

The Service is a copyrighted work belonging to Investmachine, Inc. ("Investmachine", "us", "our", and "we"). Certain features of the Service may be subject to additional guidelines, terms, or rules, which will be posted on the Service in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS OF USE, OUR TERMS OF SALE AND OUR PRIVACY POLICY (THESE "TERMS") SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SERVICE.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 11.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. Access to the Service

- **1.1 Eligibility**

Only persons meeting the following requirements may use the Service:

- (a) Persons who have the legal capacity for form a binding contract with Investmachine pursuant to the applicable laws of their jurisdiction;
 - (b) Persons who are the older of 18 years or the legal age to form a binding agreement in their jurisdiction; and
 - (c) Persons who agree and consent to all of the Terms;
- If you do not meet all of the requirements above, you may not use the Service.

- **1.2 License**

Subject to these Terms, Investmachine grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Service solely for your own personal, noncommercial use.

- **1.3 Certain Restrictions**

The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed on the Service; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service; (c) you shall not access the Service in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Service may be copied, reproduced,

distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to these Terms. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof.

- **1.4 Modification**

Investmachine reserves the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that Investmachine will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof.

- **1.5 No Support or Maintenance**

You acknowledge and agree that Investmachine will have no obligation to provide you with any support or maintenance in connection with the Service.

- **1.6 Ownership**

Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Service and its content are owned by Investmachine or Investmachine's suppliers. You acknowledge that nothing herein shall be interpreted as restricting Investmachine's rights to use your User Content in connection with the Service or to aggregate any User Content with other data for use by Investmachine. As between you and Investmachine all rights in and to the aggregated data belong to Investmachine. Neither these Terms (nor your access to the Service) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.2 Investmachine and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2. Accounts

- **2.1 Account Creation**

In order to use certain features of the Service, you must register for an account ("Account") and provide certain information about yourself as prompted by the account registration form (including but not limited to email address and a unique password). You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you reside in the United States or, if you reside outside the United States, that your use of the Service will comply with applicable law in your jurisdiction. You may delete your Account at any time, for any reason, by following the instructions on the

Service. Investmachine may suspend or terminate your Account in accordance with Section.

- **2.2 Account Responsibilities**

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Investmachine of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Investmachine cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3. Information and Content Submitted Through the Service

- **3.1 User Content**

"User Content" means any and all information and content that you or any other materials of any kind user submits to, or uses with, the Service, including without limitation, Creator SKUs (as defined below), content in a review, comment or other types of postings). Your submission of User Content is governed by this Agreement and Investmachine Privacy Policy located at: <https://www.Onepass.xyz/privacy-policy>. By submitting User Content through the Service, you make the following representations, warranties, and agreements:

- (a) You are at least older of: (i) 18 years old or (ii) the age of majority in your jurisdiction;
- (b) You agree that you are solely responsible for, and assume all risks associated with your User Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party;
- (c) You consent to our use of your personal information as outlined in the Privacy Policy;
- (d) To the extent that you submit the information that personally identifies or is otherwise of or about a third party ("Third Party Information") through the Service, you represent that all such Third-Party Information is of persons who are at least 18 years of age and that you have validly obtained all consents and provided all notices required by applicable law for the submission, disclosure and use by us of the Third Party Information;
- (e) Your User Content is original to you and contains no confidential information or proprietary materials of any third party that you are prohibited from using or disclosing and no third-party intellectual property is incorporated into the User Content;

- (f) You have full unrestricted right , power, and authority to upload the Use Content and to grant us the rights in the User Content that you grant hereunder, and our use of the User Content as contemplated in these Terms will not violate or infringe upon the rights of any third party or violate any agreement between us or you and any other person, firm or organization or any law or governmental regulations;
- (g) All information or material that you submit through the Site is true, accurate and complete, and you will maintain and update such information and materials as needed such that it remains true, accurate and complete;
- (h) You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3).
- You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Investmachine. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Investmachine is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

- **3.2 License**

You hereby grant (and you represent and warrant that you have the right to grant) to Investmachine an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Service. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

- **3.3 Acceptable Use Policy**

The following terms constitute our "Acceptable Use Policy":

- (a) You agree not to use the Service to submit, collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in

violation of any law, regulation, or obligations or restrictions imposed by any third party.

- (b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Service any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Service unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Service to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Service (or to other computer systems or networks connected to or used together with the Service), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Service; or (vi) use software or automated agents or scripts to produce multiple accounts on the Service, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Service (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

- **3.4 Enforcement**

We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section , and/or reporting you to law enforcement authorities.

- **3.5 Feedback**

If you provide Investmachine with any feedback or suggestions regarding the Service ("Feedback"), you hereby assign to Investmachine all rights in such Feedback and agree that Investmachine shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Investmachine will treat any Feedback you provide to Investmachine as non-confidential and non-proprietary. You agree that you will

not submit to Investmachine any information or ideas that you consider to be confidential or proprietary.

4. Onepass Creators

- **4.1 How to Become a Onepass Creator**

To inquire about becoming a Onepass Creator, visit <https://www.Onepass.xyz>.

- **4.2 Relationship of Onepass Creators to Onepass**

The relationship between Investmachine and Onepass Creators is that of independent contractors. There is no employer-employee relationship, partnership or joint venture between the parties.

- **4.3 Creator Name and Likeness**

By becoming a Onepass Creator, you grant Investmachine a license to use your name, likeness and approved biography to promote your affiliation with us.

- **4.4 Creator Use of Onepass IP**

We grant you a limited license to use our logo and other trademarks to promote your Onepass store, provided that you comply with any brand guidelines we may issue.

- **4.5 Creator Responsibilities**

- (a) Keeping User Information Private

You agree to keep all user information private using reasonable security measures. You may not sell or disclose user information. You further agree to the terms of the Onepass Creator Data Processing Agreement ("DPA") which are incorporated into these Terms by references.

- (b) Use of User Information

You agree that you may only use a user's information in a manner that: (i) such user has expressly consented to and (ii) is consistent with the terms of the DPA.

- (c) FTC Endorsement Guidelines

Whenever you make any public statements in connection with your Onepass, or any Onepass product or Experience, you agree to clearly and conspicuously disclose your affiliation with Investmachine and any other sponsorship or endorsement in accordance with the then current FTC Endorsement Guides and otherwise comply with all applicable laws or regulations.

- (d) Contests and Promotions

You agree to comply with all policies, laws and regulations applicable when conducting any contest or promotion and you agree that you may not condition any participation in any contest or promotion on any use

of, purchase or transaction using your Onepass or name Investmachine (or Onepass) as a sponsor, promoter or participant in any contest or promotion.

- (e) Compliance with Laws

You agree to comply with all policies, laws and regulations applicable to you, the subject matter of these Terms of Use, and your social accounts.(g) Other Restrictions

- (f) Other Restrictions

If your followers are under the age of 18, they will not be permitted to use your Onepass. You agree to assist us to remind your followers of this and you understand that we may refuse to process any Onepass transaction in our sole discretion.

- (g) Creator SKUs

If you create or submit content for sale on a Onepass (each item of such content a "Creator SKU"), you agree to abide by all Creator SKU instructions and policies established by Investmachine from time to time. You agree that Creator SKUs are considered to be User Content and all terms that apply to User Content apply to Creator SKUs. You may not create, submit or offer for sale on your Onepass, or any other Onepass, any Creator SKU that violates the Acceptable Use Policy in Section 3.3(a) above or that violates the Onepass Partner Code of Conduct. Your Creator SKUs, and all elements thereof, must be original to you or you must have all the rights, licenses and permissions necessary for your creation, promotion and sale of the Creator SKU to third parties.

- You agree that failure to comply with any of these responsibilities or any of the Terms, or any other published Investmachine policy, could result in our removing your Onepass and banning you from using the Service.

- **4.6 Creator Experiences**

Investmachine and Creator may agree to provide specific single-use user experiences through the Onepass (each an "Experience"). For example, a user might be able to purchase a specific time to play a specified game with a Creator or other unique experience. Should Investmachine and Creator agree on any such Experience offer, in writing (email is sufficient), Creator agrees to execute the services required of the Creator to provide the Experience to the end user in a reasonable time and in no event beyond any agreed upon deadline set in the terms of sale or advertising of the individual Experience. If Creator fails to provide any Experience, Creator agrees that no revenue will be attributed to the sale of such Experience, Investmachine may refund the end user the purchase amount, and Creator will pay to Investmachine an amount equal to the payment processor fees incurred by Investmachine or any other out of Investmachine's costs in connection with the Experience and indemnify

and hold harmless Investmachine from and against any claim by the user resulting from the failure to deliver.

- **4.7 API-Driven Support-a-Creator Programs**

- (a) Programs. Investmachine together with publishers of video game content (“Publishers”) may create and offer API-Driven Support-a-Creator Programs (“Programs”) from time to time. These Programs allow eligible Creators to attribute sales, referrals, installations, or other player actions within a Publisher's game to a creator.
- (b) Joining a Program. The Publisher associated with each Program will determine which Creators may join their Program (such Creators, “Program Eligible Creators”) and how.
- (c) Identity Verification. In order to join a Program, Program Eligible Creators may be required to link their YouTube/Twitch or other social media account to verify their identity.
- (d) Publisher Program Terms, Guidelines and Codes of Conduct. Publishers have the option to set additional terms, guidelines and codes of conduct for their Program. By joining a Program, Creators are agreeing to be bound by these additional terms and the abide by these additional guidelines and codes of conduct.
- (f) Program Suspension/Removal. The Publisher associated with a given Program may suspend or remove a Creator from their Program at any time for any reason or no reason. If this happens Creator will be eligible to receive the API Revenue Share for the relevant Program up to the date of suspension/removal subject to Section 4.8(f).
- (g) Leaving a Program. Creators may opt to leave a Program at any time by emailing help@Onepass.xyz or leaving via their Onepass control panel. Creators who leave a Program will be eligible to receive the API Revenue Share for that Program up to the date of suspension/removal subject to Section 4.8(f).

- **4.8 Creator Payment Terms**

- (a) Revenue Share. Investmachine will pay Creator a pre-determined share of the revenue attributable to Creator's Onepass (“Store Revenue Share”) and a pre-determined share of revenue attributable to the API-driven Support-a-Creator programs (described below) in which Creator is participating (each an “API Revenue Share” and, collectively, together with the Store Revenue Share, the “Revenue Share”), subject to the terms in subsections (b) – (f) below. The Store Revenue Share and each API Revenue Share are subject to change from time to time in Investmachine’s sole discretion. Investmachine will provide Creator

with notice of any changes either through the Creator Dashboard or via email and the change will become effective during the following Pay Period (as defined below).

- (b) Tips. If Investmachine allows users to provide tips or other payments tied to a particular Creator ("Tips"), all amounts received will be subject to the same payment terms under this Section 4.8.
- (c) Creator's Duty to Provide Information. As a condition precedent to Creator's right to receive payments under this Agreement, Creator must first provide Investmachine with (i) an original completed and executed United States Internal Revenue Service Form W-9 (or, if a foreign entity, Form W-8 BEN) and (ii) all other contact and payment information requested by Investmachine ((i) and (ii) are collectively referred to hereafter as the "Payment Information"). Creators must provide true and accurate information about themselves and their country of residence when they create or update their Account. It is Creator's responsibility to promptly inform Investmachine of any changes to Creator's Payment Information or country of residence. Creator further understands and agrees that Creator will have no right to receive payments hereunder if Creator has provided invalid information, including Payment Information.
- (d) Minimum Payment Amount. For each Pay Period (as defined below), a minimum of \$100 USD must accrue to Creator's account before Investmachine will remit payment to Creator. Investmachine will have no obligation to pay Creator unless and until the balance of Creator's account with Investmachine exceeds \$100. If the amount due to Creator is less than \$100 USD for any Pay Period, this amount will rollover into the next Pay Period and Investmachine will remit payment to Creator after the total amount accrued exceeds \$100..
- (e) Payment Timing.
 - Onepass Store Payments. In connection with Creator Onepasses, within 45 days of the end of each calendar month (each month a "Pay Period"), Investmachine will pay to Creator their Store Revenue Share for that Pay Period, provided that the amount due to Creator is \$100 USD or more, along with a confirmation email describing the total amount owed.
 - API-driven Support-a-Creator Payments. Subject to 4.8(f) below, and provided that the total amount due to Creator is \$100 USD or more, Investmachine will pay to Creator their API Revenue Share for each Pay Period within 75 days of the end of the relevant Pay Period, along with a confirmation email describing the total amount owed.

- (f) API Revenue Share Payment Exclusions. The following amounts are excluded from the API Revenue Share: (i) any amounts that Investmachine does not actually receive from the relevant Publisher, and (ii) amounts for actual chargebacks, returns, discounts, refunds or fraudulent transactions (collectively "Chargebacks"). Creator understands and agrees that Investmachine may deduct Chargebacks associated with Creator's API Revenue Share (as defined below) from one Pay Period from Creator's API Revenue Share in a future Pay Period.
- (g) Payment Dashboard. Creator's Onepass dashboard will also provide Creator with an estimate of amounts owed. Investmachine will not be liable for any broker's, agent's or manager's fees or commissions, taxes, production company fees or other payments to third parties owed or payable by Creator in connection payments to Creator with this Agreement.
- (h) Payment Suspensions. We may suspend, delay or block any payments for violations of our policies or compliance issues (including, without limitation, tax issues, suspected fraud or criminal activity). In order to protect Creators, we may block user's payments if we believe them to be fraudulent.
- (i) Inactive Accounts, Invalid Payment Information and Maintenance Fees. If there is substantial inactivity on Creator's account for a period of 365 days or more, and the balance on Creator's account is less than \$100, Investmachine may close Creator's inactive account and terminate this agreement. If there is a balance on Creator's account, a maintenance fee will be deducted from Creator's balance in an amount equal to the lesser of: (i) Creator's account balance or (ii) \$20. If Creator has provided Investmachine with valid Payment Information in accordance with Section 4.7(b), Investmachine will pay the remainder of the balance to Creator, if any. If Creator has not provided Investmachine with valid Payment Information, an ongoing, monthly maintenance fee of \$10 will be deducted from Creator's balance until Creator's balance reaches \$0. Provided that, if Creator provides Investmachine with valid Payment Information before Creator's balance reaches \$0, then within 30 days of Investmachine's receipt of valid Payment Information from Creator, Investmachine will pay the then-remaining balance amount to Creator.
- (j) Taxes. You are responsible for reporting and paying all taxes associated with the amounts you earn through your Onepass. We collect tax identification information and report this to tax authorities as legally required. If we are required by law to collect transactional taxes (such as VAT or GST or similar taxes), we will add this amount to

amounts collected from end users and deduct the amounts from sums paid to you.

- (k) Fees. You are responsible for reporting and paying all taxes associated with the amounts you earn through your Onepass. We collect tax identification information and report this to tax authorities as legally required. If we are required by law to collect transactional taxes (such as VAT or GST or similar taxes), we will add this amount to amounts collected from end users and deduct the amounts from sums paid to you.
- (l) OFAC. We cannot take part in transactions that violate economic sanctions and trade restrictions, including those implemented by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. For example, we cannot participate in transactions involving designated people, places, or items that originate from those places, as determined by agencies like OFAC. These restrictions generally prohibit transactions involving certain areas (e.g. Crimea, Cuba, Iran, North Korea, and Syria), or any individual or entity operating or residing in those places or individuals, or entities identified on sanctions lists such as OFAC's Specially Designated Nationals ("SDN") List or Foreign Sanctions Evaders ("FSE") List. We take steps to ensure compliance with these regulations including, but not limited to: we prohibit access to Onepass in certain geographic locations; we reserve the right to request additional information from you, or ask you to take other steps to help us meet compliance obligations; if suspect you are operating your account from a sanctioned location or are in violation of any economic sanction or trade restriction, we may suspend, terminate or take other action on your account; we prohibit any user from using Onepass on behalf of or to benefit any individual or entity subject to sanctions. Our payment partners may independently monitor financial transactions for sanctions compliance and may block transactions as part of their own compliance programs. Economic sanctions and trade restrictions are updated frequently and may result in changes to our services to any individual, entity, country or region as we comply with such sanctions and restrictions.

- **4.9 Services and Product Availability**

- (a) Services and Products. We may at any time in our sole discretion, suspend or terminate any of our services, including your Onepass, or your access to the same. In such an event this Agreement will immediately terminate.
- (b) Creator Product Requests. Creators may submit requests that certain products be available for sale on their Onepass and we will endeavor to accommodate such requests. However, Investmachine

does not guarantee or warrant that any Product or Experience is or will remain available for sale or distribution through the Investmachine Platform or the Onepass and Investmachine may, in its sole discretion, add or remove specific Products or Experiences from the Onepass or the Investmachine Platform for any or no reason.

- **4.10 Creator Indemnification**

Creator agrees to indemnify, defend and hold harmless Investmachine and its employees, officers, directors, agents, successors, affiliates, assigns and others working on its behalf, from and against any and all third party claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses"), arising out of or in connection with: (a) any Creator SKU and/or other User Content of Creator; (b) Programs joined by Creator; (c) Creator's alleged or actual breach of : (i) the Creator's obligations hereunder, including without limitation the Creator Responsibilities, or (ii) any representation or warranty under this Agreement; or (d) Creator's negligence or willful misconduct. Except to the extent of Creator's indemnification obligation to Investmachine hereunder, Investmachine agrees to defend, indemnify and hold Creator harmless from and against any and all third-party Losses arising out of the Investmachine Platform, except as caused by Creator's negligence or misconduct or as otherwise provided under the Terms. This provision will survive the expiration or termination of this Agreement.

- **4.11 Creator Sales Incentive Programs**

- (a) Sales Incentive Programs. Investmachine may from time-to-time conduct sales incentive programs whereby the Eligible Creator who sells the most units of the Incentive Product and who meets all other Award Criteria described in the applicable Incentive Announcement, will be entitled to receive the applicable Incentive Award (a "Sales Incentive Program") subject to the terms herein and provided that no Grounds for Qualification exist. Prior to conducting a Sales Incentive Program, Investmachine will publish on its site an Incentive Announcement.
- (b) Definitions.
 - (i) "Award Criteria" means the objective criteria identified in an applicable Incentive Announcement which must be achieved by an Eligible Creator in order for such Eligible Creator to be eligible to be awarded the Incentive Award identified in the applicable Incentive Announcement.
 - (ii) "Eligible Creators" means Creators who at all times prior to and during an applicable Incentive Period and prior to the time that an applicable Incentive Award is awarded: (i) have a valid

Creator account and Onepass; (ii) are not Prohibit Persons; (iii) are not residents of a Prohibited Jurisdiction, (iv) are in compliance with all of these Terms, the Code of Conduct, any other agreement between Investmachine and the Creator, and all applicable laws; and (v) has not committed any act or omission resulting in any of the Grounds for Disqualification described below.

- (iii) "Incentive Announcement" means a publication by Investmachine announcing a Sales Incentive Program which will include the following information: (i) Incentive Period, (ii) Incentive Product(s), (iii) Incentive Award, and (iv) the Incentive Sponsor.
 - (iv) "Incentive Award" means the award described in an Incentive Announcement which will be given to the Eligible Creator who Investmachine deems to meet the Award Criteria defined in the applicable Incentive Announcement, subject to the terms and conditions herein.
 - (v) "Incentive Period" means the period of time described in an Incentive Announcement.
 - (vi) "Incentive Product(s)" means the product or products identified in an applicable Incentive Announcement the sale of which is part of the Award Criteria for an Incentive Program.
 - (vii) "Incentive Sponsor" has the definition given to it in an applicable Incentive Announcement.
 - (viii) "Prohibited Jurisdiction" means any jurisdiction where applicable law prohibits or restricts a Sales Incentive Program, including without limitation: Austria, Belgium, Czech Republic, Germany, Greece, France, Hungary, Italy, Poland, Portugal, Spain, Sweden, and Quebec.
 - (ix) "Prohibited Parties" means any officer, director, employee, contractor of Investmachine, Incentive Sponsor, it or their affiliates, or members of their immediate family or persons living in the same household.
 - (x) "Potential Winner" means the Eligible Creator deemed by Investmachine, in its sole and final determination, to have met all applicable Award Criteria at the end of the Incentive Period and who is therefore eligible to be awarded the Incentive Award.
 - (xi) "Winner" means the Eligible Creator who is confirmed the winner of the Incentive Award by Investmachine.
- (c) Void Where Prohibited. Sales Incentive Programs are void where prohibited.

- (d) Entry. All Eligible Creators will automatically be included in the Sales Incentive Program.
- (e) No Purchase Necessary. Eligible Creators are not required to make a purchase in order to participate in any Sales Incentive Program.
- (f) Potential Winner Notification. Investmachine will notify the Potential Winner using the email associated with such Creator's Onepass account ("Potential Winner Notification"). The Potential Winner must respond to the Potential Winner Notification within 48 hours of it being sent unless a longer timeframe is specified in the Potential Winner Notification. Failure to respond within the applicable timeframe or to provide any information requested by Investmachine in order to confirm the eligibility of the Potential Winner, will result in forfeiture of the Incentive Award. The return of any Potential Winner Notification as undeliverable may result in disqualification and the runner-up Eligible Creator being deemed the Potential Winner.
- (g) Winner; Winner Confirmation Procedure. A Potential Winner will only be confirmed as a Winner after Investmachine is satisfied that the Potential Winner is an Eligible Creator. Winners must be willing and able to claim and/or accept the Incentive Award, and all elements thereof, in full in the period specified by Investmachine. Potential Winners are subject to confirmation and verification by Investmachine, by whatever means Investmachine shall deem appropriate. If Investmachine deems the Potential Winner to be an Eligible Creator and no Grounds for Disqualification exist, Investmachine will confirm the Potential Winner to be the Winner and will award the Winner the Incentive Award. The Winner will be solely responsible for all taxes associated the applicable Incentive Award.
- (h) Grounds for Disqualification: (i) the commission of any fraud or deception in connection with Creator's users, Creator's Onepass, and/or relationship with Investmachine; (ii) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the Prize, in whole or in part; (iii) committing a crime or participating in any other behavior that Investmachine or an applicable Incentive Sponsor believe in their sole discretion to be disparaging or otherwise damaging to their brand or company; (iv) Winner's inability to timely accept the Incentive Award for any reason and (v) Investmachine's inability to timely award or otherwise fulfill the applicable Incentive Award, due to circumstances beyond Investmachine's reasonable control, including without limitation, legal restrictions, Acts of God, natural disasters, pandemics/epidemics, terrorism, and weather ((i) - (v) collectively "Grounds for Disqualification").

- (i) Errors. Investmachine and Incentive Sponsor will not be responsible for: Creator's failure to receive Incentive Award Notices, including without limitation failures due to Creator's spam, junk e-mail, or other security settings or for Creators' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions or errors, including without limitation errors or malfunctions associated with the Onepass platform and ecommerce providers, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in any Sales Incentive Program; damaged or defective Incentive Award; by any human error which may occur in the processing of data including Onepass sales data; error, delay or other issues with respect to the shipping of Incentive Awards; or any typographical, technological, or other error in the publishing of the Incentive Announcement, administration of the Sales Incentive Program, or announcement of the Incentive Award (collectively "Error" or "Errors"). If, in the Investmachine's opinion, Investmachine detects an Error, or there is any suspected evidence of tampering with any portion of the Sales Incentive Program, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sales Incentive Program, Investmachine reserves the right, in its sole discretion, to cancel or modify this Sales Incentive Program in a manner deemed appropriate by the Investmachine. In the event of termination prior to the selection of a winner, winners will be selected from the Eligible Creator meeting the Award Criteria at the time the Sales Incentive Program is terminated. If by reason of a publication or other error, Incentive Awards are claimed than the number set forth in the applicable Incentive Announcement, or if more than one Eligible Creator meets the applicable Award Criteria, the Incentive Award will be awarded to the Eligible Creator who achieved the most overall sales through their Onepass during the 30-day period prior to the start of the Incentive Period. No more than the advertised number of Incentive Awards will be awarded.
- **4.12 Creator Directed Donation Program**
 - Directed Donations Option. Onepass Creators can direct us to donate a portion of their earnings to one of our selected charities ("Selected Charities") by selecting the "Directed Donations" option in your payment options. The Directed Donations option allows you to set any percentage of your earnings from (0-100%).
 - Changing Directed Donations Settings. If you decide that you would like to change your Directed Donations settings you may do so at any time

and the change will take effect prospectively. You are not able to change your Directed Donation settings for previous transactions.

- How Directed Donations Work. We will make all donations under the Directed Donation Program ("Directed Donations") using Tiltify or another provider of our choosing. All Directed Donations will originate from us. So, your taxable earnings will not include any amounts that you have directed us to donate under the Directed Donations option. PLEASE NOTE THAT You will not be able to claim these donations for tax purposes.
- Timing of Donations. We will make Directed Donations a monthly basis. We will aggregate the total Directed Donations across our platform ("Aggregate Donations") directed to each Selected Charity on a monthly basis and make a single donation to the Selected Charity of the applicable Aggregate Donations amount, provided that the Aggregate Donations for the Selected Charity meet the Contribution Threshold (defined below).
- Contribution Threshold. We will only make a donation to an applicable Selected Charity when the Aggregate Donations to that Selected Charity meets or exceeds \$50.00 USD (the "Contribution Threshold"). If any single Selected Charity has less than \$50.00 USD in total donations in a given month, we will roll the donations for the applicable charity over to the next month until the Aggregate Donations for that charity meet the Contribution Threshold.

6. Third-Party Links & Ads; Other Users

● 6.1 Third Party Accounts

You may need to grant us access to your third-party social accounts (for example, Twitch, YouTube, Mixer, etc.) in order for the Service features to function. You can revoke our access to these accounts at any time for any reason using the third party's security setting. However, the Service may not function properly if you deny such access.

● 6.2 Third-Party Links & Ads

The Service may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links & Ads"). Such Third-Party Links & Ads are not under the control of Investmachine, and Investmachine is not responsible for any Third-Party Links & Ads. Investmachine provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a

suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

- **6.3 Other Users**

Each Service user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Service users are solely between you and such users. You agree that Investmachine will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

- **6.4 Release**

You hereby release and forever discharge Investmachine (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Service users or any Third-Party Links & Ads) and any Incentive Sales Promotion. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

7. Disclaimers

THE SERVICE AND ALL INCENTIVE AWARDS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND Investmachine (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET

ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL Investmachine (OR OUR SUPPLIERS OR INCENTIVE SPONSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE, AN INCENTIVE PROGRAM OR PROGRAMS, INCENTIVE AWARDS, OR INABILITY TO USE, THE SERVICE, EVEN IF Investmachine HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Service. We may suspend or terminate your rights to use the Service (including your Account) at any time for any reason at our sole discretion, including for any use of the Service in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Investmachine will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.2 through 1.6, Section 3 and Sections 4 through 11.

10. Copyright Policy

Investmachine respects the intellectual property of others and asks that users of our Service do the same. In connection with our Service, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Service who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Service, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent: (1) your physical or electronic signature; (2) identification of the copyrighted work(s) that you claim to have been infringed; (3) identification of the material on our services that you claim is infringing and that you request us to remove; (4) sufficient information to permit us to locate such material; (5) your address, telephone number, and e-mail address; (6) a statement that you

have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and (7) a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Investmachine is:

11. General

- **11.1 Changes**

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Service. You are responsible for providing us with your most current email address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an email notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Service. These changes will be effective immediately for new users of our Service. Continued use of our Service following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

- **11.2 Dispute Resolution**

Please read this Arbitration Agreement carefully. It is part of your contract with Investmachine and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- (a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Investmachine that cannot be resolved informally

or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Investmachine, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

- (b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Investmachine should be sent to Investmachine attn.: Terms of Use Dispute at the address listed in Section 11.8 (or such other address as may be provided by Investmachine for this purpose. After the Notice is received, you and Investmachine may attempt to resolve the claim or dispute informally. If you and Investmachine do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) *Arbitration.* You agree that any dispute, claim or controversy arising hereunder or relating in any way to these Terms and not informally resolved shall be settled by binding arbitration in Travis County, Texas, in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator shall issue a written decision specifying the basis for the award made. The party filing a claim or counterclaim in the arbitration proceeding shall pay the deposit(s) determined by JAMS with respect to such claim or counterclaim. All other costs associated with the arbitration and imposed by JAMS shall be paid as determined by the arbitrator(s) and, in absence of such determination, equally by each party to the arbitration. In addition, unless the arbitrator awards payment of reasonable attorney and other fees to a party, each party to the arbitration shall be responsible for its own attorneys' fees and other professional fees incurred in connection with the arbitration. Determinations of the arbitrator will be final and binding upon the parties to the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitrator shall apply

the substantive law of the State of Texas, without giving effect to its conflict of laws rules.

- (d) *Waiver of Jury Trial*. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Investmachine in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND Investmachine WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (e) *Waiver of Class or Consolidated Actions*. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- (f) *Confidentiality*. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (g) *Severability*. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (h) *Right to Waive*. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (i) *Emergency Equitable Relief*. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

- (j) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secrets shall not be subject to this Arbitration Agreement.
- (k) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Travis County, Texas, for such purpose

- **11.3 Export**

The Service may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Investmachine, or any products utilizing such data, in violation of the United States export laws or regulations.

- **11.4 Disclosures**

Investmachine is located at the address in Section 11.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

- **11.5 Electronic Communications**

The communications between you and Investmachine use electronic means, whether you use the Service or send us emails, or whether Investmachine posts notices on the Service or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Investmachine in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Investmachine provides to you electronically satisfy any legal requirements that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

- **11.6 Entire Terms**

These Terms constitute the entire agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to

Investmachine is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Investmachine's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Investmachine may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

- **11.7 Copyright/Trademark Information**

Copyright © 2022 Investmachine, Inc. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Service are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

- **11.8 Contact Information**

Investmachine, Inc.

DOMESTIC LIMITED LIABILITY COMPANY

Jurisdiction: NEW YORK

privacy@Onepass.xyz