

OCEAN TOKEN RELAYER LLC USER AGREEMENT

This is a contract between you and Ocean Token Relay LLC, together with its parents, subsidiaries and affiliates (together, “Ocean”) (the “Agreement”). Ocean provides an online platform and related services that connect sellers and buyers seeking to respectively exchange Supported Tokens (as defined below). By signing up to use an account through <https://theocean.trade>, or any associated websites, application programming interface, or mobile applications (collectively the “Ocean Services Website”), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy (<https://theocean.trade/privacy-policy.pdf>).

PLEASE READ THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT CAREFULLY BEFORE USING OCEAN SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE PROHIBITED FROM USING OCEAN SERVICES.

PART 1: GENERAL USE

1. Basic Ocean Services.

1.1. Eligibility. To be eligible to use the Ocean Services, you must be at least 18 years old, not a resident of New York state, and form a binding contract with the Ocean in compliance with this Agreement and applicable law. The Ocean may from time to time impose additional eligibility requirements that must be met in order to use Ocean Services.

1.2. Ocean Services. Your Ocean Account (“Ocean Account”) encompasses the following basic Ocean services: it allows users to trade supported cryptocurrencies, cryptographic tokens, and tokenized assets (or other similar utility tokens) (“Supported Tokens”) for other Supported Tokens (each such transaction, a “Supported Token Transaction”) and such other trading tools and resources that may be made available to you from time to time (collectively the “Ocean Services”). The risk of loss in trading or holding Supported Tokens can be substantial. You should therefore carefully consider whether trading or holding Supported Tokens is suitable for you in light of your financial condition, information, and sophistication.

1.3. New York State. You further agree and represent that (i) you are not a resident of New York state; and (ii) if you are not a resident of New York state, you will not access or use Ocean Services while physically present in New York state. The Ocean employs commercially reasonable measures designed to prohibit Ocean Services from being utilized by New York residents or in New York state, and You agree not to take steps to intentionally circumvent those measures.

2. Creating an Ocean Account.

2.1. Registration of an Ocean Account. In order to use the Ocean Services, you will need to register for an Ocean Account. During the registration process, we will ask you for information, including your name, and other personal information to verify your identity. We may, in our sole discretion, refuse to open an Ocean Account. Each user is limited to, at most, one

Ocean Account. Any attempts by a user to register for multiple Ocean Accounts will result in the restriction of all Ocean Accounts associated with such user.

2.2. Identity Verification. You agree to provide us with the information we request for the purposes of identifying 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 need to complete certain verification procedures before you are permitted to use the Ocean Services. Your access to one or more Ocean Services and the limits that apply to your use of the Ocean Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your legal first and last name, date of birth, country of nationality, address including city, postal code, country, email address, and other documentation (including, but not limited to, acceptable government issued photo identification). In providing us any information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. 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 credit agencies, anti-fraud services, federal agencies or similar service providers and related regulatory agencies and that these third parties may respond to our inquiries in full. Your Ocean Account will need to successfully complete our Know Your Customer (“KYC”) and Anti-Money Laundering (“AML”) verification process. For more information regarding the onboarding process (“Onboarding Process”), you can visit <https://app.theocean.trade/dashboard/auth/register>. We reserve the right to modify our Onboarding Process, including our KYC and AML verifications, from time to time. Our identity verification process should have no adverse effect on your credit rating. You will either be confirmed (“Confirmed”) or restricted (“Restricted”) from using the Ocean Services. You will not be able to make full use of the Ocean Services until the verification process is complete to our satisfaction. Additionally, we may require enhanced due diligence or require you to wait some amount of time after completion of a transaction, before permitting you to use further Ocean Services. You will receive an email notification when you have been Confirmed or Restricted from using the Ocean Services. If Confirmed, you will be able to begin trading. If Restricted, you will remain unable to trade on the Ocean Services.

2.3. Third-Party Wallet Confirmation. In order to use the Ocean Services, you must confirm your control of a public address on the Ethereum blockchain in accordance with the procedures set forth below, accept the terms of this Agreement, and receive an acknowledgement of such confirmation from the Ocean via its website, prior to engaging in any activity on the Ocean. Ocean retains the right to refuse confirmation of any wallet for any reason. In order to trade, you will be responsible for cryptographically signing an order with a private key associated with the third-party wallet you have confirmed with your Ocean Account. By definition, decentralized exchanges, such as those offered as Ocean Services, require users to provide their own wallet that is controlled by the user in order to access Ocean Services. The Ocean bears no responsibility for a user’s wallet, whether or how a user’s wallet interacts with the Ethereum blockchain, or any defects relating thereto.

2.4. Prohibited Users. The following persons are prohibited users of Ocean Services and your registration for an Ocean Account shall be your representation that you are not, and you are not acting on behalf of, any of the following persons: Any person or entity that is acting, whether directly or indirectly, (i) in contravention of any U.S., other national, international, or other money laundering regulations or conventions, or (ii) on behalf of terrorists, terrorist organizations, or other high-risk entities, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization for Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, Financial Crimes Enforcement Network (FinCEN), the Office of Foreign Assets Control (OFAC), countries listed by Transparency International (www.transparency.org) as being vulnerable to corruption, or any country or organization, all as may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figures, or (iv) for a foreign shell bank (each of (i) to (iv), a Prohibited User) are prohibited from accessing or using the Platform.

3. Ocean Services.

3.1. In General. Ocean Services are dependent on the Ethereum blockchain functioning as intended. We have no control over the functioning of the blockchain or other technologies, systems, or assets underlying any Supported Tokens. You agree that we bear no liability for the risks associated with Supported Tokens, including, but not limited to: the existence of technical flaws; targeting by malicious persons; changes in consensus protocol or algorithms; decreased community or miner support; rapid fluctuations in the value; the existence or development of competing networks; the existence or development of forked versions; fraud in the description of the function or assets backing such Supported Token (if any); flaws in the underlying scripting language; disputes among developers, miners and/or users; and regulatory action against a Support Token's developers, miners, users, business, or management.

Ocean reserves the right to refuse to process or to cancel any pending Supported Token Transaction as required by our internal fraud prevention policy or transaction limits, by law, or in response to a subpoena, court order, or other binding government order. Ocean Services are available only in connection with those Supported Tokens that Ocean, in its sole discretion, decides to support. Due to market conditions or other circumstances, Ocean may, in its sole discretion, change the list of Supported Tokens without notice. In the event we stop supporting a particular token, you may be unable to exchange such tokens on Ocean at any rate, and you agree that we will bear no liability in any such event. If you have any questions about which Supported Tokens Ocean currently supports, please visit <https://app.theocean.trade/dashboard>.

3.2. Supported Token Transactions. You agree to verify the accuracy of all transaction information prior to submitting trading instructions to Ocean, including the type of transaction. Ocean will not review whether any transaction accurately reflects your intended trade, whether or not the transaction appears to contain manifest error. In undertaking a Supported Token Transaction, users of Ocean Services may incur the two following types of fees (1) transaction fees charged by the Ocean to match and process orders; and (2) estimated network fees, based on

the Ethereum network fee charged to Ocean, to execute trades. Ocean will calculate the estimated network fee in its discretion, and the estimated network fee may vary from the actual network fee. Ocean will notify you of the estimated network fee at or before the time you authorize the transaction. This estimate is subject to change over time. The network fee may be volatile and is a function of activity on the Ethereum blockchain, which is outside the control of the Ocean and which users expressly acknowledge. Unless the user opts to pay estimated network and transaction fees separately, they will be netted from the transaction amounts in any Supported Token Transaction. The exchange rates struck by users for transactions through the Ocean Services may bear no relation to the exchange rates available elsewhere. You recognize and agree that Supported Transactions are irreversible and that after a Supported Transaction is recorded on the Ethereum blockchain, it cannot be undone. You understand that potential Supported Transactions may fail if the underlying matched 0x orders are not processed by the related 0x contract, including due to your or another user's attempt to transfer more than the amount of Supported Currency owned. Ocean bears no responsibility for such failures.

3.3. Independent Decisions, Ocean Does Not Provide Advice. Each decision by you to enter into a transaction using Ocean Services and each decision whether a transaction is appropriate or proper for you is your independent decision. We are not acting as an advisor or serving as a fiduciary to you. You agree that we have no fiduciary duty to you and no liability in connection with and are not responsible for any liabilities, claims, damages, costs, or expenses, including attorneys' fees, incurred in connection with your taking or not taking any action based upon any information provided by us.

3.4. Ocean Principal Activities. Ocean, its personnel and affiliates, and various other parties may trade in the same Supported Tokens at the same or different exchange rates than you. Ocean will be under no duty to disclose any principal trading to you. You understand and agree that Ocean's principal trading activities could have a negative effect on your trading activities. You acknowledge that Ocean is (i) not an exchange or a broker-dealer registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934; (ii) not offering to sell or soliciting offers to buy any securities on the Ocean Services; and (iii) not a registered investment adviser under the Investment Advisers Act of 1940 (Advisers Act). The extent and nature of the Ocean's principal trading activities and its status as a broker-dealer or related laws may change over time and without further notice, other than where required by applicable law.

3.5. Operation of Supported Token Protocols. Ocean does not own or control the underlying software protocols which govern the operation and transfer of Supported Tokens, including the 0x protocol (<https://0xproject.com/>) that enables trades conducted as part of Ocean Services. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using Ocean Services, you acknowledge and agree that: (i) Ocean is not responsible for operation of the underlying protocols and that Ocean makes no guarantee of their functionality, security, or availability; (ii) the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or whether tokens are eligible to be Supported Tokens on the Ocean platform; and (iii) trades on the Ocean are facilitated through the use of the open-source 0x protocol, which is not developed, maintained or under the control of the Ocean.

Developments in cryptographic technologies and techniques, including (but not limited to) the advancement of artificial intelligence and/or quantum computing, pose security risks to all cryptography-based systems including Ethereum and the Ocean Services Website. These advancements may result in theft, loss, disappearance, destruction, devaluation, or other compromises of the Ocean Services Website. Ethereum code, including the code required for Supported Token Transactions to be processed, is a nascent technology and subject to flaws and vulnerabilities. The code behind the Ocean Services Website that is used to render Ocean Services is therefore potentially subject to one or more defects, weaknesses, inconsistencies, errors, or bugs that could lead to a loss of property or value.

4. General Use, Prohibited Use, and Termination.

4.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Ocean Services Website, and related content, materials, or information (collectively, the “Content”) solely for approved purposes as permitted by Ocean from time to time. Any other use of the Ocean Services Website or Content is expressly prohibited and all other right, title, and interest in the Ocean Services Website or Content is exclusively the property of Ocean and its licensors. You agree you will not 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. Terms such as “theocean.trade”, “Ocean,” and all logos related to the Ocean Services or displayed on the Ocean Services Website are either trademarks or registered marks of Ocean or its licensors. You may not copy, imitate or use them without Ocean’s prior written consent.

4.2. Website Accuracy. Although we intend to provide accurate and timely information on the Ocean Services Website, the Ocean Services Website (including, without limitation, the Content) may not always be entirely accurate, complete, or current, and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice (including, without limitation, information regarding our policies, products, and services). Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Ocean Services Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including, without limitation, websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Ocean Services Website, and that we shall not be responsible or liable for any loss in connection with reliance on such other sites or related information, content or services.

4.3. Third-Party Applications. Unless otherwise provided in this Agreement, you shall not grant permission to third-party persons, entities, or software (a “Bot”) to access or connect to your Ocean Account without the written consent of Ocean. The Ocean may, in its discretion, offer an API through which you may connect software to access and/or control your Ocean Account. In the event you use such an API, you acknowledge that granting permission to a third party to take specific actions on your behalf or using a Bot does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party or Bot with access to your Ocean Account. Further, you acknowledge and agree that you will not hold

Ocean responsible for, and will indemnify Ocean from, any liability arising out of or related to any act or omission of any third party or Bot with access to your Ocean Account.

Furthermore, the Ocean will grant you a limited, non-exclusive, non-transferrable license to access and use any API it may make available. Such license does not include:

- The distribution, public performance, or public display of content on the Ocean website (the “Ocean Content”);
- Modifying or otherwise making any derivative uses of the Ocean Content, or any portion thereof;
- Use of any scraping, data mining, robots, or similar data gathering or extraction methods;
- Downloading (other than page caching) any portion of the Ocean Content, its website content, or any information contained therein, except as expressly permitted in the Ocean Services;
- Accessing the API with an unauthorized or third-party client; or
- Any use of the Ocean Services other than for their intended purpose.

Any use of the Ocean Services or Ocean Content other than as specifically authorized in this Agreement (or by law), without the prior written permission of the Ocean, is strictly prohibited and will terminate the license to use the Ocean Content and Ocean Services via an API granted in this Agreement.

4.4. Prohibited Use. In connection with your use of the Ocean Services you agree and represent you will not engage in any Prohibited Business or Prohibited Use as described below. We reserve the right at all times to monitor, review, retain, and/or disclose any information, including the details of your trading activity, as we deem appropriate or necessary; including, without limitation, to satisfy any applicable law, regulation, sanctions programs, legal process, or governmental request. We reserve the right to cancel and/or suspend your Ocean Account and/or block any transaction immediately and without notice if we determine, in our sole discretion, that your Ocean Account is associated with a Prohibited Use.

4.5. Suspension, Termination, and Cancellation. Ocean may: (a) suspend, restrict, or terminate your access to any or all of the Ocean Services, and/or (b) deactivate or cancel your Ocean Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority;
- We suspect you of using your Ocean Account in connection with a Prohibited Business or Prohibited Use;

- Use of your Ocean 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;
- You take any action that Ocean deems as circumventing Ocean's controls, including, but not limited to, opening multiple Ocean Accounts or abusing promotions which Ocean may offer from time to time; or
- You post or transmit any content via the Ocean Services (or in venues moderated by the Ocean, including, but not limited to, its Telegram channel) that, in the sole discretion of the Ocean, (i) is patently offensive; (ii) is harassing; (iii) solicits personal/private information of others; (iv) constitutes criminal or tortious activity; or (v) otherwise violates this Agreement.

If Ocean suspends or closes your Ocean Account or terminates your use of Ocean Services for any reason, we will, if practical and legally permissible under the circumstances, provide you with notice of our actions by email. You acknowledge that Ocean's decision to take certain actions, including limiting access to, suspending, or closing your Ocean Account, may be based on confidential criteria that are part of Ocean's risk management and security protocols. You agree that Ocean is under no obligation to disclose the details of its risk management and security procedures to you.

4.6. Relationship of the Parties. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Ocean to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Ocean to be treated as the agent of the other.

4.7. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, private third-party wallet keys, personal identification numbers (PINs), API keys, or any other codes that you use to access the Ocean Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Ocean Account by third-parties and/or the loss or theft of any Supported Token and any associated third-party wallet. You are responsible for keeping your email address up to date in your Ocean Account in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of Ocean Account login credentials due to no fault of Ocean and/or failure to follow or act on any notices or alerts that we may send to you. You are responsible for any unauthorized use of your Ocean Account. In the event you believe your Ocean Account information has been compromised, contact Ocean Support immediately at support@theocean.trade.

4.8. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Ocean 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 Ocean Account.

5. Customer Feedback, Queries, Complaints, and Dispute Resolution

5.1. Contact Ocean. If you have any feedback, questions, or issues with use of the Ocean Services Website, contact us at support@theocean.trade. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Ocean Account, and the transaction on which you have feedback, questions, or complaints. If you believe your Ocean Account has been compromised, you should report it immediately by emailing support@theocean.trade. If you have a legal complaint or other dispute with Ocean, address your complaint to Ocean Token Relay LLC, Attn: Legal Department, 2016 8th Ave S, Nashville, Tennessee 37204.

5.2. Arbitration; Waiver of Class Action. If you have a dispute with Ocean, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our support team, you and we agree (“Agreement to Arbitrate”) that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association’s rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>) and you and Ocean hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys’ fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys’ fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator’s rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If a court decides that any provision of this Section 5.2 (*infra*) is invalid or unenforceable, that provision shall be severed and the other parts of this Section 5.2 shall still apply. In any case, the remainder of this Agreement, will continue to apply.

You can choose to reject this Agreement to Arbitrate (“opt out”) by mailing us a written opt-out notice (“Opt-Out Notice”). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept the Agreement for the first time. You must mail the Opt-Out Notice to Ocean Token Relay LLC, Attn: Litigation Department, 2016 8th Ave S, Nashville, Tennessee 37204.

For your convenience, we are providing an Opt-Out Notice form (<https://theocean.trade/arbitration-opt-out.pdf>) you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number, and the email address(es) used to log in to the Ocean (s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of

the Agreement to Arbitrate, all other parts of the Agreement will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

FOR ALL USERS RESIDING IN THE UNITED STATES, PLEASE BE ADVISED: CLAUSE 5.2 OF THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT-OUT. UNLESS YOU OPT OUT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST OCEAN ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

6. General Provisions.

6.1. Computer Viruses. We shall not bear any liability, whatsoever, 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. We advise the regular use of a reputable and readily available virus screening and other security 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 Ocean. Always log into your Ocean Account through the Ocean Services Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

6.2. Release of Ocean; Indemnification. If you have a dispute with one or more users of the Ocean Services, you release Ocean, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives from any and all claims, demands, and damages (actual, consequential, or otherwise) of every kind and nature arising out of or connected with such disputes. You agree to indemnify and hold Ocean, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees, and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees, or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule, or regulation, or the rights of any third party.

6.3. Limitation of Liability; No Warranty. IN NO EVENT SHALL OCEAN, ITS AFFILIATES OR SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE FOR ANY LOSSES, CLAIMS, DAMAGES, LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE OCEAN SITE OR THE OCEAN SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OCEAN HAS BEEN ADVISED OF OR KNEW OR

SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Ocean shall not be liable to you for any claims, losses, damages, costs, or expenses (including attorneys' fees) caused, directly or indirectly, by any events, actions or omissions (including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees) resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person, or any delay, disruption, failure, or malfunction of any transmission or communication system, blockchain or computer facility (whether or not belonging to Ocean).

THE OCEAN SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OCEAN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. OCEAN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE OCEAN SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 7.3 are intended to apply only to the extent permitted under New Jersey law.

6.4. Entire Agreement. This Agreement and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Ocean as to the subject matter hereof, and 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 Ocean. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

6.5. Amendments to this Agreement. We may amend or modify this Agreement, in our sole discretion, by posting the amended or modified Agreement on the Ocean Services Website and/or requiring you to acknowledge the amendment and/or modification at the time you access the Ocean Services Website. The revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Ocean Services and close your Ocean Account. You agree that we shall not be liable to you or any third party for any modification or termination of the Ocean Services, or suspension or termination of your access to the Ocean Services, except to the extent otherwise expressly set forth herein.

6.6. Assignment; Third Parties. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Ocean affiliates or subsidiaries, or to any successor in interest of any

business associated with the Ocean Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns. Nothing in this Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their permitted successors and assigns.

6.7. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid, and enforceable; and (2) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement, to the extent permitted by law.

6.8. Change of Control. In the event that Ocean is acquired by 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 as part of such merger, acquisition, sale, or other change of control.

6.9. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Ocean Account cancellation, general use of the Ocean Services Website, disputes with Ocean, and general provisions, shall survive the termination or expiration of this Agreement.

6.10. Governing Law. You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Ocean, except to the extent governed by federal law. This Agreement is not intended to conflict with and will not override any legal or regulatory requirements to which Ocean or you are subject. If there is any conflict between any provision of this Agreement and any provisions of applicable law, rule or regulation Ocean shall be entitled to take, or omit to take, any action it considers necessary to comply with such law, rule or regulation. Any such action or omission will not constitute a breach of Ocean's obligations under this Agreement and such action or omission will be binding on you.

6.11. Force Majeure. We shall not be liable for delays, failure in performance, or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

6.12. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the

English language. Any translation provided may not accurately represent the information in the original English.

6.13. Non-Waiver of Rights. This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.

6.14. Recording of Conversations. You agree that we may, without further notice to you, record any telephonic communications between you and any Ocean personnel and agree that such conversations are admissible as evidence in any dispute between us.

APPENDIX 1: PROHIBITED USES

1. You covenant that all activity and conduct in connection with your use of the Ocean Services, including any resultant transactions, will be in compliance with all applicable laws, rules, regulations, requirements, guidelines, policies, economic or financial sanctions, and trade embargoes enacted, imposed, administered, or enforced by any international, national, state, or local governmental or quasi-governmental body or the respective governmental institutions of any of the foregoing (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of Commerce, and Her Majesty's Treasury). You may not use your Ocean Account to engage in the following categories of activity ("Prohibited Use"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Ocean Services involves a Prohibited Use or have questions about how these requirements apply to you, please contact us at support@theocean.trade. By opening an Ocean Account, you confirm that you will not use your Ocean Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in the violation of, any law, statute, ordinance, regulation, or sanctions programs administered in the countries where Ocean conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control; which would involve proceeds of any unlawful activity; or which would publish, distribute, or disseminate any unlawful material or information.
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Ocean Services Website that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Ocean Services Website, other Ocean Accounts, computer systems or networks connected to the Ocean Services Website, through password mining or any other means; use Ocean Account information of another party to access or use the Ocean Services Website; or transfer your Ocean Account access or rights to your Ocean Account to a third party, unless by operation of law or with the express permission of Ocean.
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Ocean Services; defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity, and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Ocean Services Website about others, including without limitation email addresses, without proper consent.
- **Fraud or Manipulation:** Activity which operates (or is intended to operate) to defraud Ocean, Ocean users, or any other person; provide any false, inaccurate, or misleading information to Ocean; or engage in any trading pattern or practice which is intended artificially to manipulate or does in fact artificially manipulate the price or volume of any Supported Token.

- **Gambling:** Lotteries; bidding fee auctions; sports forecasting, or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance.
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Ocean intellectual property, name, or logo, including use of Ocean trade or service marks, without express consent from Ocean or in a manner that otherwise harms Ocean or the Ocean brand; any action that implies an untrue endorsement by or affiliation with Ocean.
- **Securities Laws:** You agree that you will not offer two-way quotations or act as a “market maker” of securities on the Ocean Services Website unless you are a registered dealer under Section 15(a) of the Securities Exchange Act.

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

We are required to identify users on our platform in compliance with KYC/AML requirements in the jurisdictions in which we operate. Ocean collects and verifies information about you in order to: (a) protect Ocean and the community from fraudulent users and (b) to keep appropriate records of Ocean's customers.

All customers who wish to use Ocean Services are required to establish an Ocean Account by:

- Providing your name, email address, and password;
- Certifying that you are 18 years or older;
- Accepting this Agreement and Privacy Policy; and
- Verifying your identity by submitting the following information:
 - Legal first and last name;
 - Date of birth;
 - Email address;
 - Country of nationality;
 - Address including city, postal code, and country;
 - Submit a copy of an acceptable form of identification (i.e. passport, state driver's license, or state identification card); and
 - Submit a picture of yourself or a selfie from your webcam or mobile phone.

In its discretion, Ocean may require enhanced due diligence and additional fees and costs may apply.

APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT

This policy describes how Ocean delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “Communications”) that we provide in connection with your Ocean Account and your use of Ocean Services. Communications include:

- Terms of use and policies you agree to (e.g., the Agreement and Privacy Policy), including updates to these agreements or policies;
- Ocean Account details, history, transaction receipts, confirmations, and any other Ocean Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Ocean Account.

We will provide these Communications to you by posting them on the Ocean website, emailing them to you at the primary email address listed in your Ocean profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need a computer with sufficient hardware and software capabilities to interact with the platform and maintain other security features, as may change over time.

Updating your Information

It is your responsibility to provide us with a true, accurate, and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Ocean sends you electronic Communications, but you do not receive them because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, then Ocean will be deemed to have provided the Communication to you.

You may update your information by logging into your Ocean and visiting settings or by contacting our support team at support@theocean.trade.