

## **LODE TERMS OF USE AGREEMENT**

This LODE Terms of Use Agreement (the "Agreement") is between LODE Community, by its master agent and Service Provider, LODE (Switzerland) AG ("LSA") (including the Community for which LSA acts and affiliates or other persons for whom it may act on behalf of LODE Community) with LODE Community, the LSA principal place of business at Industriestrasse 28 9100 Herisau, Appenzell Ausserrhoden, Switzerland and LODE Community applicant (LODE Token Holders, AGX and AUX Users) who become Members thereof ("Member") by acceptance of this Agreement upon electronic confirmation, or by use of the Community Services, or by delivery of 99.99% pure silver and gold to LODE Community in exchange for LODE Tokens, AGX and AUX Coins. The effective date of this Agreement is the date of acceptance through one of the described events of acceptance.

### **ACCEPTANCE OF TERMS**

In this Agreement, "you" or "your" means the Member entering into this Agreement. Unless otherwise stated, "LSA," "we" or "our" will refer collectively to LODE Community, LODE (Switzerland) AG, and its subsidiaries and affiliates. If you do not agree to be bound by the terms and conditions of this Agreement, you must not use or access any of LODE Community Services. Any use of the Services means you consent to this Agreement. No partnership, joint venture, securities arrangement or issue, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

The following agreement outlines your obligations when using the LODE, AGX and AUX websites available at <https://www.lode.one> (the "Websites"). The Websites are collectively owned by the LODE Community and serviced by the Service Provider Alliance and are accessed by you under the terms of use described below ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE OR ANY CONTENT ON THE WEBSITE. BY ACCESSING THE WEBSITE OR ANY CONTENT ON THE WEBSITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS THE WEBSITE OR USE THE CONTENT OR ANY SERVICES IN THE WEBSITE. LSA ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THESE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY CONSENSUS, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

### **TRADEMARK NOTICE**

"The Future of Money", "LODE", "AGX", "AUX", "LODE Token", "Modern Money for a Global Community", "LODE Coin", "AGX Coin" and "AUX Coin" are trademarks and/or service marks of LODE (Switzerland) AG ("LSA") or its affiliates. Unless otherwise noted on this website (the "Site"), all other trademarks, service marks, and logos used in this Site are the trademarks, service marks, and/or logos of their respective owners.

### **LICENSE GRANT AND OWNERSHIP BY LSA**

License. Subject to the terms and conditions of this Agreement, and until termination of the Agreement, LODE and its affiliates grant you a non-exclusive, non-transferable, limited license to view or print the content in this Site (the "Content") without alterations, for personal, non-commercial use only. This limited license does not apply to any media or platform other than that of the current Site.

Ownership. All Content on the Sites is (and shall continue to be) owned exclusively by LODE and/or its affiliates and/or by third parties who have licensed or authorized the use of such Content by LODE and (collectively, the "Others"), and is protected under applicable copyrights, patents, trademarks, trade dress, and/or other proprietary rights, and the copying, redistribution, use or publication by you of any such Content or any part of the Site is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your use of the Site (the "Site Use").

### **RESTRICTIONS ON USE**

Prohibited acts. Concerning your Site Use or any Content, you agree not to knowingly:

Use any device, software or technique to interfere with or attempt to interfere with the proper working of the Site; publicly post or transmit to the Site any unlawful, fraudulent, harassing, libelous, or obscene information of any kind; post or send to the Site any information that contains a virus, bug, or other harmful items; publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the Content (other than as expressly permitted herein); post or transmit into or on the Site any information in violation of another party's copyright or intellectual property rights; take any action which imposes an unreasonable or disproportionately large load on LODE and Infrastructure; redeliver any of the Content using "framing", hyperlinks, or other technology without prior express written permission; or, use any device or technology to provide repeated automated attempts to access password-protected portions of the Site.

### **RIGHT TO REGULATE**

You acknowledge that LODE has the right, but no obligation, to monitor the Site and to disclose any information necessary to operate the Site, to protect LODE and its affiliates, and others and to comply with legal obligations or governmental requests. LODE reserves the right to refuse to post or to remove any Information on the Site, in whole or in part, for any reason.

### **COMPLIANCE WITH THE LAW**

You agree to comply with all applicable governmental laws, statutes, ordinances, and regulations (including unfair competition, anti-discrimination or false advertising) regarding your Site Use.

### **YOUR SITE USE ACTIVITIES**

Password-protected areas. If you are allowed access to password-protected areas of the Site, you agree to keep your password confidential and to send a Notice to LODE within 24 hours if your password is compromised. You acknowledge that LODE neither endorses nor is affiliated with any website linked to this Site (each a "Linked Site") and is not responsible for any information that appears on the Linked Site.

You acknowledge that the Internet is a network of computers worldwide, that any information submitted by you to LODE necessarily is routed via third party computers to LODE, and that LODE and/or AGX/AUX Communities are not responsible for lapses in online security and does not assume liability for improper use of your information by a third party.

### **SUBMISSIONS OF INFORMATION BY YOU**

Grant of license to LODE. If you submit information to the Site, you grant LODE and a non-exclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, and prepare derivative works of the submitted information. No information that you submit shall be deemed confidential. However, LODE agrees to use your information in accordance with

LODE and/or AGX and AUX Community's Privacy Policy applicable to personally identifiable user data. YOU RETAIN OWNERSHIP OF ANY USER-GENERATED CONTENT NAMELY WRITTEN MATERIAL, IMAGES, AUDIO AND VIDEO APPLICABLE TO ANY INFORMATION YOU SUBMIT TO LODE.

#### **UNAUTHORIZED USE OR ACCESS**

Unless otherwise expressly authorized in these Terms of Use or on the Website, you may not take any action to interfere with the Website or any other user's use of the Website or decompile, reverse engineer or disassemble any Content or other products or processes accessible through the Website, nor insert any code or product or manipulate the Content in any way that affects any user's experience. While using the Website, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. In addition, we expect users of the Website to respect the rights and dignity of others. Your use of the Website is conditioned on your compliance with the rules of conduct set forth in this section.

You may not (and you expressly agree that you will not) do any of the following, which violate these Terms of Use:

Post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available, through or in connection with the Website.

Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary rights without the express prior consent of the holder of such right.

Any material that would give rise to criminal or civil liability; that contains or promotes violence, drug use, illegal gambling or other criminal activity; that encourages conduct that constitutes a criminal offence; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking".

Any virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.

Any material, non-public information about any entity.

Use the Website for any fraudulent or unlawful purpose.

Use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about users of the Website.

Impersonate any person or entity, including without limitation any representative of LODE; falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that we endorse any statement you make.

Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks.

Restrict or inhibit any other person from using the Website (including without limitation by hacking or defacing any portion of the Website).

Use the Website to advertise or offer to sell or buy any goods or services for any business purpose, without LODE's express prior written consent.

Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website.

Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website.

Remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website.

Frame or mirror any part of the Website without LODE's express prior written consent.

Create a database by systematically downloading and storing Website Content.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Website Content or reproduce or circumvent the navigational structure or presentation of the Website.

Post information about another individual without that individual's express permission. Additionally, you acknowledge and agree that you (and not LODE) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Website, and paying all charges related thereto.

#### **APPLICABILITY AND CO-OPERATION**

LODE reserves the right to limit the provision of any product or service to any person, geographic area or jurisdiction as it so desires, or as required by law. LODE, in its sole discretion, may add, delete or change the Content at any time, without notice to you.

#### **EXPORT OF INFORMATION**

No content from this site may be downloaded in violation of any Cayman law. Nor may any content from this site be transmitted or exported outside of North America.

#### **LIMITED WARRANTY AND DISCLAIMER**

DISCLAIMER OF WARRANTY. LODE AND ALL CONTENT PROVIDERS MAKE NO REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT HEREON. THIS SITE, AND ACCESS TO ANY LINKED SITE, IS PROVIDED TO YOU BY ALL CONTENT PROVIDERS "AS IS" AND "AS AVAILABLE", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. YOU HEREBY DISCLAIM ALL WARRANTIES BY LSA RELATING TO YOUR

SITE USE. YOU ACKNOWLEDGE THAT YOUR ACCESS TO THE SITE WILL NOT BE FREE OF INTERRUPTIONS, THAT THE INFORMATION HEREIN MAY CONTAIN BUGS, ERRORS, TECHNICAL INACCURACIES, PROBLEMS OR OTHER LIMITATIONS, AND THAT THE SITE MAY BE UNAVAILABLE FROM TIME TO TIME. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR SITE USE AND SITE-RELATED SERVICES.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws), which do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

#### **CONTACTING LODE**

Should you desire to contact LODE, you may do so at: [info@lode.one](mailto:info@lode.one).

#### **MISCELLANEOUS**

Governing law, venue and interpretation. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement shall be governed and construed in accordance with the laws of Switzerland, without regard to its conflicts of laws principles. You hereby attorn to the competent jurisdiction located exclusively in Switzerland and all in accordance with Swiss laws and rules in respect of all disputes concerning this Agreement except for any injunctive relief sought by LODE.

#### **EQUITABLE RELIEF**

You acknowledge that any breach by you of the provisions of the Agreement will cause irreparable damage to LODE or others and that a remedy at law will be inadequate. Therefore, in addition to any and all other legal or equitable remedies, LODE and others will be entitled to injunctive relief for any breach of this Agreement.

#### **SEVERABILITY**

In the event a court or other tribunal of competent jurisdiction shall hold any of the provisions of this Agreement to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

#### **COMPLETE INTEGRATION**

This Agreement constitutes the entire agreement between you and LODE pertaining to the subject matter hereof. You agree to review this Agreement prior to any Site Use, and each Site Use by you shall constitute and be deemed your unconditional acceptance of this Agreement. LODE may prospectively modify this Agreement, by posting a revised version of the Agreement on the Site.

**TERMINATION**

Either Party, in its sole and absolute discretion, may terminate the Agreement at any time and for any reason (with or without cause), with or without notice. If the Agreement is terminated, you agree to cease all Site Use and, upon request by LODE, to return all Information in your possession relating to the Site, and all copies thereof.

**SURVIVAL OF CERTAIN PROVISION**

Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

**WAIVER**

No delay or omission to exercise any right or remedy accruing to LODE, AGX and/or AUX Communities, upon any breach or default by you shall constitute a waiver by LODE of any breach or default.

**HEADINGS**

All article or section headings, or exhibit names, are for reference and convenience only and shall not be considered in the interpretation of the Agreement.

**NO AGENCY**

You and LODE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

**CONFLICTS**

If this Agreement conflicts with a provision of any other contract between you and LODE relating to the Site, the provision in such other Agreement shall govern.

**TIME**

Time is of the essence of this Agreement.

**SERVICE LEVEL AGREEMENT FOR LODE, AGX AND AUX COMMUNITIES BY THE LODE COMMUNITY AND THE AFFILIATED SERVICE PROVIDERS SERVICE LEVEL AGREEMENT OVERVIEW**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between LODE (Switzerland) AG ("LSA", LODE COMMUNITY and LODE AFFILIATE SERVICE PROVIDERS with LODE, AGX and/or AUX COMMUNITIES for the provisioning of services as it relates to the restoration of silver to the monetary system. In this Agreement, "you" or "your" means the Member entering into this Agreement. Unless otherwise stated, "LSA," "we" or "our" will refer collectively to LODE Community, LODE (Switzerland) AG and its subsidiaries and affiliates. If you do not agree to be bound by the terms and conditions of this Agreement, you must not use or access any of LODE, AGX and/or AUX Community Services. Any use of the Services means you consent to this Agreement. No partnership, joint venture, securities arrangement or issue, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Community Members.

This Agreement outlines the parameters of all support services covered as they are mutually understood by LODE Members. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

### **GOALS & OBJECTIVES**

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to LODE Members by LODE and LODE Affiliate Service Providers.

The goal of this Agreement is to obtain a mutual agreement for community service provision between LODE and LODE Affiliate Service Providers and LODE Members.

The objectives of the SLA are to:

- (a) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- (b) Present a clear, concise and measurable description of service provided to LODE Members.
- (c) Match perceptions of expected service provision with actual service support and delivery.

### **PARTIES**

LODE and LODE Affiliate Service Providers along with LODE Members will be used as the basis of the Agreement and represent the primary Parties associated with SLA:

LODE, AGX and/or AUX Communities and LODE Affiliate Service Providers (“Provider”)

LODE Members (“Customer”)

### **PERIODIC REVIEW**

This SLA is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum of 1 (one) time per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

LODE Service Provider Steering Committee (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Business Relationship Managers: LODE and LODE Affiliate Service Providers

Review Period: January 2022

Previous Review Date: N/A

Next Scheduled Review Date: January 2023

### **SERVICE LEVEL AGREEMENT**

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### **SERVICE SCOPE**

The following Services are covered by this Agreement:

Maintenance of network connectivity, domain name servers, dynamic host configuration and protocol servers will be done on a weekly basis.

Guaranteed 99.9% uptime and limited outages can be expected to be restored within 2 hours.

Responsiveness – the punctuality of services to be performed in response to requests and scheduled service dates as listed in section 6.1.

Procedure for reporting problems are as follow:

Sending a message through Live Chat

Sending an email to [info@lode.one](mailto:info@lode.one)

Monitoring and reporting service level is the responsibility of LODE and/or Community Managers.

Consequences for not meeting service obligations will be dealt with on a case-by-case basis.

### **TEMPORARY SUSPENSION**

General Terms. LODE may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine that:

(a) your use of the LODE System (i) poses a security risk to LODE or any third party, (ii) could adversely impact the systems, LODE System or the systems or Content of any other Service Provider, (iii) could subject the community, its affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are, or any User is, in breach of this Agreement;

(c) you are in breach of your payment obligations; or

(d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees and charges you incur during the period of suspension; and



(b) you will not be entitled to any service credits under the SLA for any period of suspension.

#### **LODE MEMBERS REQUIREMENTS**

LODE Members responsibilities and/or requirements in support of this Agreement include:

(a) Reasonable availability of customer representative(s) when resolving a service-related incident or request.

#### **SERVICE PROVIDERS REQUIREMENTS**

Service Provider responsibilities and/or requirements in support of this Agreement include:

(a) Meeting response times associated with service-related incidents.

(b) Appropriate notification to LODE Members for all scheduled maintenance.

#### **SERVICE ASSUMPTIONS**

Assumptions related to in-scope services and/or components include:

(a) Changes to services will be communicated and documented to all LODE Community Members.

#### **SERVICE MANAGEMENT**

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

#### **SERVICE AVAILABILITY**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Email support: Monitored 2:00 P.M. to 8:00 A.M. Monday – Saturday GMT

Chat support: Monitored 2:00 P.M. to 8:00 A.M. Monday – Saturday GMT

#### **SERVICE REQUESTS**

In support of services outlined in this SLA, LODE will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

0-4 hours (during business hours) for issues classified as High priority.

Within 24 hours for issues classified as Medium priority.

Within 2 working days for issues classified as Low priority.

Remote assistance will be provided in line with the above timescales dependent on the priority of the support request.

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