

Terms of Service - Waymont Holdings Co.

Last Updated: November 6, 2023

1. Welcome

a. Waymont Holdings Co. ("**Waymont**", "**we**", "**our**", or "**us**") develops smart contract based, self-custody technologies which allow users to conduct and manage cryptoasset transactions on compatible blockchains and similar networks (the "**Waymont Suite**").

b. Waymont offers the Waymont Web App, Waymont Connect, and Waymont Mobile App. Each account controls smart contract wallets which hold separate cryptoassets. Each smart contract can only be accessed via the Waymont Web App or Waymont Connect, and activity must be approved through their mobile signers. These Terms of Service apply to the Waymont Web App, Waymont Connect, and Waymont Mobile App, or collectively, the "**Waymont Suite**." "**You**" and "**your**" refer to you, as a user of the Waymont Suite.

c. **IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. USERS: WHEN YOU AGREE TO THESE TERMS OF SERVICE YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND WAYMONT THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 16 BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 16 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 15 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.**

2. Your relationship with us

a. This document and any documents referred to within it (collectively, the "**Terms of Service**") set out the terms of your relationship with us. It is important that you read and understand the Terms of Service before using the Waymont Suite.

b. By using and accessing the Waymont Suite, you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not use the Waymont Suite.

c. If you are accessing or using the Waymont Suite 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 of Service. In that case, reference to "**you**" and "**your**" in these Terms of Service will also refer to that entity.

3. Information about us

a. Waymont is a company registered in Delaware with its registered agent address 251 Little Falls Drive, Wilmington DE 19808. If you would like to contact us, please write to us using the details at the end of these Terms of Service.

4. Information about you

a. Your privacy is important to us. Please read our Privacy Policy available at www.waymont.co/privacy to understand how we collect, use and share information about you.

5. Important warnings about the Waymont Web App

a. Cryptoasset transactions

- i. The Waymont Suite allows you to initiate and manage cryptoasset transactions on blockchains and similar networks compatible with the applicable Waymont Suite ("**Compatible Networks**"). Dealing or trading in cryptoassets is inherently risky, as the prices of cryptoassets can change rapidly. We cannot guarantee that the value of any cryptoassets that you purchase will not fall. You therefore buy or sell any cryptoassets through the Waymont Web App at your own risk.
- ii. Completion of transactions that you initiate through the Waymont Web App or Waymont Connect also depends on the availability and operation of the relevant Compatible Network you interact with using either. Issues with the Compatible Network may cause transactions that you initiate through the Waymont Web App to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Due to the decentralized nature of these Compatible Networks, Waymont is not responsible to you for errors or any losses that you suffer as a result of such issues or failed transactions.

b. Regulatory

- i. The Waymont Suite does not facilitate the storage or sending of fiat currencies and Waymont is not authorized to conduct regulated activities by any regulator in the world. The cryptoassets that you manage through the Waymont Suite are not covered or underwritten by any regulatory guarantees or compensation schemes, such as the FDIC in the United States.
- ii. Waymont, the Waymont Suite, the certain cryptoassets that the Waymont Suite supports, as well as the Compatible Networks could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of Waymont to continue to develop, or which could impede or limit your ability to access or use the Waymont Suite, any of the cryptoassets described in this Section, and the Compatible Networks. By using or accessing the Waymont Suite, you acknowledge these risks and agree that Waymont will not be held liable for any losses or damages associated with these risks including, without

limitation, losses associated with your use of such cryptoassets and Compatible Networks.

c. Network fees

- i. In order to execute transactions on certain Compatible Networks, you will need to pay Network Fees which are set by the operators of the relevant Compatible Network and can fluctuate depending on the level of congestion on that Compatible Network (“**Network Fees**”). Transactions might fail if the Network Fee for that transaction is set too low, and you might still be liable for a proportion of the Network Fee even if your transaction fails.
- ii. We will recommend Network Fees for your transaction based on current network demand. You acknowledge that there may be unexpected spikes in the usage of that network which can cause the Network Fees to increase suddenly above the price that we recommend for your transaction. Recommended Network Fees attempt to reflect the real costs of usage of that network, but they may not be accurate at all times. We will not be responsible to you for any losses that you suffer as a result of any transaction through the Waymont Suite failing as a result of the Network Fees being set too low.

d. Early access features

- i. You agree that a key characteristic of the Waymont Suite is that changes to the Waymont Suite will take place over time and this is an important basis on which we grant you access to the Waymont Suite. Because the Waymont Suite is evolving over time we may change or discontinue all or any part of the Waymont Suite, at any time, at our sole discretion. Once we have made changes to the Waymont Suite, your continued use of the Waymont Suite will show that you have accepted any changes to the Waymont Suite. You are always free to stop using the Waymont Suite. Changes to the Waymont Suite may affect your past activities on the Waymont Suite and certain features that you may use (“**Service Elements**”). Any changes to the Waymont Suite could involve your Service Elements being deleted or reset; however this will not affect your rights to the cryptoassets you manage through your Waymont Suite.
- ii. Blockchain technology moves quickly, and we try to keep the functionalities of the Waymont Suite up to date to keep up with new developments. We may, from time to time, offer access to new Compatible Networks and features of the Waymont Suite that are still in an "early access" or trial phase of their development.
- iii. The new and relatively untested nature of these early access networks and features means that you are more likely to experience problems and unavailability than other parts of the Waymont Suite. As a result, we cannot

guarantee that these early access features and networks will always be available and free from errors/ defects or operate without issues.

- iv. Declining changes or updates to the Waymont Suite may expose the Waymont Suite on your devices to increased security risk. You will also not be able to access new or upgraded functionalities that we may offer through the Waymont Suite. Waymont shall not be liable to you for any losses you may suffer as a result of failing to complete any updates to the Waymont Suite.

e. Third party apps and exchanges

- i. The Waymont Web App and Waymont connect allow you to access and use certain distributed applications ("**Dapps**") and cryptoasset platforms ("**Crypto Platforms**") that are integrated or compatible with the Waymont Suite. These Dapps and Crypto Platforms are provided by third parties which are not related to Waymont. Although we facilitate your access to these Dapps and Crypto Platforms, we are not responsible for them in any way. Your use of the Dapps and Crypto Platforms will not be governed by these Terms of Service or be part of your relationship with Waymont. You should make sure that you check the Dapp or Crypto Platform provider's website for the most up to date version of their terms and conditions before you access their services using the Waymont Web App. In the event of any inconsistency between these Terms of Service and the terms and conditions of the Dapps and Crypto Platforms, these Terms of Service will prevail.
- ii. Not all Crypto Platforms and Dapps support all types of cryptoassets. You should make sure, before you initiate any transactions through the Waymont Suite, that the cryptoassets you are sending are compatible with the recipient's wallet. You will not be able to recover any cryptoassets that you have sent, and we will not be responsible to you for any losses you suffer as a result of any cryptoassets that you send being incompatible with the recipient's wallet.
- iii. Not all Compatible Networks will support the same Crypto Platforms and Dapps. You should check which networks are compatible with the Crypto Platforms and Dapps that you wish to use before you access or use them through the Waymont Web App. Using Crypto Platforms and Dapps on a different network to the Compatible Network you select when setting up your Waymont Web App could cause the transactions to fail, and you may also not be able to recover any cryptoassets that you send to those Crypto Platforms or Dapps in connection with those transactions. We will not be responsible to you for any losses you suffer as a result of any use of Crypto Platforms or Dapps on a different network to the Compatible Network on which you set up your Waymont Web App.
- iv. Providers of the Dapps and Crypto Platforms may charge you a fee for use of, or access to, Dapps and Crypto Platforms. You acknowledge that Waymont

may earn fees from such service providers in connection with your use of such Dapps and Crypto Platforms.

- v. You agree that Waymont and its affiliates are not in any way associated with the Dapps and Crypto Platforms or responsible or liable for the software and services offered by the associated service providers of the Dapps and Crypto Platforms. Waymont does not endorse or approve and makes no warranties, representations or undertakings relating to the software, service or content of any Dapps' and Crypto Platforms' services.
- vi. Without limiting anything in this Section, Waymont disclaims liability for any loss, damage and any other consequence resulting directly or indirectly from or relating to your use or access of Dapps' and Crypto Platforms' services or any information that you may provide or any transaction conducted with or through the Dapps' and Crypto Platforms' services or the failure of any information, software or services posted or offered by such service providers or any error, omission or misrepresentation by such service providers or any computer virus arising from or system failure associated with the Dapps' and Crypto Platforms' services.

f. Security

- i. The cryptoassets, Waymont Web App, Waymont Mobile App, or Waymont Connect may be at risk if the security of your computer or mobile device on which you install and set up the Waymont Suite is compromised. You should therefore ensure that you keep your mobile device safe and secure in accordance with best practices recommended by the provider of your operating system, such as setting up a "strong" PIN and/or password to prevent unauthorized access and ensuring that you keep your software up to date.
 - ii. You are responsible for ensuring that your mobile device is secure. Do not use the Waymont Web App on a device that has been "jailbroken", "cracked", "rooted" or otherwise had restrictions in the software removed, as this may compromise the security of your Waymont Suite and your cryptoassets.
- g. Fees. We may charge fees for your use of the Waymont Suite (or certain portions thereof), and you agree to pay such fees. You may be required to purchase a subscription for such use (a "**Subscription**"). We reserve the right to change those fees at our discretion.
- i. General. When you purchase a Subscription, we may ask you to supply additional information relevant to your Subscription, as applicable ("**Payment Information**"). You may need to provide additional information to verify your identity before completing your Subscription or to approve the Subscription (such information is included within the definition of Payment Information). By initiating a Subscription, you agree

to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Subscriptions are non-refundable and non-transferable except as expressly provided in these Terms of Service. All fees and applicable taxes, if any, are payable in the applicable currency, as communicated to you through the Waymont Suite prior to making any such payments.

- ii. Subscriptions. If you purchase a Subscription, you will be charged the annual or monthly Subscription fee, plus any applicable taxes, and other charges (“**Subscription Fee**”), at the beginning of your Subscription, at the then-current Subscription Fee. Before completing any Subscription Fee payments, you may be asked to authorize such payments. If you don’t authorize a payment applicable to your Subscription when due, then we reserve the right to terminate your Subscription and access to the Waymont Suite immediately, without any further obligations to you. Your Subscription continues until we terminate your access to or use of the Waymont Suite or Subscription in accordance with these Terms of Service.
- iii. Terminating Your Subscription. YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO TERMINATE THE SUBSCRIPTION AND/OR RECEIVE A REFUND OF YOUR SUBSCRIPTION FEE AT ANY TIME. EXCEPT AS SET FORTH BELOW, YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF TERMINATION.

But if something unexpected happens in the course of completing a Subscription, we reserve the right to terminate your Subscription for any reason; if we terminate your Subscription due to the foregoing, we’ll refund any payment you have already remitted to us for such Subscription.

You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period.

h. Smart Actions.

- i. General. The Waymont Suite may allow you to queue and set up pre-signed user transactions that are programmatically and automatically executed when specific triggers are met (each, a “**Waymont Smart Action**”). You acknowledge that you are solely responsible for verifying and signing all Waymont Smart Actions you enable via the functionality of the Waymont Suite, as well as selecting the specific triggers and types of user transactions within the Smart Actions. Waymont only facilitates your queuing and executing of Waymont Smart Actions, and Waymont has no control over and is not responsible for verifying and signing the Waymont Smart

Actions, nor for selecting the specific triggers and types of user transactions within the Smart Actions.

- ii. Disclaimers. YOU ACKNOWLEDGE AND AGREE THAT THAT WAYMONT HAS NO LIABILITY FOR AND IS NOT RESPONSIBLE FOR ANY DAMAGES THAT ARISE FROM THE EXECUTION OR FAILED EXECUTIONS OF ANY WAYMONT SMART ACTIONS. FURTHER, WITHOUT LIMITING THE DISCLAIMERS SET FORTH IN SECTION 13, WAYMONT DISCLAIMS ALL WARRANTIES AND IS NOT RESPONSIBLE FOR ANY DAMAGES OR FAILURES ARISING FROM THE WAYMONT SMART ACTIONS, INCLUDING WITHOUT LIMITATION ANY ERRONEOUS INSTRUCTIONS PROGRAMMED BY YOU OR ANY FAILURE BY DATA PROVIDERS OR OTHER THIRD PARTIES WITH RESPECT TO WAYMONT SMART ACTIONS.

- i. Waymont Points and Rewards.

- i. Points. Subject to section “Eligibility” below and your ongoing compliance with the terms and conditions of these Terms, Waymont may provide you with “**Points**” in connection with your use of the Waymont Suite. The structure and mechanisms for earning and accumulating Points, as well as any relevant details, requirements, and/or restrictions applicable to the Points, will be communicated to you by Waymont from time to time. You acknowledge and agree that Points are virtual items with no monetary value, and do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency or anything else of monetary value, under any circumstances. Points are not transferable between users, and you may not attempt to sell, trade, or transfer any Points, or obtain any manner of credit by using any Points. Any attempt to sell, trade, or transfer any Points will be null and void.
 - ii. Eligibility. In order to be eligible to earn Points, you must have an active Waymont account in good standing and must not otherwise be prohibited from participating in the Program. You acknowledge that Waymont may terminate your eligibility to earn Points at any time in its sole discretion, including without limitation for your violation of these Terms.
 - iii. Redemption. Points may be used to redeem rewards made available by Waymont, as may be communicated or otherwise made available to you from time to time. All rewards are subject to availability, and restrictions and/or additional terms and conditions may apply. You acknowledge and agree that Waymont may, in its sole discretion, modify the rewards and/or redemption procedures as set forth in Section (iv) below.

- iv. Modification. Waymont may modify, delete, remove, or otherwise cease offering Points and/or corresponding rewards, in its sole discretion, at any time without notice. Without limiting the foregoing, Waymont may modify or supplement these Terms, the eligibility requirements, the structure and procedures for earning and redeeming rewards, and all other aspects of your eligibility, use, and/or accumulation of Points or any other conditions applicable to the Points with or without notice to you, even though such changes may affect the number of Points you accrue or the ability to obtain certain rewards, without any liability to you or other Waymont Suite users. Waymont does not guarantee that Points and/or rewards will continue to be offered for any particular length of time, and you may not rely upon the continued availability or accumulation of any Points based on your use of the Waymont Suite. Upon the termination of your use of the Waymont Suite, you acknowledge and agree that your access to and use or redemption of Points will be terminated, and all accrued points will be deleted from the Waymont Suite system.

6. Accessing the Waymont Mobile App

a. You must download and set up the Waymont Mobile App on your mobile device to use the Waymont Web App. You are responsible for maintaining the confidentiality of your passcode or other access credentials and any activities on the Waymont Mobile App initiated through your mobile device. You understand and agree that Waymont cannot, and will not, restore or recover your access credentials and you agree to keep such access credentials confidential and immediately notify Waymont of any unauthorized use of your account or breach of security. You further represent and agree that Waymont shall not be liable for any loss or damage arising from your failure to comply with this Section 6(a).

b. Depending on the type of device you use, you may be required to configure the Waymont Mobile App to allow you to use your fingerprint and/or face ID to access the Waymont Mobile App.

c. You must be 18 years or older and capable in your country of residence of entering into a legally binding agreement to use the Waymont Suite.

d. You represent and warrant to Waymont that: you are not located in a country that is subject to U.S. Government embargoes, sanctions, export restrictions, or that has been designated by the U.S. Government as a "terrorist supporting" country; you are not listed on any U.S. Government, the European Union or its Member States, or other applicable government authority list of prohibited or restricted parties; and you are otherwise authorized access to the Waymont Suite under applicable law.

7. Important information about Waymont Account recovery

a. For security reasons, if you initiate the process to recover access to your cryptoassets, such as when you change or lose the mobile device on which you have downloaded and installed the Waymont Mobile App, you will not be able to access your cryptoassets through the Waymont Web App for 96 hours after you initiated the recovery process. We will not be responsible to you for any losses you might suffer as a result of being unable to access your cryptoassets during that period.

b. If you change or lose the mobile device on which you have downloaded and installed the Waymont Mobile App, you opt-in to regain access to your Waymont Mobile App on a new device using either a randomly generated unique recovery key ("**off-chain recovery**") or, for Waymont accounts, using one or more devices, persons or third-party services nominated by you for this purpose ("**guardians**").

c. Off-chain recovery

- i. In order to use off-chain recovery, you will need to download and store an encrypted private key generated by the Waymont Mobile App in your iCloud on the mobile device on which you originally downloaded and set up the Waymont Mobile App.
- ii. When you access the Waymont Account through another mobile device, you will then be asked to go through an authentication process using the encrypted private key stored in your iCloud. You will need to be connected to the internet when you do so in order to access your iCloud and so that we can provide you with a decryption key paired with your encrypted private key.
- iii. You should ensure that you retain your encrypted private key securely, and that you keep your iCloud and your mobile device secure. Unauthorized access to your iCloud and your encrypted private key will compromise the security of your Waymont Account, and if you lose your encrypted private key you will not be able to recover your Waymont Wallet using off-chain recovery. This may mean that you will need to recover your Waymont Account using guardians. We will not be responsible to you for any losses you suffer (including any Network Fees you incur) as a result of you losing access to your encrypted private key.

d. Using guardians

- i. When you first download and set up the Waymont Mobile App to access and manage transactions, you will be asked to nominate one or more guardians that will have the ability to lock or unlock your access to the cryptoassets through the Waymont Mobile App, recover access to those cryptoassets, and approve certain transactions that you initiate through the Waymont Web App.
- ii. Guardians are an important part of ensuring the security of your cryptoassets that you manage through the Waymont Suite, and are essential for recovering

access to those cryptoassets if you have not set up or are otherwise unable to use off-chain recovery. You should therefore ensure that any guardians you appoint are individuals, devices or service providers that you trust and that you are able to contact if you need to lock, unlock or recover the cryptoassets you manage through the Waymont Suite or approve certain transactions. You should ensure that you always have at least one guardian appointed on your Waymont Account. For clarity, guardians are also users of the Waymont Suite, and they are subject to and must agree to these Terms of Service prior to accessing the Waymont Suite.

iii. We will not be responsible to you for any losses that you might suffer as a result of your use of the Waymont Suite, including any failure or delay related to the locking or unlocking of your access to your cryptoassets or approval of any transaction through the Waymont Mobile App.

e. YOU ACKNOWLEDGE THAT NEITHER WAYMONT NOR THE GUARDIANS HAVE ACCESS TO, OR THE ABILITY TO VIEW OR STORE, AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR PRIVATE KEY. YOU AGREE THAT WAYMONT AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR, AND YOU AGREE TO HOLD WAYMONT AND ITS AFFILIATES HARMLESS FOR, ANY LOSSES ARISING FROM YOU LOSING YOUR PRIVATE KEY.

8. Your right to use the Waymont Wallet

a. The materials and content comprising the Waymont Web App, Waymont Mobile App, and the Waymont Connect belong to us or our third party licensors, and we grant you limited, non-exclusive, revocable permission to make use of the materials and content of the Waymont Suite and for the sole purpose of using the Waymont Web App, Waymont Mobile App, and the Waymont connect in accordance with these Terms of Service (“Access”). This Access shall remain in effect until and unless terminated by you or us.

b. Your right to use the Waymont Suite is personal to you and you are not allowed to attempt to redistribute, sublicense, or otherwise attempt to transfer Access or the Waymont Suite, except as expressly provided under these Terms of Service.

c. We allow you to download the Waymont Mobile App for use on your mobile device in order to access and use the Waymont Web App and Waymont connect in accordance with these Terms of Service and we grant you a non-exclusive, personal, non-transferable license for this purpose only.

d. Unless allowed by these Terms of Service and as permitted by the functionality of the Waymont Suite, you agree not to: i. copy any portion of the Waymont Mobile App, Waymont connect, or Waymont Web App; ii. give or sell or otherwise make available any portion of the Waymont Mobile App, Waymont connect, or Waymont Web App to anybody

else; iii. change any portion of the Waymont Mobile App, Waymont connect, or Waymont Web App in any way; iv. look for or access the code of any portion of the Waymont Mobile App, Waymont connect, or Waymont Web App that we have not expressly published publicly for general use.

e. You agree that all confidential information, copyright and other intellectual property rights in the Waymont Mobile App, Waymont connect, or Waymont Web belong to us or the people who have licensed those rights to us.

f. You agree that you have no rights in or to any portion of the Waymont Mobile App, Waymont connect, or Waymont Web App other than the right to use it in accordance with these Terms of Service.

9. App store provisions

a. You acknowledge that these Terms of Service set out the terms of the agreement between you and us only, and do not apply to your relationship with Apple, Inc, Google or any other provider of an app store or distribution platform from which you download the Waymont Mobile App or Waymont connect (the "**Store Provider**").

b. We, not the Store Provider, will be solely responsible for performance of the Waymont Mobile App and Waymont Connect, any content that we make available through the Waymont Mobile App and connect Waymont and any support or maintenance in respect of the Waymont Mobile App and Waymont Connect. The Store Provider will have no obligation to provide any maintenance or support services with respect to the Waymont Mobile App and Waymont connect.

c. We, not the Store Provider, will be solely responsible in the event that the Waymont Mobile App or Waymont connect does not comply with any promises (including any promises made in respect of its functionality, suitability or fitness for purpose). To the maximum extent permitted by law, the Store Provider will not be responsible to you for any claims in relation to the Waymont Mobile App or Waymont connect.

d. In the event of any claim that the Waymont Mobile App or Waymont connect infringes another person's intellectual property rights, we, not the Store Provider, will be solely responsible for investigating, defending, settling or otherwise dealing with any such intellectual property infringement claim.

e. The Store Provider (and members of its corporate group) are third party beneficiaries under these Terms of Service and have the right to enforce these Terms of Service against you.

10. Rules of Acceptable Use

a. In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Waymont Suite (the "**Rules of Acceptable Use**").

b. When using the Waymont Suite you must not: circumvent, disable or otherwise interfere with any security related features of the Waymont Suite; permit another person to use the Waymont Suite on your behalf unless such person is authorized by you; use the Waymont Suite if we have suspended or banned you from using it; or advocate, promote or engage in any illegal or unlawful conduct, including any criminal activity, fraud or money laundering, breach of sanction, or conduct that causes damage or injury to any person or property.

c. We may monitor the activity on the Waymont Suite to ensure that you comply with the Rules of Acceptable Use, including to ensure that the cryptoassets you manage are not, or are not purchased with, funds obtained illegally.

d. Failure to comply with Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice): immediate, temporary or permanent withdrawal of your right to use the Waymont Suite; issuing of a warning to you; legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

e. The responses described in Section 10(d) are not limited, and we may take any other action we reasonably deem appropriate.

11. Ending our relationship

a. If at any time you do not feel that you can agree to these Terms of Service or any changes made to these Terms of Service, you must immediately stop using the Waymont Suite.

b. You may cease using the Waymont Mobile App at any time by removing it from the mobile device to which you downloaded it.

c. We may also suspend or terminate your access to and use of the Waymont Suite, or withdraw the Waymont Suite, at our sole discretion, at any time and without notice to you.

d. If you or we end your use of the Waymont Suite or we withdraw the Waymont Suite as described in this section, you will lose any rights you have to use the Waymont Suite. This will not affect your rights in respect of the cryptoassets that you manage through the Waymont Suite; however, the functionality of the Waymont Suite that facilitates the processing of the transactions you initiate in respect of those cryptoassets from the Waymont Suite will cease to function. You will still be able to access your cryptoassets by setting up transactions through the Waymont Web App, downloading the transaction data and using that transaction data to process the transaction through a different crypto wallet service provider.

e. The termination of your use of the Waymont Suite shall not affect any of your obligations to pay any sums due to us.

f. Nothing in this Section 11 affects any legal rights you may have under the law of the country in which you are resident.

12. Indemnity

a. You will indemnify and hold Waymont and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Waymont Suite, or (b) your violation of these Terms of Service.

13. Warranty Disclaimer; Our liability/responsibility to you

a. THE WAYMONT SUITE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM 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. We make no warranty that the Waymont Suite will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Waymont Suite.

b. As we do not own or produce the third party applications, services or networks that you may access through the Waymont Suite, we cannot be responsible for them in any way or promise that the Waymont Suite will always be compatible with such third party services.

c. Due to the nature of the Internet, the Compatible Networks and technology in general, any such features of the Waymont Suite may be unavailable if we need to undertake any emergency or scheduled maintenance on our systems. This means that we are unable to promise that your use of those features of the Waymont Suite will always be uninterrupted, without delays, error-free or meet your expectations. To the extent we are able to do so, we exclude any commitments that may be implied by law.

d. We will not be responsible to you for any losses that you might suffer as a result of your use of the Waymont, including any failure or delay related to the locking or unlocking or recovery of your access to your cryptoassets or approval of any transaction.

e. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WAYMONT NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WAYMONT SUITE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST

BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE WAYMONT SUITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WAYMONT OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

f. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL WAYMONT'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE WAYMONT SUITE EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO WAYMONT FOR USE OF THE WAYMONT SUITE.

g. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE WAYMONT'S OFFER TO PROVIDE WAYMONT SUITE.

14. Changes to these Terms of Service

a. We may revise these Terms of Service from time to time but the most current version will always be at www.waymont/terms-of-service.

b. Changes will usually occur because of new features being added to the Waymont Suite, changes in the law or where we need to clarify our position on something which affects these Terms of Service.

c. Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

d. It's important that you review these Terms of Service whenever we update them or you use or access the Waymont Suite. If you continue to use or access the Waymont Suite after we have provided updated Terms of Service it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use or access the Waymont Suite anymore.

15. Governing Law and Forum Choice

a. These Terms of Service and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 16 “**Dispute Resolution**,” the exclusive jurisdiction for all Disputes (defined below) that you and Waymont are not required to arbitrate will be the state and federal courts located in Los Angeles County, California, and you and Waymont each waive any objection to jurisdiction and venue in such courts.

b. Irrespective of the governing law, you may have the benefit of other or additional mandatory rights or remedies provided by local law in addition to those set out in these Terms of Service. Nothing in these Terms of Service limits or affects those rights.

16. Dispute Resolution. If you are a resident of the U.S., or if you are not a resident of the U.S., then to the fullest extent permitted by applicable law based on the location of your residence, you and Waymont agree to the following:

a. Informal Dispute Resolution. You and Waymont must first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms of Service, or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Waymont Suite (collectively, “**Disputes**”) informally. Accordingly, neither you nor Waymont may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver written notices via hand or first-class mail to us at Waymont Holdings Co., 239 South Beverly Drive, Beverly Hills, CA 90212. Notwithstanding the foregoing, we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights at any time.

b. Mandatory Arbitration of Disputes. We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding. You and Waymont agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms of Service, and that you and Waymont are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Service.

c. Exceptions. As limited exceptions to Section 16(b) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

d. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by these Terms of Service. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, with provision to be made for remote appearances to the maximum extent permitted by the AAA Rules, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

e. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute is frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

f. Injunctive and Declaratory Relief. Except as provided in Section 16(c) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

g. Class Action Waiver. YOU AND WAYMONT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

h. Severability. With the exception of any of the provisions in Section 16(g) of these Terms of Service ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms of Service is invalid or unenforceable, the other parts of these Terms of Service will still apply.

17. General Terms

a. Reservation of Rights. Waymont and its licensors exclusively own all right, title and interest in and to the Waymont Suite, including all associated intellectual property rights. You acknowledge that the Waymont Suite 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 Waymont Suite.

b. Entire Agreement. These Terms of Service constitute the entire and exclusive understanding and agreement between Waymont and you regarding the Waymont Suite, and these Terms of Service supersede and replace all prior oral or written understandings or agreements between Waymont and you regarding the Waymont Suite. If any provision of these Terms of Service 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 of Service will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms of Service, by operation of law or otherwise, without Waymont's prior written consent. Any attempt by you to assign or transfer these Terms of Service absent our consent or your statutory right, without such consent, will be null and void in its entirety. Waymont may freely assign or transfer these Terms of Service without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors, and permitted assigns.

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

d. Waiver of Rights. Waymont's failure to enforce any right or provision of these Terms of Service 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 Waymont. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise.

18. Contact, feedback and complaints

a. If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at james@waymont.co.

b. We value hearing from our users, and are always interested in learning about ways we can improve the Waymont Suite. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.

c. If you choose to contact us, we will treat any personal data you provide to us in accordance with our Privacy Policy.