



Terms and Conditions

1. THE PLATFORM

1.1 **Alteri Enterprises, Inc.**, an incorporated company holding registration number 6890495 with registered 7723 Tyler's Place Blvd, STE #117, West Chester, Ohio 45069 or any other entity that directly or indirectly controls, is controlled by, or is under common control with Alteri (collectively the "Company") created the Company online platform at the URL <https://app.alteri.io> (the "Portal"), which includes other websites added to the Portal from time to time to provide a medium where you ("You" or "Your") and other users and other interested parties (each, a "User" and collectively, "Users") may sign up to a Company account, obtain information, post comments, provide reviews, and engage in conversation threads around the Company and the Company blockchain network (the "Network").

1.2 If You are accessing and/or using the Portal on behalf of Your employer or as a consultant or agent of a third party (collectively "Your Company"), You represent and warrant that You have the authority to act on behalf of and bind Your Company to these Portal terms and conditions (the "Portal Terms") and everywhere in these Portal Terms that refers to You or Your, shall also include Your Company.

2. ACCEPTANCE OF TERMS

2.1 Your access and use of the Portal, the Company Content (defined in Section 3 below), Public Content (defined in Section 3 below), or any forums, wikis, blogs, or services provided on the Portal (any "Services"), are subject to these Portal Terms.

2.2 Your use of the Portal, Company Content, Public Content and the Services may also be subject to disclaimers, legal notices, click-through agreements, or other legal agreements (any, "Additional Legal Terms"), which may be posted on the Portal where applicable.



These Portal Terms and the applicable Additional Legal Terms (together "Controlling Terms") form a legally binding agreement between You and the Company regarding Your access and use of the Portal.

2.3 Whenever there is a conflict between the terms in this Portal Terms and the Additional Legal Terms, the terms in the Additional Legal Terms shall prevail. By accessing or using the Portal, You accept and agree to abide by the terms of these Portal Terms. If You do not agree to the terms of these Portal Terms, You must not attempt to access or use Portal.

3. LICENSES

3.1 By transmitting or uploading any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, suggestions, feedback, ideas, expression of ideas, other materials, or any posting to any forum, wiki, or blog to any web page on the Portal (collectively, "Public Content"), You grant to the Company a perpetual, irrevocable, non-exclusive, world-wide, fully-paid up and royalty free license to use such Public Content without restrictions of any kind and without any payment or other consideration of any kind, or permission or notification, to you or any third party. The license shall include, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license the Public Content, and all rights therein; to make, have made, offer to sell, sell, lease, or otherwise distribute any Public Content or product; and to practice any method, embodying such Public Content (including the right to sublicense any of the foregoing).

3.2 You further represent and warrant to the Company that You have the right, title, and/or authority to grant such license to the Company. The Company may elect not to post or publish the Public Content that You send or upload. If the Company elects to post or publish the Public



Content, the Company may in its sole discretion elect to withdraw the posted or published information for any reason and without notice.

3.3 The Company may make certain Company-created or licensed articles, information, data, code, text, software, documentation, graphics, images, marketing materials, videos, photographs or other materials available to You on the Portal ("Company Content"). The Company grants You a limited, revocable, non-exclusive license to access, copy and use the Company Content for Your own use in connection with your access and use of the Portal or in support of Your authorized use of the Network. You may not sublicense these rights to any third party. You may not use the Company Content to create, enhance or market products or services that compete with any products or services of the Company. The Company may revoke this license at any time in the event You violate these Portal Terms.

3.4 You acknowledge and agree that the relationship between you and the Company under these Portal Terms is not a confidential, fiduciary, or other special relationship. The Company shall have the right, but not the obligation, to use your name, likeness, biography and other information about you in connection with any use of the Public Content you submit. Nothing in these Portal Terms shall prohibit or restrict The Company's right to create or obtain other submissions similar to or competitive with those submitted by you.

4. CHANGE AND NOTICES

4.1 The Company reserves the right to make changes to the Portal Terms. You agree to be bound to any amended or updated versions of the Portal Terms on and from the date they are made available to You via the Network and/or the Company Portal.

5. CONFIDENTIAL INFORMATION

5.1 Except for websites within the Portal which are clearly identified as non-public forums (each a "Non-Public Forum"), the Portal is intended



to be a public medium and You agree not to provide the Company or other users of the Portal with any confidential or proprietary information that You or the owner of the information do not intend to become public information. Any Public Content that You send or upload to Portal will be deemed NOT to be confidential or proprietary, and You expressly agree that You waive any trade secret or other confidentiality rights with respect to such Public Content.

5.2 You agree not to reproduce any Confidential Information to which you are provided access through the Portal in any form except as authorized at the time of disclosure. Any reproduction of the Company Confidential Information shall remain the property of [Insert Company Name] and shall contain any and all confidential or proprietary notices or legends which appear on the original. You agree to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (d) not to disclose any Confidential Information to any party without the prior written consent of the Company. You do not acquire any rights in Confidential Information except the limited rights as described herein. In no event shall You use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on the Network or Services, or compete with the Network or Services in whole or in part. As used herein, 'Confidential Information' shall mean all [Insert Company Name] technical product documentation, trade secrets and other information or Services which the Company or third parties protect against unrestricted disclosure to others which is either labelled Confidential, accessed through a restricted or non-public area of Portal, pursuant to software downloads, or reasonably identifiable as confidential based on the type of information and the manner of its disclosure, and 'reasonable steps' means those steps You and/or Your Company take to protect Your own similar confidential information, which shall not be less than a reasonable standard of care.



5.3 ALL UPLOADS BY YOU INTO THE COMPANY PLATFORM, WHETHER INTO A PUBLIC FORUM OR NON-PUBLIC FORUM, SHALL BE AT YOUR OWN RISK AND THE COMPANY TAKES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER OF THE COMPANY PLATFORM.

6. YOUR INFORMATION, PRIVACY, AND DATA PROTECTION

6.1 You understand and agree that the Company collects, uses, stores and otherwise processes Your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the Services, subject to the Company's Privacy Policy. Data to be processed includes Your name and email address.

6.2 You agree that the Company may access, preserve and disclose Your personal information and/or Public Content if required to do so by law or to: (i) comply with a legal process; (ii) respond to claims that any Public Content violates the rights of third parties or (iii) protect the rights, property or personal safety of the Company, other Portal users, and the public.

7. COPYRIGHT

7.1 All the Portal and product documentation is the copyrighted work of the Company. Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holders rights. You agree that You will not use Portal to infringe the Intellectual Property Rights of the Company or others in any way. You must not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of the Portal or related product documentation, third party software, or any Public Content accessed on the Portal.



7.2 As used herein, 'Intellectual Property Rights' means patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade secret or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

8. RESPONSIBILITY FOR LINKS AND CONTENT

8.1 [Insert Company Name] IS ONLY RESPONSIBLE OR LIABLE FOR THE CONTENT POSTED ON THE COMPANY PLATFORM TO THE EXTENT REQUIRED BY APPLICABLE LAW AND TO THE FULLEST EXTENT OF APPLICABLE LAW, YOUR USE OF PUBLIC CONTENT SHALL BE AT YOUR OWN RISK.

8.2 The Portal may contain links to external websites and information provided on such external websites by [Insert Company Name] partners and third-party service providers. [Insert Company Name] shall not be responsible for the contents of any linked website, or any changes or updates to such websites.

8.3 You further agree that the Company shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any content, goods or services available on or through any such linked website. Any Public Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the Public Content.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Subject to any licenses You grant to the Company pursuant to this Agreement, You shall retain ownership of all Intellectual Property Rights in and to the Public Content provided by You on the Portal to the extent You are the owner or holder of the 74469969.1\TB18 3



Intellectual Property Rights. Nothing in this Agreement shall prohibit You from selling or licensing Your Public Content to any other party under a separate agreement.

9.2 All Intellectual Proprietary Rights to any Company Content, the Portal, the Network and the Company Services shall belong to the Company. Nothing in these Portal Terms shall be deemed to give You the right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any the Network for any reason unless otherwise permitted by law or Additional Legal Terms. You hereby agree to assign and do assign to the Company any modifications or derivative works of any the Network made by You in contravention of this limitation.

10. PERMISSIBLE USE OF PORTAL

10.1 You agree not to access or utilize the Portal for purposes that are inconsistent with the Company's legitimate business interests. You are permitted to use the Company Content only in strict compliance with the terms of these Portal Terms to obtain information, so long as that information is not being gathered for a use in any manner which is or could be detrimental to Company (unless such use is otherwise protected by law), and/or to provide feedback or other constructive comments to the Company (both positive and negative).

11. TERMINATION AND ACCOUNTABILITY

11.1 In the event You are in material breach of the Controlling Terms, the Company may, at its sole discretion, suspend or terminate Your rights under these Portal Terms and refuse You any current or future use of Portal, including Company Content.

11.2 The Company shall not be liable to You or any third party for any termination or change to Portal and/or the Services. If You send or upload Public Content that is confidential or proprietary of a third party without that third party's permission, or, if You transmit or upload



Public Content that is intended to infect, corrupt or otherwise disrupt the operation of Portal or any other user's computer system, the Company may report You to the relevant authorities to ensure You are held accountable to the fullest extent of applicable laws.

11.3 You agree not to use Portal to:

11.3.1 Publish, upload, post, email, transmit or otherwise make available any Public Content that (a) You do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;

11.3.2 Defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity;

11.3.3 Impersonate any person or entity, including, but not limited to, a Company official, Company employee, or any other third party, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

11.3.4 Forge email headers or otherwise manipulate identifiers in order to disguise the origin of any Public Content transmitted through the Services;

11.3.5 Download any file or Public Content posted by another user that You know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;



11.3.6 Interfere with or disrupt the Services, servers, or networks which support the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

11.3.7 Violate any applicable local, state, national or international law and any regulations;

11.3.8 Harvest, collect, or store personal information or data of other users of the Portal.

11.4 The Company may terminate Your right to access the Portal under these Portal Terms for convenience in whole or in part at any time.

12. INDEMNITY

12.1 You agree to indemnify and hold the Company, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Your Public Content or Your usage of the Portal or Services, Your breach of these Portal Terms or the Company's Privacy Policy, or Your alleged violation of any other rights of a third party.

12.2 In no event may You enter into any settlement or like agreement with a third party that affects the Company's rights or binds the Company in any way, without the prior written consent of the Company.

13. EXCLUSION OF SOFTWARE WARRANTIES

13.1 The Portal, other users' Public Content, the Company Content and Services are being provided to You AS IS. To the fullest extent allowable by law, the Company does not guarantee or warrant any features or qualities of the Portal, other users' Public Content, Company Content or Services or give any undertaking with regard to any other quality. Statements and explanations to the Portal, other users' Public Content, Company Content or Services in promotional



material or on the Portal are made for explanatory purposes only; they are not meant to constitute any guarantee or warranty of certain features.

13.2 No warranty or undertaking shall be implied by a user from any published Company description of or advertisement except to the extent the Company has expressly confirmed such warranty or undertaking in writing. Warranties are validly given only with the express written confirmation of the Company's management.

13.3 [Insert Company Name] does not represent or endorse the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any (i) links to web-pages of third parties contained on the Portal, or the content obtainable on such web-pages or (ii) information provided by third parties on the Portal. The Company only reviews whether the content of such web-page at the time it was linked, and information provided by third parties on the Portal evidently contains illegal contents or infringements against intellectual property rights.

13.4 The Company will not permanently control and/or review the linked web-pages and the information provided by third parties but upon sufficiently proven indication will remove the respective link and/or information. The Company shall not be liable for damages caused by the use of the content and/or information, unless such damages have been caused by the Company's wilful misconduct, gross negligence or the Company's failure to fulfil its duty to review as stipulated herein.

14. LIMITATION OF LIABILITY

14.1 The Company will not be liable or responsible in any way for any Public Content posted on or linked from the Portal including, but not limited to, any errors or omissions in Public Content, or for any losses



or damage of any kind incurred as a result of the use of or reliance on any Public Content.

14.2 TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS ARE NOT LIABLE TO ANY USER OF THE COMPANY CLOUD PLATFORM SITE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE COMPANY PLATFORM, COMPANY NETWORK, COMPANY CONTENT OR SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES ARISING OUT OF YOUR USE OR INABILITY TO USE ANY COMPANY SOFTWARE, PUBLIC CONTENT, COMPANY CONTENT OR SERVICES PURCHASED OR OBTAINED DURING TRANSACTIONS CONDUCTED ON THE COMPANY PLATFORM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS, MESSAGES, OR CONDUCT OF ANY THIRD PARTY ON THE COMPANY PLATFORM; OR (V) ANY OTHER MATTER RELATING TO THE COMPANY PLATFORM OR SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THESE LIMITATIONS SHALL NOT APPLY IN CASE OF MALICIOUS INTENT OR GROSS NEGLIGENCE BY THE COMPANY AND IN CASE OF THE COMPANY'S STATUTORY LIABILITY FOR PERSONAL INJURY AND DEFECTIVE PRODUCTS.

15. NOTICES

15.1 You consent to receive notices by email and agree that any such notices that the Company sends You electronically will satisfy any legal



communication requirements. A party may change its email address by giving the other written notice of the same.

16. SURVIVAL

16.1 Your confidentiality obligations hereunder shall survive termination of Your use of the Portal. Upon any termination of Your use of the Portal, or the Company's written request, You must cease use of Confidential Information, and/or Services and return or destroy all Confidential Information in Your possession or control.

17. SEVERABILITY

17.1 If a court of competent jurisdiction finds any clause of the Portal Terms to be unenforceable for any reason, that clause of the Portal Terms shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Portal Terms shall continue in full force and effect.

18. WAIVER AND CONSTRUCTION

18.1 Failure by the Company to enforce any provision of the Portal Terms shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to the Portal Terms. Section headings are for convenience only and are not to be considered in construing or interpreting the Portal Terms.

19. DISPUTE RESOLUTION; GOVERNING LAW

19.1 Any litigation or other dispute resolution between You and the Company arising out of or relating to the Portal Terms, the Portal, or Your relationship with the Company will take place in the Court of Delaware, and You and the Company hereby consent to the personal jurisdiction of and exclusive venue in the courts within that jurisdiction with respect any such dispute resolution.



19.2 This Agreement will be governed by and construed in accordance with the laws of Delaware without giving effect to any principles of conflicts of laws.

19.3 You also agree to comply with all laws from the country in which You reside that are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.