

INDEFINITE INTEGRAL TERMS OF SERVICE

Last Updated: November 14, 2018

These terms of service, together with any documents and additional terms they expressly incorporate by reference (collectively, these “Terms”), are entered into between Indefinite Integral Incorporated (“Indefinite Integral,” “we,” “us” and “our”) and you or the company or other legal entity you represent (“you” or “your”), and constitute a binding legal agreement.

Please read these Terms carefully, as these Terms govern your use of our Portal and our Services, and expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to such use. By clicking “I agree” to these Terms or otherwise accessing or using our Portal or our Services, you accept and agree to be bound by and to comply with these Terms, including the mandatory arbitration provision in Section 12. If you do not agree to these Terms, you must not access or use our Portal or the Services.

You must be able to form a legally binding contract online either on behalf of a company or as an individual. Accordingly, you represent that: (a) if you are agreeing to these Terms on behalf of a company or other legal entity, you have the legal authority to bind the company or other legal entity to these Terms; and (b) you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms. In addition to the foregoing, you also represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Portal or the Services would be illegal or otherwise violate any applicable law.

Please carefully review the disclosures and disclaimers set forth in Section 9 in their entirety before using any software developed by Indefinite Integral. The information in Section 9 provides important details about the legal obligations associated with your use of the Indefinite Integral open-source software. By accessing or using our Portal or our Services, you agree that Indefinite Integral does not provide execution or clearing services of any kind and is not responsible for the execution or clearing of transactions automated through Indefinite Integral open-source software.

1. KEY DEFINITIONS

For the purpose of these Terms, the following capitalized terms shall have the following meanings:

- 1.1. “Affiliate” means, with respect to a party to these Terms, any legal entity that, directly or indirectly controls, is controlled by, or is under common control with such party.
- 1.2. “Applicable Law” means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority having jurisdiction over Indefinite Integral, you, the Portal or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity.
- 1.3. “Bitcoin Address” means the unique public key cryptocurrency identifier that points to a Bitcoin-compatible wallet to which Bitcoin may be sent or stored.
- 1.4. “Ethereum Address” means the unique public key cryptocurrency identifier that points to an Ethereum-compatible wallet to which Ether or NFTs may be sent or stored.
- 1.5. “Governmental Authority” includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.
- 1.6. “NFT” means a non-fungible token that users may bid on as part of the Services.

- 1.7. "Portal" means the Indefinite Integral site located at <https://summa.one>, and all associated sites and applications linked thereto by Indefinite Integral and its Affiliates, which includes, Indefinite Integral's decentralized application layer on the Ethereum blockchain.
- 1.8. "Services" has the meaning set out in Section 3.1.
- 1.9. "Transaction Fee" has the meaning set forth in Section 3.3.

2. MODIFICATIONS TO THESE TERMS

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, any and all such modifications are effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

3. SERVICES

3.1. Services

The primary purpose of the Portal is to enable users to participate in auctions, including auctioning off or bidding on NFTs or Ether (the "Services"). As part of the Services, we will also provide a wallet that you can use solely to hold the Bitcoin you will bid with for the duration of the applicable auction ("Wallet"). You cannot store Bitcoin or Ether in the Wallet, and any Bitcoin not used to bid will be refunded at the end of the auction to the Bitcoin Address you provide.

3.2. No Fees

Use of the Portal and the Services is provided to you at no charge.

3.3. Transaction Fees

Some Services involve the use of the Ethereum and Bitcoin blockchain, which may require that you pay a fee for the computational resources required to perform a transaction on that blockchain ("Transaction Fee"). You acknowledge and agree that Indefinite Integral has no control over: (a) any Ethereum or Bitcoin blockchain transactions; (b) the method of payment of any Transaction Fees; or (c) any actual payments of Transaction Fees. Accordingly, you must ensure that you have a sufficient balance of Ether or Bitcoin, as applicable, to complete any transaction on the applicable blockchain before initiating such transaction. We will make reasonable efforts to notify you of any Transaction Fees before initiating any Services that require the use of the Ethereum or Bitcoin blockchain.

3.4. Conditions and Restrictions

We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of, the Services or the Portal, with or without prior notice.

3.5. No Broker, Legal or Fiduciary Relationship

Indefinite Integral is not your broker, lawyer, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you regarding any other decisions or activities that you effect when using the Portal or the Services. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as, advice.

3.6. Your Responsibilities

As a condition to accessing or using the Services or the Portal, you shall:

- (a) only use the Services and the Portal for lawful purposes and in accordance with these Terms;

(b) ensure that, at all times, all information that you provide on the Portal is current, complete and accurate;

(c) provide us with your Bitcoin Address and your Ethereum Address; and

(d) maintain the security and confidentiality of your password, your Bitcoin Address and your Ethereum Address.

3.7. Unacceptable Use or Conduct

As a condition to accessing or using the Portal or the Services, you will not:

(a) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws, such as the Bank Secrecy Act, each as may be amended;

(b) infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Portal or the Services;

(c) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;

(d) attempt to circumvent any content filtering techniques or security measures that Indefinite Integral employs on the Portal, or attempt to access any service or area of the Portal or the Services that you are not authorized to access;

(e) use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;

(f) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Services or to extract data;

(g) introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Portal or the Services;

(h) provide false, inaccurate, or misleading information;

(i) use the Portal or the Services from a jurisdiction that we have, in our sole discretion, or a relevant Governmental Authority has determined is a jurisdiction where the use of the Portal or the Services is prohibited; or

(j) encourage or induce any third party to engage in any of the activities prohibited under this Section 3.7.

3.8. Your Assumption of Risks

You represent and warrant that you:

(a) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of participating in the Services;

(b) know, understand and accept the risks associated with your Bitcoin Address, the Bitcoin network, Bitcoin, your Ethereum Address, the Ethereum blockchain, Ether and NFTs;

(c) know, understand and accept the risks associated with providing us with the incorrect Bitcoin Address or Ethereum Address when using the Services; and

(d) accept the risks associated with acquiring, selling or trading Ether and NFTs, and are responsible for conducting your own independent analysis of the risks specific to any Ether or NFTs acquired, sold or traded by you and your use of the Services.

You hereby assume, and agree that Indefinite Integral will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Indefinite Integral, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.

4. PRIVACY POLICY

Please refer to our privacy policy available at /public/Privacy_Policy.pdf for information about how we collect, use, share and otherwise process information about you.

5. PROPRIETARY RIGHTS

5.1. Ownership of Services; License to Services

Excluding any third-party software that the Portal or the Services incorporates, as between you and Indefinite Integral, Indefinite Integral owns the Portal and the Services, including all technology, content and other materials used, displayed or provided on the Portal or in connection with the Services (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, transferable, license to access and use those portions of the Portal and the Services that are proprietary to Indefinite Integral.

5.2. Limitations

You may not: (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Portal or the Services; or (b) use the Portal or the Services for time-sharing or service bureau purposes.

5.3. Trademarks

Any of Indefinite Integral's product or service names, logos, and other marks used in the Portal or as a part of the Services, including Indefinite Integral's name and logo are trademarks owned by Indefinite Integral, its Affiliates or its applicable licensors. You may not copy, imitate or use them without Indefinite Integral's (or the applicable licensor's) prior written consent.

6. CHANGES; SUSPENSION; TERMINATION

6.1. Changes to Services

We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

6.2. No Liability

We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Portal or the Services.

6.3. Survival

The following sections will survive any termination of your access to the Portal or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 1, 4, 5, 6.3, and 7-14.

7. ELECTRONIC NOTICES

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “Communications”) that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Portal or by emailing them to you at the email address you provide in connection with using the Services, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact our support team to request additional electronic copies of our Communications by filing a support request at contact@summa.one.

8. INDEMNIFICATION

You will defend, indemnify, and hold harmless us, our Affiliates, and our and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “Indemnified Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with, the Portal or Services; (b) Ethereum Blockchain assets associated with your Ethereum Address; (c) Bitcoin associated with your Bitcoin Address; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Indefinite Integral (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Indefinite Integral wishes to settle, and if so, on what terms.

9. DISCLOSURES; DISCLAIMERS

Indefinite Integral is a developer of open source software. Indefinite Integral does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore has no oversight involvement, or control with respect to your transactions, including purchases and sales of NFTs or Ether as part of an auction. All transactions between users of Indefinite Integral open source software are executed peer-to-peer directly between the users’ digital wallets through a smart contract.

You are responsible for complying with all laws and regulations applicable to your transactions, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission (“CFTC”), and the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission (“SEC”). You understand that Indefinite Integral is not registered or licensed by the CFTC, the SEC, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Indefinite Integral Portal. This website and the Indefinite Integral Portal do not constitute advice or a recommendation concerning any commodity, security or other asset. Indefinite Integral is not acting as an investment adviser or commodity trading adviser to any person.

Indefinite Integral does not own or control the underlying software protocols that are used in connection with the NFTs or Ether. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Indefinite Integral is not responsible for operation of the underlying protocols, and Indefinite Integral makes no guarantee of their functionality, security, or availability.

To the maximum extent permitted under Applicable Law, the Portal and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Portal or the Services (including any data relating thereto) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Portal or the Service are correctable or will be correctable.

You acknowledge that your data on the Portal may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third party providers, Internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

10. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Portal and the Services (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Services, your Bitcoin, Ether, NFTs or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder nor is Indefinite Integral in any way responsible for the execution or settlement of transactions between users of the Portal.

11. LIMITATION OF LIABILITY

In no event shall our aggregate liability (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) arising out of or in connection with the Portal and the Services (and any of their content and functionality), any performance or non-performance of the Services, your Bitcoin, Ether, NFTs or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability or other theory of liability exceed the amount of fees paid by you to us under these Terms, if any, in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

12. DISPUTE RESOLUTION AND ARBITRATION

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Indefinite Integral and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. In addition, arbitration precludes you from suing in court or having a jury trial.

You and Indefinite Integral agree that any dispute arising out of or related to these Terms or our Services is personal to you and Indefinite Integral and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Except for small claims disputes in which you or Indefinite Integral seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Indefinite Integral seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Indefinite Integral waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, for any dispute or claim that you have against Indefinite Integral or relating in any way to the Services, you agree to first contact Indefinite Integral and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Indefinite Integral by email at contact@summa.one or by certified mail addressed to Indefinite Integral Incorporated, 44 Montgomery St., Suite 3865, San Francisco, California 94104. The

Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Indefinite Integral cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in San Francisco, California, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules"). The most recent version of the JAMS Rules are available on the [JAMS website](#) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and Indefinite Integral agree that these Terms affect interstate commerce and that the enforceability of this Section 12 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, Indefinite Integral, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Indefinite Integral agree that for any arbitration you initiate, you will pay the filing fee and Indefinite Integral will pay the remaining JAMS fees and costs. For any arbitration initiated by Indefinite Integral, Indefinite Integral will pay all JAMS fees and costs. You and Indefinite Integral agree that the state or federal courts of the State of California and the United States sitting in San Francisco, California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Indefinite Integral will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 12 by emailing us at contact@summa.one. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 13.

If any portion of this Section 12 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 12 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 12; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 12 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to

the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 12 will be enforceable.

13. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Portal or the Services, will be governed by and construed and enforced in accordance with the laws of the State of California, as applicable, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms, the state and federal courts located in San Francisco, California will have exclusive jurisdiction. You waive any objection to venue in any such courts.

14. MISCELLANEOUS

Any right or remedy of Indefinite Integral set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law or in equity. Our failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. We will have no responsibility or liability for any failure or delay in performance of the Portal or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction. You may not assign or transfer any right to use the Portal or the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval. Headings of sections are for convenience only and shall not be used to limit or construe such sections. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Portal and the Services. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.