purpose; or (xiv) create user accounts by automated means or under false or fraudulent pretenses. The User shall indemnify and hold harmless Switch against and from any claim, loss, damage or expense (including attorneys' fees and costs for the underlying investigation) arising from any breach or misrepresentation of this section. User is solely responsible for all financial charges and legal liability that he or she may incur.

3.11 Representations Made By User

User acknowledges and agrees that the Switch Services, including but not limited to the Switch Node, ARE NOT being sold as an investment by or in Switch. **THE USER UNDERSTANDS THAT ANY REPRESENTATIONS MADE BY THE USER AT ANY TIME THAT ANY OF THE SWITCH SERVICES ARE AN INVESTMENT IN SWITCH (OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IN GENERAL) TO OTHERS IN AN ATTEMPT TO MARKET SWITCH SERVICES IN COORDINATION WITH SUPPLYING USER'S REFERRAL LINK IS A BREACH OF THE TERMS & CONDITIONS.**

SWITCH IS NOT LIABLE FOR ANY MISREPRESENTATIONS OF SWITCH SERVICES MADE BY THE USER PROVIDING THE REFERRAL LINK.

3.12 Switch Node Representations

Switch and the User recognize that the SOLE AND ONLY purpose of the Switch Node is to support the Switch Node Ecosystem. Nothing contained in these Terms and Conditions, any exhibit to these Terms and Conditions, or any representation made outside of these Terms and Conditions, conveys on the User any ownership interests in Switch or its subsidiaries, or interests otherwise in Switch (including, but not limited to voting rights in the Switch), nor any expectation of profits from the efforts of Switch or its principals or subsidiaries. The User understands that while it may from time to time receive rewards in line with the distribution schedule of the Switch Node Ecosystem ("Distribution Rewards") (subject to change), said reward is solely earned because of and as a direct result of work accomplished and performed by the User (e.g. work done by the Switch Node). The User recognizes that should the User never actually run the Switch Node, it will receive no rewards. Switch does not unilaterally control the method in which rewards are distributed to the Switch Node. It is anticipated that the Switch Node will be able to be sold or transferred in the future as NFTs, however, Switch cannot

and does not warrant or represent that the resale value of the Nodes will be higher than the purchase price should this event occur, nor that it will be legally possible to do so. Further, Switch cannot and does not warrant or represent that there will ever be a resale value or capability of the Switch Node.

4.0 TERMINATION

4.1 General

Switch may suspend or terminate the User's right to access or use Switch Services immediately and without notice if: (i) Switch determines the User's use of the Switch Services poses a security risk to Switch Services or any third party, could adversely impact Switch, Switch Services, Switch App, Switch Blockchain or any other Switch Users, or could subject Switch, its affiliates, or any third party to liability, (ii) Switch determines at any time that the User may have engaged in fraudulent activity at any point in relation to its use of Switch Services; (iii) the User is in breach of these Terms & Conditions; (iv) the User initiated a chargeback or dispute with respect to any payment or purchase of the Switch Services; or (v) the User has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

SWITCH RESERVES THE RIGHT TO CANCEL THE USER'S ACCOUNT SHOULD IT BE DETERMINED USERS ARE INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE.

4.2 Effect of Suspension

If Switch suspends the User's right to access or use any portion or all of the Switch Services, the User shall remain responsible for all fees and charges the User incurs during the period of suspension, including any Maintenance Fees and Blockchain Transaction Fees; and the User may be in violation of the User's hosting agreement or the blockchain protocols, which may prevent or limit the User's entitlement or access to any results or rewards that may have occurred during the User's suspension of the Switch Services. User agrees to pay any fee charged by Switch to reconnect the Switch Services.

4.3 Effect of Termination

If Switch terminates the User's right to access or use any portion of the Switch Services, then all of the User's rights under these Terms & Conditions immediately terminate and the User shall remain responsible for all fees owed to Switch incurred through the termination date.

5.0 DECENTRALIZED GOVERNANCE

5.1 Decentralized Advisory Board

The Switch Blockchain may have a decentralized advisory board. Nodes may also have voting rights through a distributed governance framework.

5.2. Validator Nodes

The Switch Blockchain has validator nodes, which are the Switch Nodes that approve and validate transactions and contribute to the security and stability of the network. Any User that owns a Switch Node involved in the consensus protocol may be rewarded from the Switch Blockchain and be able to charge Blockchain Transaction Fees.

5.3 Community and Decentralized Innovation

The Switch Blockchain invites any person or entity throughout the world to contribute to the Switch Blockchain, including coders, application developers, marketers, advertisers, and service and maintenance providers. Accepted amendments, updates, and innovation from individuals or groups of the Switch Blockchain community may be rewarded from the Switch Blockchain rewards.

6.0 PUBLICITY

The User is permitted to state publicly that it is a customer or user of Switch consistent with any Trademark Guidelines which may be adopted by Switch from time to time. The User agrees to abide by the Privacy Policy and Code of Conduct of Switch.

7.0 REPRESENTATIONS AND WARRANTIES

Each User represents and warrants that: (i) it has full power and authority to enter into these Terms & Conditions; and (ii) it will comply with all laws and regulations applicable to its provision or use of Switch Services.

8.0 DISCLOSURES & RISKS

8.1 Notification

Switch notifies each User of certain disclosures and risks associated with blockchain NFT and digital rewards and their associated technology and protocols. Switch Services are not an investment product, and no action, notice, communication by any means, or omission by Switch shall be understood or interpreted as such. Switch has no influence

whatsoever on the Switch Blockchain, the transactions and consensus protocols, or the NFTs or digital rewards, including the Switch Reward. Ownership of a Switch App or Switch Node or the use of Switch Services does not represent or constitute any ownership right or stake, share or security, debt or equivalent right, or any right to receive any future revenue or form of participation in or relating to any blockchain or digital reward, including the Switch Blockchain or Switch Reward.

8.2 Digital Rewards

Digital Rewards are not considered legal tender, are not issued or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, Digital Rewards are not insured against theft or loss by any insurance corporation or any investor protection, including the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

8.3 Market Risk

The value of NFTs and Digital Rewards are derived from supply and demand in the global marketplace, which can rise or fall independent of any government (fiat) currency in addition to potential utility on blockchain platforms. Holding NFTs and digital rewards carries exchange rate and other types of risk. The value of NFTs and digital rewards may be derived from the continued willingness of market participants to exchange traditional government currency for digital rewards, which may result in the potential for permanent and total loss of value of a particular digital reward should the market disappear. The volatility and unpredictability of the price and value of NFTs and digital rewards, relative to government currency, may result in significant loss over a short period of time. Switch cannot guarantee or warrant the value of any NFT, digital reward or blockchain, including the Switch Blockchain and Switch Reward, and explicitly warns the User that there is no reason to believe that any NFT, digital reward, or blockchain reward will increase in value, and that they may hold no value, decrease in value, or entirely lose value.

8.4 Regulatory Risk

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs, digital rewards, and blockchain rewards. The regulatory status of digital assets and blockchain technology is unclear or unsettled in many jurisdictions including but not limited to the United States, United Kingdom and European Union. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect digital assets, blockchain technology and

its applications. Such changes could negatively impact the Switch Services in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration.

Switch may cease any distribution of any of the above, the development of the Switch Platform or any operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which Switch operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental, quasi-governmental, regulatory or other similar types of (including banking authorities) will not examine the operations of Switch and/or pursue enforcement actions against Switch. Such governmental activities may or may not be specifically targeted at Switch. Such examinations and/or actions may subject Switch to judgments, settlements, fines or penalties, or cause Switch to restructure its operations and activities or to cease offering certain products or services, all of which could harm Switch's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Switch Services.

8.5 Technology Risk

Virtual NFT and digital reward transactions may be irreversible. Losses due to fraudulent or accidental transactions may not be recoverable. Some virtual transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber-attacks.

8.6 Changes to Switch Node Network

Switch and User recognize that from time-to-time amendments will be made to the Switch Node Network. Switch and User both specifically agree that Switch will, from time to time, present the Switch Node Network with proposed amendments (the "Proposed Amendments") that the Node Network will then vote on whether to implement the Proposed Amendments (the "Governance Vote"). The User understands that the Proposed Amendments will be made at the discretion of Switch, and Switch owes the User no duty or obligation to make Proposed Amendments in the User's best interests. The User specifically understands that there may come a time when Switch proposes a Proposed Amendment is not in the User's best interests, financial or otherwise (including, but not limited to a change in the distribution calculation), and in such situations the User has no legal recourse against Switch should any Proposed Amendment be approved and implemented through the Governance Vote. The User's only recourse is to vote against said Proposed Amendment. Switch and the User both

agree that one such Proposed Amendment may be to change the specifications, including, but not limited to the internet connection, Random Access Memory, Central Processing Unit requirements, extra space, and any other requirements needed to run the Nodes (the “Specifications”). Switch and User further agree that while the Specifications may be minimal on the effective date of this Agreement, this is subject to change through the Proposed Amendment and the Governance Vote. Rewards earned (financial or otherwise) for running a Switch Node are not subject to change.

9.0 DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Switch, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. Switch, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA, NFT AND DIGITAL REWARDS DERIVED, MAINTAINED, OR TRANSMITTED THROUGH USE OF Switch SERVICES. THE USER IS SOLELY RESPONSIBLE FOR SECURING ITS CUSTOMER DATA AND DIGITAL REWARDS. NEITHER Switch, ITS AFFILIATES, NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF Switch SERVICES, Switch BLOCKCHAIN, OR ANY OTHER SUPPORTED BLOCKCHAIN WILL BE ERROR-FREE OR UNINTERRUPTED. Switch, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

10.0 LIMITATION OF LIABILITY

10.1 Limitation of Indirect Liability

THE AGGREGATE LIABILITY OF Switch, ITS SUPPLIERS, CONTRACT PARTNERS, AFFILIATES, AND THE LIKE (ALTOGETHER THE “Switch PARTIES”) TO THE USER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE Switch SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM THE Switch PARTIES FAULT, NEGLIGENCE, OR OMISSIONS, SHALL NOT EXCEED THE AMOUNT PAID BY THE USER FOR ONE MONTH ACCESS TO THE Switch SERVICES MINUS ANY DIGITAL REWARDS GENERATED OR RECEIVED BY THE USER AS A

RESULT OF THE USE OF THE Switch SERVICES. THE Switch PARTIES SHALL NOT IN ANY CASE BE LIABLE FOR ANY LOST OPPORTUNITY COSTS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE Switch PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE. THE Switch PARTIES SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE Switch SERVICES OR ANY RELIANCE THEREON. THE Switch PARTIES ARE NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE Switch SERVICES, FAILURE OF THE Switch SERVICES TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES OF THE Switch PARTIES ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. THE USER IS SOLELY RESPONSIBLE AND LIABLE FOR YOUR SUE AND RELIANCE ON THE Switch SERVICES. THE USER ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THIS AGREEMENT IS CONDITIONED ON THE USER'S REPRESENTATION THAT THE USER HAS ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF THE Switch PARTIES' INTELLECTUAL PROPERTY RIGHTS OR THE USER'S PAYMENT OBLIGATIONS.

10.2 Unavailability of Relief

In the event Users sue Switch, Switch may not have any assets with which to satisfy a judgement. User understands that Switch may effectively be judgment proof.

11.0 INDEMNIFICATION

User agrees to indemnify and hold harmless Switch, including its affiliates, and Switch Services ("Indemnified Persons") from and against any loss, cost, or expense incurred as a consequence of any breach of warranty or representation hereunder by User. Additionally, User will defend, hold harmless, and indemnify Switch and its affiliates against any settlement amounts approved by the User and damages and costs finally awarded against the User and its affiliates by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from the User's use of Switch Services.

12.0 CONFIDENTIAL INFORMATION

The User may be exposed to Switch's (and other affiliated or third party blockchain protocols) Confidential Information. "Confidential Information" means any information, in any form or medium, whether marked confidential or not, disclosed to the User under this agreement, including, but not limited to, proprietary information, products, protocols, standards, manuals, services, business plans, customer lists, know-how, trade secrets, intellectual property rights, technical specifications, source code, object code, screen displays, designs, flowcharts, drawings, processes, algorithms, software programs, databases, marketing plans, articles, strategic direction, price lists, financial information or projections, notes, memoranda, extracts, summaries, reports, and/or analysis, including any and all derivative works of the aforementioned. Confidential Information shall not include information that is: (a) in the public domain, or subsequently becomes in the public domain, other than by breach of this or another agreement; (b) lawfully disclosed by a third party on a non-confidential basis to User, provided that the third party did not directly or indirectly receive the item from Switch; or (c) independently developed by the User without access to Switch's Confidential Information and all such development efforts can be clearly documented by User.

User acknowledges that all Confidential Information is and shall continue to be the exclusive property of Switch. User agrees to hold all Confidential Information received from Switch in trust and confidence and agrees that such information shall be used only for the purposes of this agreement. User shall not disclose, directly or indirectly, the Confidential Information to any third parties, or otherwise use the Confidential Information in a manner detrimental to Switch. User shall not make copies of any documents containing Confidential Information or disassemble, decompile, publicly display, distribute, create derivatives, or reverse engineer any materials, items, or products provided by the Switch. User understands that all Confidential Information is important, unique, and materially affects Switch's goodwill and success in conducting its business activities, and hereby agrees to indemnify and hold harmless Switch for damages that may arise from the unauthorized disclosure of Confidential Information by the User. This agreement extends to Confidential Information that may have been previously disclosed to the User prior to the execution of this Agreement.

User may be exposed to other third parties confidential or proprietary information. User will safeguard and keep confidential the confidential or proprietary information of customers, vendors, contractors, and other parties with whom Switch does business to the same extent as if it were Switch's Confidential Information and the prohibitions and restrictions herein apply equally to third parties confidential and proprietary information

received by User pursuant to this agreement as if it were Switch's Confidential Information.

User shall immediately inform Switch, in writing, of any misappropriation, unauthorized use, or disclosure of Confidential Information and will cooperate in every reasonable way to prevent further disclosure and to obtain possession of the misappropriated Confidential Information.

Upon written request from Switch, user shall return to Switch (or destroy upon the request of the Switch) all Confidential Information received by User.

13.0 MISCELLANEOUS

13.1 Assignment

The User will not assign or otherwise transfer the User's rights and obligations under these Terms & Conditions, without the prior written consent of Switch, which may be unreasonably withheld for any reason. Any assignment or transfer in violation of this section will be void. At any time and without the need for User's consent, Switch may assign any rights and obligations, under these Terms and Conditions. Subject to the foregoing, these Terms & Conditions will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. The User may not merge these Terms & Conditions with any other agreements with which Switch may be a party.

13.2 Disputes

Any dispute, controversy, difference or claim arising out of or relating to these Terms and Conditions or relating in any way to the User's use of the Site or Switch Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding any contractual or non-contractual obligations arising out of or relating to these Terms and Conditions shall be commenced only in a court in the State of Wyoming (federal or state), and the User and Switch each consent to the exclusive subject matter and personal jurisdiction of such Courts. Notwithstanding the foregoing Switch and the User agree that Switch may bring suit in court to enjoin infringement or other misuse of Switch's intellectual property rights. The prevailing party in any court action shall be entitled to costs and reasonable attorneys' fees. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). CUSTOMER ACKNOWLEDGES THAT, BY AGREEING TO THESE TERMS, EACH PARTY

WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

13.3 Entire Agreement

These Terms and Conditions and Privacy Policy sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Terms and Conditions, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms & Conditions and Privacy Policy. Specifically, the User represents that the User has not relied upon any representation or warranty made by Switch with respect to Switch, the Switch App, the Switch Services, or any technology used or employed by Switch that is not expressly set out in these Terms & Conditions. These Terms and Conditions may be updated on the Site.

13.4 Force Majeure

Switch and its affiliates will not be liable for any failure or delay in performance of obligation under these Terms & Conditions where the failure or delay results from any cause beyond reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a “hard fork” or “soft fork”).

13.5 Governing Law

Any claim or dispute between the User and Switch arising out of or relating to the User’s use of the Site, Switch Services, the Switch App or these Terms & Conditions, in whole or in part, shall be governed by the laws of the State of Wyoming, USA without respect to its conflict of law’s provisions. The 1980 United Nations Conventions on Contracts for the International Sale of Goods does not govern these Terms and Conditions.

13.6 Compliance with Local Law

It is Users’ responsibility to abide by local laws in relation to the legal usage of Switch Services in their local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. ALL USERS OF SWITCH SERVICES ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM

ILLEGAL ACTIVITIES; USERS AGREE THAT SWITCH WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS. Switch maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

13.7 Language

All communications and notices made or given pursuant to these Terms & Conditions must be in the English language. If Switch provides a translation of the English language version of these Terms and Conditions, the English language version will control in the event of any conflict.

13.8 Notices to the User and Switch

Switch may provide any notice to the User under these Terms and Conditions by: (i) posting a notice on Switch Site; or (ii) sending a message to the email address and or mobile number associated with the User's account. Notices provided on the Site will be effective upon posting and notices provided by email or to the mobile number will be effective when the email or SMS text message or push notification is sent. It is the User's responsibility to keep the User's email address and mobile number current. To update your account under these Terms & Conditions, the User must contact Switch at support@switchrewardcard.com. Switch may update the Switch contact email address by posting on the Switch Site.

13.9 Severability

If any portion of these Terms & Conditions is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.

13.10 No Third-Party Beneficiaries

These terms of service are for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

13.11 Relationship

Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations

on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

13.12 Switch Referral Program

The referral program lets you earn action points as soon as your friend (“invitee”) signs up for a Switch account using your unique referral link and makes a smart node purchase.

Important: Switch reserves the right to withdraw, suspend, or change the terms of the referral program at any time, at its sole discretion.

Promoting your referral code through the use of paid advertising based on 'Switch' or Switch-related keywords is prohibited. This includes, but is not limited to, bidding on or running ads on search based on keywords that include 'Switch' or variations thereon. Using 'Switch'-branded terms in your ad copy is not appropriate without Switch's express written agreement. Referrers who engage in such activities will have their referral codes deactivated and all referrals resulting from such activities are ineligible for rewards.

Referrals should be generated solely through information provided by Switch, including by providing access to Switch’s website and Terms and Conditions for review by any person considering signing up for a Switch account and/or purchasing any kind of Switch node. Any referrals generated through false, deceptive, misleading, incomplete, promissory, or unapproved information are subject to revocation; the referrer shall not be eligible for any points from the referral and his or her referral code may be deactivated; and the referrer may have his or her Switch account revoked.

Important Notice: Unfortunately, we can't guarantee points for every account and/or node purchase you refer due to the limitations mentioned above and risk of fraud, but we make a good faith effort to do so whenever possible. In addition, Switch reserves the right to withdraw, suspend, or change the terms of the referral program at any time, at its sole discretion, including due to changing market conditions, risk of fraud, or other reasons. By participating in the referral program, you acknowledge that receiving rewards is not guaranteed by Switch.

Referring a friend is an off-chain action. Subject to these conditions, a digital receipt will be confirmed for you to receive action points from this referral action. Rewards will be distributed by the blockchain in return for the digital receipt.

SWITCH IS NOT LIABLE FOR ANY MISREPRESENTATION OF SWITCH SERVICES MADE BY THE USER PROVIDING THE REFERRAL LINK.

14.0 E-SIGN CONSUMER DISCLOSURE AND CONSENT NOTICE

This E-Sign Disclosure and Consent Notice ("Notice") applies to all communications, as defined below, for services provided by Switch. ("Switch"). Under this Notice, communications you receive in electronic form from us will be considered "in writing."

By using Switch electronic and online services ("Electronic Services") you hereby consent to this Notice and affirm that you have access to the hardware and software requirements identified below. In addition, you must review and accept the terms of these services. If you choose not to consent to this Notice or you withdraw your consent, you will be restricted from using Electronic Services.

Scope of Communications to Be Provided in Electronic Form

Documents we provide to you in electronic form ("Electronic Communications") may include, but are not limited to, disclosures and other notices regarding our products and services such as:

- Terms and conditions and notices and any changes thereto;
- All legal and regulatory disclosures and communications associated with related products and services;
- Privacy statement or notices and any changes thereto;
- Pre-payment disclosures, transaction receipts, and confirmations;
- Error Resolution policies and notices; and
- Customer service communications (such as claims of error communications).

Method of Providing Communications to You in Electronic Form

All Electronic Communications that we provide to you will be provided either via (1) Switch's website, mobile applications, or mobile website, (2) e-mail, (3) SMS text message, and/or (4) push notification. Switch may provide "hyperlinks" online, and in e-mails.

How to Withdraw Consent

You may withdraw your consent to receive Electronic Communications under this Notice by contacting us through our website at <https://switchrewardcard.com/> or via phone at 1-800-775-0890. Your withdrawal of consent will cancel your agreement to receive Electronic Communications, and therefore, your ability to use our Electronic Services. At our option, we may treat your provision of an invalid e-mail address, or the subsequent

malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive Electronic Communications.

Any withdrawal of your consent to receive Electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive Electronic Communications. If you withdraw your consent, the legal validity and enforceability of prior Electronic Communications delivered will not be affected. In addition, you may experience a delay in obtaining information regarding your transactions.

How to Update Your Records

It is your responsibility to keep your primary email address and mobile phone number true, accurate, and complete so that Switch can communicate with you electronically. You understand and agree that if Switch sends you an Electronic Communication, but you do not receive it because your primary email address on file or mobile phone number is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Switch will be deemed to have provided the Electronic Communication to you; however, we may deem your account inactive. You may not be able to transact using our services until we receive a valid, working primary email address or phone number from you.

If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add Switch to your email address book so that you can receive Electronic Communications from us.

You can update your address and contact information by signing into your account profile, reviewing, and updating the information stored on file. If you are experience issues, you can contact Switch through our website at <https://switchrewardcard.com/> or via phone at 1-800-775-0890.

Hardware and Software Requirements

In order to access, view, and retain Electronic Communications that we make available to you, you must have:

- A valid email address or mobile phone number;
- A computer, mobile, tablet or similar device with internet access and current browser software and computer software that is capable of

receiving, accessing, displaying, and either printing or storing Electronic Communications received from us;
Sufficient storage space to save Electronic Communications (whether presented online, in e-mails, texts, or PDF) or the ability to print Electronic Communications.

If there is a substantial change in these requirements, you will be notified of the requirement changes accordingly.

We may request that you respond to an email or SMS text message to demonstrate you are able to receive Electronic Communications.

Federal Law

You acknowledge and agree that your consent to Electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or change the terms and conditions on which we provide Electronic Communications. We will provide you with notice of any such termination or change as required by law.

Consent

By signing up for the services and signing your name you adopt the signature as your electronic signature, you give your affirmative consent for Switch to provide Electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address and mobile number at which we may send electronic communications to you.