

WWW.SPACEVAULT.WORLD

TERMS OF USE

REV October 2018

GENERAL TERMS

These Terms of Use (these “Terms”) represent an agreement between you and Finsophy Public Benefit Corporation (PBC) (the “Company”) as related to the use of the SpaceVault digital deposit and savings account platform (www.SpaceVault.world). This agreement contains the terms and conditions governing your use of and access to: (1) our website at www.spacevault.world, or associated sub-domains, to which these Terms are posted (collectively, the “Website”); and (2) any products, services, and applications made available through the Website (“Services”). By accepting electronically (for example, clicking “I Agree”), installing, accessing or using the Services, you agree to be bound by the terms and conditions of this Agreement, as they may be amended from time to time in the future (see “Modifications” below). Acceptance of this Agreement is required to use our Services.

1. Accepting the Terms

By using the information, tools, features, software and functionality including content, updates and new releases provided by Services, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the www.SpaceVault.world website), or a “Customer” (which means that you have opened an account with us to use any one of our Services). The term “You” or “User” refers to a Visitor, Member or Customer. The term “We” refers to Finsophy PBC. If you wish to become a Customer or want to make use of the Services, you must read this Agreement and indicate your acceptance during the registration process.

You may not use any of the Services and you may not accept this Agreement if you are not legally authorized to accept and be bound by these terms or are not at least 18 years of age and, in any event, of a legal age to form a binding contract with Finsophy PBC.

Before you continue, you should print or save a local copy of this Agreement for your records.

2. Privacy and your Personal Information

You can view the SpaceVault Privacy and Security Policy on the SpaceVault website. You agree that Finsophy PBC may use and maintain your data according to policy, as part of the Services. You give Finsophy PBC permission to combine information you enter or upload for the Services with that of other users of the Services. For example, this means that Finsophy PBC may use yours and other users’ non-identifiable, aggregated data to improve the Services or to make future website and product design improvements.

3. Description of the Services

SpaceVault is a digital savings account platform that will provide financial products and services, such as deposit and savings accounts. What makes SpaceVault unique is that our financial products will provide anyone the ability to securely save in a FDIC insured account while actively participating in the emerging commercial Space industry. As SpaceVault account owners our customers will have a voice in the Space industry via the SpaceVault community. In addition,

SpaceVault's user deposits will, in the future, enhance the growth of the emerging commercial Space industry by enabling future bank loans and investments into Space companies, ventures and technology. Lastly, Finsophy PBC will utilize some of its profits to provide R&D grant funding to Space companies, ventures and technology.

Our inaugural savings deposit products will be Space Benefit™ and Space Travel™ accounts. Space Benefit accounts will allow our customers to save for a home, for school, for retirement, or emergencies, just like they would with any commercially available online savings account. Space Travel accounts will allow our customers to deposit or save towards future commercial Space travel, for themselves or their descendants. Both account types are interest bearing, withdrawable at any time and FDIC insured up to \$250,000 per account holder.

SpaceVault account types and services are listed below:

a. Space Travel Plan

Our FDIC insured Space Travel Plan account type enables our customers to make deposits into an interest-bearing savings account. The Space Travel Plan account will earn interest at a variable rate as shown in our Rates and Fees Schedule. The account balance can be withdrawn in partial or its entirety at any time.

Account holders of the Space Travel Plan will have access to dynamic graphs which allow our customers to project the funds needed to support the cost of personal commercial Space travel for themselves or their descendants when it becomes available in the future.

b. Space Benefit Savings

Our FDIC insured Space Benefit Savings account type enables our customers to make deposits into an interest bearing savings account. The Space Benefit Savings account will earn interest at a variable rate as shown in our Rates and Fees Schedule. The account balance can be withdrawn in part or its entirety at any time.

c. Other services

Funds Transfers

Transfers between your SpaceVault accounts are unlimited and free. Transfers between any of your SpaceVault accounts and external bank accounts are subject to our SpaceVault Accounts Rates & Fees Schedule.

Community and Voting

As a SpaceVault account holder, we will value your enthusiasm and commitment to supporting the emerging commercial Space industry. As such, from time-to-time, we may solicit your feedback on Space company and technology categories that Finsophy PBC may support. Also, as a SpaceVault customer, and stakeholder of humanity's expansion into the frontier, you will have the right to voice your opinion via our dedicated SpaceVault community and vote on which Space companies, ventures and technologies, Finsophy PBC may allocate some of its profits towards via R&D grants and seed capital.

Transparency & Mission Reports / Newsletters

Finsophy PBC will be a transparent and mission-oriented digital financial company. As such, we pledge to always inform our customers, to the best of our ability, and as permitted by law, on where our customer deposits are being invested, and where our profits are also being applied. SpaceVault account dashboards will include mission reports and information on any and all Space grants and investments we are facilitating in alignment with our mission to be a transparent financial institution. In addition, SpaceVault will release newsletters updating our customers on

the Space industry's progress towards the economic development of Space and commercially viable Space travel.

4. Requirements to Use the Services

In order to use the Services, you must: (a) accept and agree to these Terms and our Privacy and Security Policy; (b) register an account on the Website; (c) be a U.S. citizen or a legal U.S. resident of at least 18 years of age (or older if you reside in a state where the majority age is older); (d) have a Bank Account with a U.S. financial institution; and (e) provide all information requested by us, such as your name, email address, mobile device number, social security number, home address, online credentials for your external Bank Account, and such other information as we may request from time to time (collectively, "User Information"). You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You agree to promptly notify us of changes to your User Information by updating your SpaceVault Account Profile on the Website.

For our compliance purposes and to provide the Services to you, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and external Bank Account information. When you register for the Services and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID, such as a passport or driver's license;
- A copy of a utility bill, bank statement, affidavit, or other bill, dated within three months of our request, with your name and U.S. street address on it; and
- Such other information and documentation that we may require from time to time.

By using the Services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly through our third-party service providers and without any time limit or the requirement to pay any fees, information about you and your external Bank Account from the financial institution holding your external Bank Account and other third-party websites and databases as necessary to provide the Services to you. For purposes of such authorization, you hereby grant Finsophy PBC and our third-party service providers a limited power of attorney, and you hereby appoint Finsophy PBC and our third-party service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place, and stead, in any and all capacities, to access third-party websites, servers, and documents; retrieve information; and use your User Information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN FINSOPHY PBC OR OUR THIRD-PARTY SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM SUCH THIRD-PARTY WEBSITES, FINSOPHY PBC AND OUR THIRD-PARTY SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that other third parties shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. You understand and agree that the Services are not endorsed or sponsored by any third-party account providers accessible through the Services. We make no effort to review information obtained from the financial institution holding your external Bank Account and other third-party websites and databases for any purpose, including, but not limited to, accuracy, legality, or non-infringement. As between Finsophy PBC and our third-party service providers, Finsophy PBC

owns your confidential User Information.

The information you provide us is subject to our Privacy and Security Policy.

Account Information from Third Party Sites: Users may direct SpaceVault to retrieve their own information maintained online by third-parties with which they have customer relationships, maintain accounts or engage in financial transactions (“Account Information”). SpaceVault works with one or more online service providers to access this Account Information. We do not review the Account Information for accuracy, legality or non-infringement. We are not responsible for the Account Information or products and services offered by or on third-party sites.

We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Services, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. You can refresh your Account Information through the Services, in the manner prescribed in the associated instructions.

5. Your Registration Information and Electronic Communications

In order to allow you to use the Services, you will need to sign up for an account with SpaceVault. We will verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address, your date of birth, your social security number and/or requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying information you provide against third party databases or through other sources. If you do not provide this information or we cannot verify your identity, we can refuse to allow you to use the Services.

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your user name and e-mail address, allows you to access the Site. That user name and password, together with your email or other information you provide form your “Registration Information.” By providing us with your e-mail address, you consent to receive all required notices and information. Electronic communications may be posted on the Services site and/or delivered to your e-mail address that we have on file for you. It is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. Your consent to receive communications electronically is valid until you end your relationship with us.

You may print a copy of any electronic communications and retain it for your records. We reserve the right to terminate or change how we provide electronic communications and will provide you with appropriate notice in accordance with applicable law.

If you become aware of any unauthorized use of your Registration or Account Information for the Services, you agree to notify Finsophy PBC immediately within the Support section of your SpaceVault account dashboard or via email to support@spacevault.world.

If you believe that your Registration or Account Information or device that you use to access the Services has been lost or stolen, that someone is using your account without your permission, or that an unauthorized Money Transfer has occurred, you must notify us immediately.

6. Your Use of the Services

Your right to access and use the Site and the Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Site and Services for lawful purposes. Accurate records enable us to provide the Services to you. You must provide true, accurate, current and complete information about your external bank account, and you may not misrepresent your Registration and Account Information. You represent that you are a legal owner of, and that you are authorized to provide us with, all Registration and external Account Information and other information necessary to facilitate your use of the Services.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Finsophy PBC, in its sole discretion, may elect to take. In no event will Finsophy PBC be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

From time to time, we may include new and/or updated pre-release features and trial use (“Beta” features) in Services for your use and which permit you to provide feedback. You understand and agree that your use of Beta features is voluntary and that we are not obligated to provide you with any Beta features. Furthermore, if you decide to use the Beta features you agree to abide by any rules or restrictions that we may place on them. You understand that once you use the Beta features, you may be unable to revert back to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta feature back to the earlier version. The Beta features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta features is at your sole risk.

7. Use with Your Mobile Device

Use of these Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. FINSOPHY INC. MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

8. Online and Mobile Alerts

We may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes to your account or information, such as a change in your Registration Information.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. We will make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. We shall not be liable for any delays, failure to deliver, or

misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Electronic alerts will be sent to the email address or mobile number you have provided for the Services. If your email address or your mobile number changes, you are responsible for informing us of that change. Alerts may also be sent to a mobile device that accepts text messages. Changes to your email address and mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your passcode or other sensitive information.

9. Rights You Grant to Us

By submitting information, data, passwords, usernames, other log-in information, materials and other content to Finsophy PBC through the Services, you are licensing that content to Finsophy PBC for the purpose of providing the Services. Finsophy PBC may use and store the content in accordance with this Agreement and our Privacy Statement. You represent that you are entitled to submit it to Finsophy PBC for use for this purpose, without any obligation by Finsophy PBC to pay any fees or be subject to any restrictions or limitations. By using the Services, you expressly authorize Finsophy PBC to access your Account Information maintained by identified third parties, on your behalf as your agent in good faith, and you expressly authorize such third parties to disclose your information to us. When you use the “transfer from account” feature of the Services, you will be directly connected to the website for the third party you have identified. We will submit information including usernames and passwords that you provide to log into the Site. You hereby authorize and permit Finsophy PBC to use and store information submitted by you to accomplish the foregoing and to configure the Services so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Services, you appoint Finsophy PBC as your agent, to access third party sites, retrieve and use your information to perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, FINSOPHY PBC IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD-PARTY SITE. You understand and agree that the Services are not sponsored or endorsed by any third parties accessible through the Services. Finsophy PBC is not responsible for any payment processing errors or fees or other Services-related issues, including those issues that may arise from inaccurate account information.

10. Our Intellectual Property

The contents of the Services, including its “look and feel” (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the Services belong to Finsophy PBC. Finsophy PBC grants you the right to view and use the Services subject to these terms. You may download or print a copy of information for the Services for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Services in whole or in part for any other purpose is expressly prohibited without our prior written consent. You agree not to use, nor permit any third party to use, the Site or the Services or content in a manner that violates any applicable law, regulation or this Agreement.

11. Access and Interference

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services, without Finsophy PBC's express written consent, which may be withheld in Finsophy PBC's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the services, other than the search engines and search agents available through the Services and other than generally available third-party web browsers (such as Microsoft Internet Explorer or Safari);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services; or
- Attempt to gain an unauthorized access to any portion of the Services.

12. Social media sites

We may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

13. Disclaimer of Representations and Warranties

THE SITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICES OR PROVIDED THROUGH THE SERVICES (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. FINSOPHY PBC, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SITE OR OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

NEITHER FINSOPHY PBC OR ITS SUPPLIERS MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SITES OR OF THE SERVICES (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER FINSOPHY PBC OR ITS SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICES IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY

SYSTEM, DATA OR PERSONAL INFORMATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 15 AND 17 OF THIS PROVISION MAY NOT APPLY TO YOU.

14. Not a Financial Planner, Broker or Tax Advisor

NEITHER FINSOPHY PBC NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. FINSOPHY PBC IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. Your personal financial situation is unique, and any information obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

15. Limitations on Finsophy PBC's Liability

FINSOPHY PBC SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE SITES, YOUR USE OF THE SERVICES, THE SITES OR THIS AGREEMENT, EVEN IF FINSOPHY PBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FINSOPHY PBC LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

16. Your Indemnification of Finsophy PBC

You shall defend, indemnify and hold harmless Finsophy PBC and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.

17. Ending your relationship with www.SpaceVault.com

This Agreement will continue to apply until terminated by either you or Finsophy PBC (or any Finsophy PBC affiliate/subsidiary) as set out below. If you want to terminate this legal agreement for the Services, you may do so as follows:

1. Login into your SpaceVault account
2. Click the "Help" on the navigation bar of your SpaceVault account dashboard
3. Click FAQ
4. Click the FAQ card labeled "How do I close an account?"

5. Follow the instructions presented

Finsophy PBC may at any time, terminate its legal agreement with you and access to the Services:

- a. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- b. if Finsophy PBC in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful);
- c. for any reason and at any time with or without notice to you; or
- d. immediately upon notice, to the e-mail address provided by you as part of your Registration Information.

You acknowledge and agree that Finsophy PBC may immediately deactivate your account and all related information and files in your account and/or prohibit any further access to all files and the Services by you. Further, you agree that Finsophy PBC shall not be liable to you or any third party for any termination of your access to the Services. Upon such termination of account, Finsophy PBC will initiate transfer of your funds, at no cost to you, to your external bank account.

18. Modifications

Finsophy PBC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites or Services with or without notice. Finsophy PBC reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. Your use of the Services, after you are notified of any change(s) will constitute your agreement to such change(s). You agree that Finsophy PBC shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services.

Finsophy PBC may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the Sites). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

19. Governing Law and Forum for Disputes

DISPUTE RESOLUTION BY BINDING ARBITRATION: JURY TRIAL WAIVER: CLASS ACTION WAIVER. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Services or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, “we” and “us” mean Finsophy PBC and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Services or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”).

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators’ decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys’ fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys’ fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your SpaceVault account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be

null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

If you wish to opt out of this arbitration provision, you must notify us of your election in writing within 30 days of the date that you first became subject to this arbitration provision or within 30 days of the effective date of any material change to these Terms by sending a written notice to us by certified mail at the following address:

Finsophy PBC
222 South Church Street, Suite 100
Charlotte, NC 28202
Attn: Arbitration Opt-Out

Your opt-out notice must include your name, address, phone number, and email address.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

20. Allegations of Copyright and Trademark Infringements; Notification

Finsophy PBC respects the intellectual property rights of others and we ask that users of the Site and Services do the same. If you believe that your intellectual property is being used on the Site in a way that constitutes copyright infringement, please provide our Designated Agent (set forth below) the following information (as required by Section 512(c)(3) of the Digital Millennium Copyright Act):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The information specified above must be sent to Finsophy PBC's Designated Agent, whose contact information is as follows:

Registered Agents Inc.
4030 Wake Forest Road, STE 349
Raleigh, NC 27609

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Any information or correspondence that you provide to us may be shared with third parties, including the person who provided us with the allegedly infringing material.

Upon receipt of a bona fide infringement notification by the Designated Agent, it is our policy to remove or disable access to the infringing material, notify the user that it has removed or disabled access to the material, and, for repeat offenders, to terminate such user's access to the service.

If you believe that your content should not have been removed for alleged copyright infringement, you may send our Designated Agent a written counter-notice with the following information:

- Identification of the copyrighted work that was removed, and the location on the Site where it would have been found prior to its removal;
- A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

21. Financial Services Disclosures & Agreements

ACH New Account Funding

ACH Funding will be posted upon final credit from your external bank account; typically 2 - 3 business days after the new account is opened or after the money transfer has been initiated. Your initial deposit upon account creation will be held (i.e. not withdrawable) for 14 days. All other subsequent deposits will be withdrawable typically within 2-3 business day after a money transfer has been initiated.

Account closure or archival

We may deactivate or archive your SpaceVault account access if:

- You voluntarily withdraw all funds and close your accounts
- If the total balance of all your accounts is \$0 and there are no incoming fund transfers from your external bank account within a 2-month period

Account Ownership

We may rely solely on our records to determine the form of ownership of your account. Account ownership is non- transferrable and the "which loved one would you like to share this account with?" feature does not designate ownership of your SpaceVault account.

Account Statements

You will be able to review transactions on your accounts daily for a period of 12 months. Because you are in the best position to discover and deter any problem, you agree to promptly review and verify your account transactions as if your transaction history shown online was a traditional

periodic statement. We hereby disclaim any responsibility for items and/or transactions debited from your account unless you (1) notify us within a reasonable time not to exceed 30 calendar days of its posting (2) results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it or (3) as otherwise provided by law or regulation

We will make a monthly account statement available to you online only for your account(s). If you elect to not receive or review your statement, you are responsible for having access to the information provided in the statement and complying with this section.

Annual Percentage Rate (APR)

APR is the rate of interest paid on an account, for a 365-day period (366-day period in a leap year), and is expressed as a percentage.

Applicable Service Charges

You agree to pay the applicable charges as shown on the SpaceVault Accounts Rates & Fees Schedule. As these charges are incurred, we will deduct the charges directly from your account balance.

Available Balance or Available for Withdrawal

Available Balance is the amount of funds available for withdrawal and transfers. Your initial deposit with which you open your SpaceVault account will be typically available for withdrawal after 14 business days. All other ACH transferred funds from your external bank account are typically available 2-3 business days after initiation of transfer.

Average Monthly Balance

Average monthly balance is determined by taking the daily balances added together then divided by the number of days in the month.

Business Days and Hours of Operation

Our Business Days are Monday through Friday, excluding federal holidays, from 9am to 6pm Eastern time zone (ET). Our online services are available 24 hours a day, every day of the year, except for designated maintenance periods.

E-Disclosure Statement

When applying for a SpaceVault account you consent to receiving communications and information electronically rather than in paper form. We will sometimes use the words "Electronic Records" as a short way to refer to the communications and information that we may provide electronically. These will include the following types of documents:

- Your monthly account statement, if applicable. (As part of the monthly account statement, you will receive information about your account).
- Other periodic or special notices (such as hold notices on availability of funds, or error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you.
- Privacy notices and disclosures. (These notices provide you with information about our privacy practices and policies).

SpaceVault has been designed and built to provide records to you in electronic form and does not have a paper-based alternative.

At your request, we can prepare a paper-based version of any of the electronic records you

receive, for up to five years after the date it was created. If you want us to prepare a paper-based copy, you can request it by contacting us. Please refer to the SpaceVault Schedule of Rates and Fees for any costs associated with this service.

Hardware or software requirements to access or retain electronic records: You will need a computer with sufficient memory to store electronic records, and with a working connection to the Internet. You will need a minimum web-browser version of Internet Explorer 8.0 (or higher version), Firefox 4.0 (or higher version), Safari 6.0 (or higher version), Chrome, with e-mail capability. Your browser will need to have a minimum of 128-bit encryption capabilities. You are responsible for configuring your system to accommodate these requirements. Finally, you will need a printer if you want to print copies of electronic records.

If we change the minimum hardware or software requirements needed to access or retain electronic records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect we will let you know about the change and let you know what the new requirements are.

All Disclosures will be available on the SpaceVault website and can be accessed by clicking on the "Legal" tab on the footer of www.SpaceVault.world. Other periodic or special notices will be sent to you by e-mail, unless they contain confidential account information at which time they will be sent by secure email via the SpaceVault platform. Your monthly account statements, if applicable, contain confidential information, so they will be stored for you to access (print or review) in your SpaceVault account and will be available to you, for at least 2 years following the date it is first posted.

To access your monthly statements and any notices sent by secure email, you will need to sign in to your SpaceVault account.

You must provide us with your current e-mail address, and keep it current with us at all times. Otherwise, you may not receive electronic records in a timely manner. If you download or print any confidential materials, such as your monthly statements, be sure that you store them in a secure environment.

Fees on transfers from your external account

We offer six (6) free transfers per monthly statement cycle to your external bank account from the aggregate total of your SpaceVault accounts. Beyond six (6) transfers we charge a fee per the SpaceVault Schedule of Rates and Fees.

"Freezing" Your Account

As part of our loss prevention program, when we suspect irregular, unauthorized, or unlawful activities may be occurring in connection with your account, we may "freeze" (or place a hold) the balance in your account (and other accounts you maintain with SpaceVault) pending an investigation of such suspected activities. If we determine it is necessary to "freeze" your funds we may, at our discretion, either accept additional funding or return deposits. If we freeze your account, we will give any notice required by the laws governing your account. If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without liability to you, until such time that we can complete our investigation of the account and its related transactions. If we do freeze the funds in your account, we will provide you with a notice. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or the owner of the funds in the account.

Interest for Savings accounts

If your account earns interest, the following information applies:

- We reserve the right to change balance ranges or apply the same interest rate to more than one range.
- We use the average monthly balance method to calculate the interest on your account(s). This method applies a rate to the average monthly balance in the account for each month. We pay interest on the entire Collected Balance in the account that month at the rate assigned for that particular balance range.
- Interest is credited monthly.

Legal Process

Legal process includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order. We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff.

Limit on Number of Accounts

We reserve the right to limit the number of accounts created per SpaceVault user or per household. The term "household" refers to all persons occupying an individual housing unit, whether a single person or two or more unrelated persons.

Limitations on Size of Deposits and Withdrawals

The following limitations apply to all deposits and withdrawals from your SpaceVault account(s):

- Minimum Withdrawal Amount per Transaction: \$5.00
- Maximum Withdrawal Amount per Transaction: \$10,000
- Maximum Aggregate Daily Withdrawals for all your SpaceVault accounts: \$10,000
- Maximum Aggregate Monthly Withdrawals for all your SpaceVault accounts: \$60,000
- Minimum Deposit Amount per Transaction: \$5.00
- Maximum Deposit Amount per Transaction: \$75,000
- Maximum Aggregate Daily Deposits for all your SpaceVault accounts: \$75,000
- Maximum Aggregate Monthly Deposits for all your SpaceVault accounts: \$500,000

Limitations on total number of Withdrawals

Federal regulations limit withdrawals or transfers from your savings accounts to a total maximum of six (6) per monthly statement cycle (the period from one statement to the next) for savings accounts.

If you exceed the transfer limits on more than an occasional basis, a communication will be sent notifying you of the exceedance of six (6) times per monthly statement cycle. Each time a transfer is paid against your account in excess of this limit, you will be assessed an "Excess Withdrawal Fee". Finsophy PBC may also close the account if it deems necessary. See the SpaceVault Schedule of Rates and Fees.

Support Hours

You may use SpaceVault to access account information anytime and request transfers or transactions.

Funds Transfers between eligible accounts made Monday through Friday before 6:00pm (ET) will

be processed the same day. Funds transfers made Monday through Friday after 6:00pm (ET) or anytime on Saturday, Sunday, or Federal Bank holidays will be processed the next business day.

Customer Support is available from within your SpaceVault account Support section Monday through Friday from 9:00am-6:00pm (ET).

Tax Filings and Backup Withholding

Finsophy PBC will be delivering 1099-INT forms directly to the United States Internal Revenue Service (IRS) stating the annual interest dispensed to your SpaceVault account(s). You agree to provide us with your correct Social Security Number during the creation of your SpaceVault account for us to comply with federal interest filing regulations. In addition to filing 1099-INT forms to the IRS stating your earned annual interest income, we are required in some cases to withhold 28% of your earned interest if you or the IRS notifies us that you are subject to backup withholding.