

Architect Financial Technologies Inc.

Website Terms of Use

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These terms of use ("Terms") govern your use of the Architect Financial Technologies Inc. ("Architect") website located at <https://www.architect.co> and all associated sites, services, and content provided by Architect and its subsidiaries and affiliates (the "Site"). The Site is the property of Architect and its licensors. PLEASE READ THESE TERMS CAREFULLY. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE SITE. If you are accessing and using the Site on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, "you" and "your" will refer to that entity. Your use of the Site is subject to the Architect Privacy Policy found at <https://www.architect.co/legal/aft-privacy-policy>, which describes our collection, use, and disclosure of information relating to you and your use of the Site.

1. Modification of Terms

Architect reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time, and Architect will revise the "last updated" designation above to reflect the date on which these Terms were most recently modified. It is your responsibility to check these Terms periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes to these Terms. As long as you comply with these Terms, Architect grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site. Architect may change or discontinue all or any part of the Site, at any time and without notice, at our sole discretion.

2. Content and Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such

Content, contained on the Site is owned, controlled or licensed by or to Architect, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. As between you and Architect, Architect and its licensors exclusively own all right, title and interest in and to the Content and the Site, including all associated intellectual property rights. You acknowledge that the Content and Site are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site. Except as expressly provided in these Terms, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Architect's express prior written consent.

3. Eligibility

You may use the Site only if you are 18 years or older and capable of forming a binding contract with Architect, and not otherwise barred from using the Site under applicable law.

4. Purchases; Other Terms and Conditions

Additional terms and conditions, or separate contractual agreements may apply to purchases of products or services and to specific portions or features of the Site, all of which terms are made a part of these Terms by this reference. You agree to abide by such other terms and conditions and contractual agreements, including representing that you are of sufficient legal age and that you have sufficient legal authority to use or participate in such service or feature, and to bind yourself or the entity on whose behalf you are acting to these Terms or to any other relevant contractual agreement. If there is a conflict between these Terms and the terms posted or contractual agreements for or applicable to a specific portion of the Site or for any product or service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific product or service.

Architect's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Architect may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Architect makes no commitment to update the materials on the Site with respect to such products and services.

5. Feedback

Architect appreciates feedback, enhancement requests, corrections, comments, ideas, proposals and suggestions for improvements to the Site ("Feedback"). You hereby grant Architect a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable, non-exclusive license to use, copy, modify, distribute and incorporate into the Site any Feedback you provide to us. You acknowledge that Architect may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, and Architect may treat Feedback received from you as non-confidential. Architect may monitor how you use the Site and may utilize the information concerning your use of the Site to improve Architect's Site or other services. Architect will solely own all sites, products and services developed by or for Architect that leverage or incorporate such Feedback.

6. General Prohibitions and Enforcement Rights

You agree not to do any of the following:

- a. Use, display, mirror or frame the Site or any individual element within the Site, Architect's name, any Architect trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Architect's express written consent;
- b. Access, tamper with, or use non-public areas of the Site, Architect's computer systems, or the technical delivery systems of Architect's providers;

- c. Attempt to probe, scan or test the vulnerability of any Architect system or network or breach any security or authentication measures;
- d. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Architect or any of Architect's providers or any other third party (including another user) to protect the Site;
- e. Attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Architect or other generally available third-party web browsers;
- f. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- g. Use any meta tags or other hidden text or metadata utilizing an Architect trademark, logo URL or product name without Architect's express written consent;
- h. Use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms or otherwise expressly authorized by Architect in writing;
- i. Forge any header or any part of the header information in any email or newsgroup posting, or in any way use the Site to send altered, deceptive or false source-identifying information;
- j. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site;
- k. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- l. Collect or store any personally identifiable information from the Site from other users of the Site without their express permission;
- m. Violate any applicable law or regulation; or
- n. Use the Site or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Architect or others.

Architect is not obligated to monitor access to or use of the Site or to review or edit any content. However, Architect has the right to do so for the purpose of operating the Site, to ensure compliance with these Terms, and to comply with applicable law, other legal requirements, or Architect's internal policies and procedures. Architect reserves the right, but is not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if Architect, at its sole discretion, considers it objectionable or in violation of these Terms. Architect has the right to investigate violations of these Terms or conduct that affects the Site. Architect may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

7. Links to Third-Party Websites or Resources

The Site may allow you to access third-party websites, services, or other resources ("Third-Party Services"). Architect provides access to Third-Party Services only as a convenience and is not responsible for the content, products, or services on or available from those resources or links displayed on such Third-Party Services. Additionally, Architect makes no representations or warranties concerning the content of such Third-Party Services, and the fact that access to such Third-Party Services is provided does not constitute any endorsement, authorization or sponsorship of such Third-Party Services. You acknowledge sole responsibility for and assume all risk arising from, your use of any Third-Party Services.

8. Warranty Disclaimers

None of the Content on or made available through the Site shall be considered an offer or recommendation by Architect to buy or sell, or a solicitation of an offer from Architect to buy or sell any digital asset, derivative, security or instrument or to participate in any particular trading strategy. Further, none of the Content is intended to constitute investment advice or a recommendation to make (or refrain from making) any kind of investment decision and may not be relied on as such. Any historical data and analysis which may be made available to you, should not be taken as an indication or guarantee of any future performance, analysis, forecast or prediction. The entire risk as to the accuracy, completeness and use of the Content of the

Site (including any Third-Party Services made available to you through the Site) is with you, as is the risk of viruses and other contamination.

YOU HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SITE, INCLUDING ANY THIRD-PARTY SERVICES YOU ACCESS OR USE IN CONNECTION WITH THE SITE.

ARCHITECT DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE, THIRD-PARTY SERVICE, OR FEATURE AVAILABLE VIA THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE IS PROVIDED "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ARCHITECT EXPLICITLY DISCLAIMS, WITH RESPECT TO BOTH THE SITE AND ANY THIRD-PARTY SERVICES AVAILABLE VIA THE SITE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Architect makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information or content on the Site or made available via Third-Party Services.

Architect reserves the right to do any of the following, at any time, without notice: (a) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (b) to modify or change the Site, or any portion of the Site; and (c) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

9. Indemnity

You will indemnify and hold Architect, and each of its officers, directors, employees, agents, subsidiaries and affiliates, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses (including attorneys' fees), made against Architect by

any third party due to or arising out of or in any way connected with (a) your access to or use of the Site and any Content contained therein, or (b) your violation of these Terms.

10. Limitation of Liability

Except where prohibited by law, in no event will Architect be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits or trading losses, even if Architect has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms, Architect is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Architect's liability shall in no event exceed \$10.00 USD. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

11. Dispute Resolution, Governing Law, and Arbitration

You agree that these Terms will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles. The parties will submit all disputes arising under these Terms to arbitration in New York City, New York before a single arbitrator of the American Arbitration Association ("AAA"), unless you opt out of arbitration by sending an opt out notice to Architect at legal@architect.co within the first 30 days of being subject to these Terms. The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties. Neither party to these Terms will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent a party from obtaining an injunction. You waive your right to participate in class action lawsuits or class-wide arbitration for claims arising out of these Terms.

12. General Terms

Entire Agreement; Assignment

These Terms (including any additional terms and conditions, or separate contractual agreements which may apply to purchases of products or services and to specific portions or features of the Site) constitute the entire and exclusive understanding and agreement between

Architect and you regarding the Site, and these Terms supersede and replace all prior oral or written understandings or agreements between Architect and you regarding the Site. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Architect's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Architect may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

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

Waiver of Rights

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

13. Contact Information

If you have any questions about these Terms please contact Architect at: legal@architect.co, or if you have questions about the Site or wish to provide Feedback, please contact Architect at: support@architect.co