

Terms of Service

These terms and conditions of use, together with any documents and additional terms they expressly incorporate by reference (collectively, these “Terms”), are entered into between Bricks Exchange LLC (the “Company”, “Bricks,” “we,” “us” and “our”) and you or the company or other legal entity you represent (“you” or “your”), and constitute a binding legal agreement. By accessing or using the website located at brx.exchange and all associated sites linked thereto by Bricks and its affiliates, which includes, for certainty, Bricks’ decentralized application layer on the Ethereum Blockchain (collectively, the “Site”), you are accepting and agreeing to these Terms on behalf of yourself and any other person that you represent in connection with use of the Site, and you represent and warrant that you have the right, authority, and capacity to enter into these terms on behalf of yourself and any other person that you represent in connection with use of the Site. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. You must be able to form a legally binding contract online either on behalf of a company or as an individual. Accordingly, by accepting these Terms, you represent that 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, you also represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed or sanctioned by the United States or where your use of the Site would be illegal or otherwise violate any applicable law, including but not limited to any locations specifically described in these Terms. **THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10) 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. PURPOSES OF THE SITE; RELATION OF SITE TO BRICKS SMART CONTRACTS

1.1. Interface to Bricks Smart Contracts. The Site provides a web interface enabling users to interact with, and read data relevant to, certain smart contracts (the “Bricks Smart Contracts”) deployed to the Ethereum blockchain and operating on the Ethereum Virtual Machine via the Ethereum blockchain network. The Site may accomplish such purposes directly or indirectly, including through the use of or dependency on third-party components such as Ethereum blockchain network nodes owned or operated by third parties and plugins or applications licensed from third parties by you or the Company. Use of the Site requires you to have your own Ethereum blockchain address and wallet or client software, and neither the Company nor any other agent of Bricks will accept custody of or any responsibility with respect to ETH or any other token or cryptocurrency. By accessing or using the Site, you agree that Bricks does not provide execution or clearing services of any kind and is not responsible for the execution or clearing of transactions automated through Bricks Smart Contracts.

1.2. Non-Exclusivity of Site; Independence of Bricks Smart Contracts. The Site is not the only available method of interacting with the Bricks Smart Contracts. The Bricks Smart Contracts exist independently of, are not hosted by, and do not depend for their continued operation or continued existence upon, the Site or any Bricks Team Member. You may also interact with the Bricks Smart Contracts through independent websites, Ethereum compatible wallet software and Ethereum blockchain network clients. The Bricks Smart Contracts are provided under a separate

license, and neither the Company nor any other actual or purported Bricks Team Member is making any representation, warranty, guarantee or assurance regarding the Bricks Smart Contracts or the functionality or the usefulness or fitness for any particular purpose thereof. By using the Site, you acknowledge and agree that: (a) the Company and the other Bricks Team Members are not responsible for the operation of the Bricks Smart Contracts, the Ethereum blockchain, the Ethereum blockchain network, the Ethereum Virtual Machine or any other third-party software or networks and have no power to control or reverse any errors or malfunctions with respect thereto; and (b) that all of the aforementioned technologies are subject to sudden changes in the consensus rules or other design or software properties involved in the Ethereum blockchain, Ethereum blockchain network or Ethereum Virtual Machine (including the creation of conflicting versions sometimes known as “forks”), which may materially adversely affect the Site and/or the Bricks Smart Contracts or the ability of the Site to interact with the Bricks Smart Contracts or facilitate any transaction in your ETH or other tokens or cryptocurrency. All use of or interaction with such technologies by means of the Site is being undertaken by you solely at your own risk, and you hereby assume, and agree that neither Bricks nor a Bricks Team Member will have responsibility or liability for, such risks. “Bricks Team Members” means the (i) Company, (ii) each person or entity involved in the research, development, design, marketing and/or deployment of the Site and/or the Bricks Smart Contracts, (iii) each subsidiary, parent company, sister company of and other person or entity sharing in or subject to the control or management of, by or with, any person or entity referred to in clause “(i)” or “(ii)”; and (iv) each successor, assign, delegate and heir of each person or entity referred to in clause “(i),” “(ii),” or “(iii)”.

1.3. Information on Site. The Site may also provide information regarding the Company, the Bricks Smart Contracts and other topics of potential interest to you and/or other users. All such information is being provided for general informational purposes only, without any representation, warranty, guarantee or assurance regarding its accuracy, completeness or usefulness, and is not intended to be relied upon.

2. REPRESENTATIONS AND WARRANTIES OF USER By accessing or making any use of the Site, you hereby certify, represent and warrant, to and for the benefit of the Company and the other Bricks Team Members, with the understanding that each such party is relying on these representations and warranties as a material inducement to entering into these Terms and permitting your access to and use of the Site, as follows:

2.1. You Have the Competence, Power and Authority to Contract. If you are an individual, you are at least 18 years of age and in any event are of an age at which you are permitted to use the Site under the Laws of your jurisdiction. If you are or are acting on behalf of a business entity, the entity is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized and has all requisite power and authority for a business entity of its type to carry on its business as now conducted and use the Site for its intended purposes. You have all requisite capacity, competence, power and authority to understand, acknowledge, agree to and comply with these Terms and to use the Site for its intended purposes. “Laws” means all laws, statutes, legal requirements, ordinances, rules, rulings, regulations, judgments, injunctions, orders and decrees enacted, promulgated or issued by any governmental person or entity, including any sanctions or export or import control program administered by a governmental person or entity.

2.2. Your Access/Use of Site Complies with Laws/Contracts. Your agreement to these Terms and your access to and use of the Site does not constitute and would not reasonably be expected

to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any applicable Law to which you are subject, or contract or agreement to which you are a party or by which you are bound.

2.3. You Are Not Subject to Sanctions, Etc. You are not, and are not owned, controlled by or acting on behalf of any other person or entity who is, identified on any list of prohibited parties under any Law, including, but not limited to, the lists of prohibited parties maintained by the United Nations Security Council, the U.S. government (including the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") and Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union (EU) or its member states, or the government of your home country. You are not, and are not owned or controlled by or acting on behalf of any other person or entity who is, located, ordinarily resident, organized, established, or domiciled in Burma, Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo, Cuba, Ira, Iran, Libya, Mali, Nicaragua, North Korea, Somalia, Sudan, Syria, the Crimea region (including Sevastopol), Yemen, Zimbabwe or any other country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. Any Ether or other tokens or cryptocurrency you send or receive or otherwise utilize in connection with the Site are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any applicable Law.

2.4. You Understand Blockchain and Other Relevant Technology. You are fully informed about and are knowledgeable, experienced and sophisticated in using and evaluating the Site, the Bricks Smart Contracts, the Ethereum blockchain, the Ethereum blockchain network, the Ethereum Virtual Machine and all other technologies related to or connected with the Site, and understand and are able to protect yourself against the risks associated with the foregoing. You have conducted your own thorough independent investigation and analysis of all such technologies and the matters contemplated by these Terms in determining to use the Site or the Bricks Smart Contracts, and you have not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of the Company. Without limiting the generality of the foregoing, you understand that: (a) blockchain technologies, cryptography and cryptocurrencies are always subject to changes or unforeseen weaknesses, attacks and bugs; (b) advances in cryptography cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, which could result in the theft, loss or freezing of your blockchain-based tokens or cryptocurrencies; and (c) blockchain-based tokens and cryptocurrencies and the costs of transacting on the blockchain are highly volatile due to many factors including but not limited to adoption, speculation, technology, security risks and network congestion. You are responsible for maintaining the security and confidentiality of your Ethereum address and all private keys, passwords and other related credentials.

2.5. You Understand Bricks' Relationship to You and the Site. Bricks is developer of the Site, however, it does not offer trade execution or clearing services and therefore has no oversight, involvement, or control with respect to your transactions through the Bricks Smart Contracts. All transactions between users of the Site are executed directly on the Ethereum blockchain between users' digital wallets. Bricks 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 Site. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as, advice. Bricks is not registered or licensed by the Commodity Futures Trading Commission, the U.S. Securities and Exchange

Commission or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Bricks Smart Contracts or the Site. Neither the Site nor the Bricks Smart Contracts constitute advice or a recommendation concerning any commodity, security or other asset. You acknowledge and agree that Bricks has no control over any Ethereum blockchain transactions (including any transactions submitted to the Bricks Smart Contracts), the calculation or method of payment of any Ethereum network fees, or any actual payments of Ethereum network fees and that you must ensure that you have a sufficient balance of Ether stored at your Ethereum address to complete any transaction on the Ethereum blockchain before initiating such Ethereum blockchain transaction. Bricks cannot assist you in recovering or otherwise accessing funds, the Bricks Smart Contracts or any other Ethereum blockchain transaction, and any Bricks Team Member that may offer any assistance to you does so solely in their individual capacity and not as an agent or with the approval of Bricks.

3. LICENSE TO ACCESS/USE THE SITE; PROPRIETARY RIGHTS

3.1. License. Subject to your full compliance with these Terms, including the restrictions set forth in this Section 3, we grant you a limited, non-exclusive, revocable, non-sublicensable, nonassignable, and non-transferable license to access, use and display locally the Site for the sole purpose of using the Site for your own personal, non-commercial use. Except for the license set forth in the immediately preceding sentence, you have no other rights in or to the Site, all of which are hereby reserved by the Company. You acknowledge that the Site may use, incorporate or link to certain open-source components, including the Bricks Smart Contracts (which are governed by the most recent version of the open source license commonly known as the “Apache License 2.0,” a copy of which (as it applies to the Site) can be found at: <https://github.com/Bricks-protocol/solo/blob/master/LICENSE> (as of the date these Terms were last updated)), and that your use of the Site is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “Open-Source Licenses”).

3.2. Certain Commercial Restrictions on License. You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site. You shall not access the Site in order to build a similar or competitive website, product, or service. Except as expressly stated herein, no part of the Site 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 Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

3.3. Cybersecurity Restrictions on License. You agree not to: (a) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send through the Site 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; (c) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (f) harass or interfere with any other user’s use and enjoyment of the Site; (g) use

software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site 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); or (h) if applicable, use any software or networking techniques, including use of a Virtual Private Network (VPN) to circumvent or attempt to circumvent any prohibition on the Site that Bricks has imposed on you the Services from.

3.4. Certain Legal Restrictions on License. You agree not to access or use the Site or the Bricks Smart Contracts in any manner or for any purpose which does or could reasonably be expected to (with or without notice, lapse of time, or both): (a) violate, or assist in violation of, any Law in any relevant country, including but not limited to export control Laws or OFAC, or which would involve proceeds of any activity that contravenes or violates any applicable Law; publish, distribute or disseminate any material or information that is (or the publication, distribution or dissemination of which) contravenes or violates applicable Law; (b) defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others; (c) defraud or provide any false, inaccurate, or misleading information to any person or entity; (d) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the Law; or (f) breach or cause any inaccuracy in any of your representations, warranties, acknowledgments, covenants or obligations under these Terms as of any date, including your representations and warranties set forth in Section 2.

3.5. Modifications or Suspension of Site. The Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that neither the Company nor any other Bricks Team Member will be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

3.6. No Support or Maintenance. You acknowledge and agree that neither the Company nor any other Bricks Team Member will have any obligation to provide you with any support or maintenance in connection with the Site, the Bricks Smart Contracts or any other software, network or technologies. Neither the Company nor any other Bricks Team Member guarantees or agrees to use any efforts to maintain the availability, accessibility or uptime of the Site, the Bricks Smart Contracts or any other software, network or technologies.

3.7. Ownership. You acknowledge and agree that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by the Company or other Bricks Team Members or third parties. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access and usage rights to the Site expressly set forth in these Terms. The Company, the other Bricks Team Members and all relevant third parties reserve all their respective rights not granted in these Terms. There are no implied licenses granted under these Terms.

3.8. Your Content. You hereby grant to Bricks a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify,

create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any content that is available to other users via the Site as a result of or through your use of the Site (collectively, “Your Content”), including, without limitation, for promoting Bricks (or its affiliates) and the Site. You represent and warrant that: (a) you own Your Content or have the right to grant the rights and licenses in these Terms; and (b) Your Content and our use of Your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party’s rights.

3.9. Copyright/Trademark Information. Copyright © Bricks All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Site 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.

3.10. Force Majeure. Neither the Company nor any other Bricks Team Member shall incur any liability or penalty for not performing any act or fulfilling any obligation hereunder by reason of any occurrence that is not within the Company’s control (including any provision of any present or future Law or any act of any governmental person or entity, any act of God or war or terrorism, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, the Ethereum blockchain network, the Ethereum blockchain, the Ethereum Virtual Machine, the Bricks Smart Contracts, or any aspect of any of the foregoing, including any consensus attack, or hack, or denial-of-service or other attack, hard fork or other potentially adverse event affecting any of the foregoing).

4. INDEMNIFICATION.4.1. Indemnification of Bricks. You agree to compensate, indemnify and hold the Company and each other Bricks Team Member harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms or (c) your violation of applicable Laws. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. THIRD-PARTY LINKS & ADS; OTHER USERS

5.1. Third-Party Links & Ads. The Site 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 the Company, and the Company is not responsible for any Third-Party Links & Ads. The Company 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.

5.2. Release. You hereby release and forever discharge the Company and the other Bricks Team Members 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 Site or the Bricks Smart

Contracts (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

6. CERTAIN DISCLAIMERS

6.1. THE SITE AND THE BRICKS SMART CONTRACTS ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND THE BRICKS TEAM MEMBERS 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 NONINFRINGEMENT. NEITHER THE COMPANY NOR ANY OTHER BRICKS TEAM MEMBER IS MAKING ANY REPRESENTATION, WARRANTY, GUARANTEE, ASSURANCE OR PROMISE THAT THE SITE OR THE BRICKS SMART CONTACTS 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 SITE OR THE BRICKS SMART CONTRACTS, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

6.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU AT ALL OR TO THE SAME EXTENT AS STATED. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU AT ALL OR TO THE SAME EXTENT AS STATED.

6.3. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OR ANY OTHER AGREEMENT CONTEMPLATED HEREIN OR APPLICABLE PROVISIONS OF LAW OR EQUITY OR OTHERWISE, YOU HEREBY WAIVE AND ELIMINATE ANY AND ALL FIDUCIARY DUTIES THE BRICKS TEAM MEMBERS MAY HAVE TO YOU OR PERSON ON BEHALF OF WHOM YOU ARE ACCESSING OR USING THE SITE, THE SITE OR ITS CONTENT AND EXCULPATE ALL SUCH PERSONS FROM ANY BREACH OF ANY SUCH FIDUCIARY DUTIES.

6.4. NOTHING IN THIS AGREEMENT AND NO ACTION TAKEN BY THE PARTIES OR THE BRICKS TEAM MEMBERS PURSUANT TO THIS AGREEMENT SHALL CONSTITUTE, OR BE DEEMED TO CONSTITUTE, A PARTNERSHIP, ASSOCIATION, JOINT VENTURE OR OTHER CO-OPERATIVE ENTITY BETWEEN, AMONG OR INVOLVING ANY OF THE PARTIES OR THE BRICKS TEAM MEMBERS. NOTHING IN THIS AGREEMENT AND NO ACTION TAKEN BY THE PARTIES OR THE BRICKS TEAM MEMBERS PURSUANT TO THIS AGREEMENT SHALL CONSTITUTE, OR BE DEEMED TO CONSTITUTE, ANY OF SUCH PERSONS THE AGENT OF ANY OF THE

OTHER SUCH PERSONS FOR ANY PURPOSE OR TO OWE ANY OF THE OTHER SUCH PERSONS ANY AGENCY, BAILMENT, TRUST OR OTHER IMPLIED DUTIES, INCLUDING ANY FIDUCIARY DUTY. NO PARTY OR BRICKS TEAM MEMBER HAS, PURSUANT TO THIS AGREEMENT, ANY AUTHORITY OR POWER TO BIND OR TO CONTRACT IN THE NAME OF ANY OF THE OTHER SUCH PERSONS.

7. LIMITATION ON LIABILITY

7.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY OR ANY OTHER BRICKS TEAM MEMBER 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 ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, EVEN IF A BRICKS TEAM MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE 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.

7.2. 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 NO BRICKS TEAM MEMBER OTHER THAN THE COMPANY WILL HAVE ANY LIABILITY OR OBLIGATION OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SITE.

7.3. 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.

8. TERM AND TERMINATION.8.1. Term; Survival of Terms. Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole and absolute discretion, including for any use of the Site in violation of these Terms. Neither the Company nor any other Bricks Team Member will have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the other provisions of these Terms will remain in effect.

9. GENERAL

9.1. Governing Law. These Terms shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the State of Delaware, without giving effect to its principles or rules of conflict of Laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the Laws of another jurisdiction.

9.2. Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site.

9.3. Rules of Construction. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. The

singular includes the plural, the masculine includes the feminine, and vice versa. The word “or” means the non-exclusive “or”.

9.4. Severability. 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.

9.5. Assignment/Delegation. These Terms, and your rights and obligations under these Terms, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The Company may freely assign, subcontract, delegate or otherwise transfer these Terms or any or all of its rights, duties and obligations under these Terms.

9.6. Successors and Assigns; No Third-Party Beneficiaries. These Terms shall inure to the benefit of the Company and you, and the Company’s and your respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons or entities and any person or entity who may otherwise succeed to any right, obligation or liability under these Terms by operation of Law or otherwise. Except as otherwise expressly provided in these Terms with respect to Bricks Team Members, there shall be no third-party beneficiaries to these Terms.

9.7. Amendments to Terms. These Terms are subject to occasional amendment at the sole and absolute discretion of the Company. Any amendment to these Terms will be effective immediately upon publication of the as-amended Terms on the Site. You shall be responsible for reviewing and becoming familiar with any such amendments. You waive any right you may have to receive specific notice of such amendments. Access or use of the Site by you after any amendment to the Terms constitutes your acceptance of the Terms as amended. If you do not agree to the Terms in effect when you access or use the Site, you must stop accessing and using the Site.

9.8. No Implied Waivers. No failure on the part of the Company or any other Bricks Team Member to exercise any power, right, privilege or remedy under these Terms, and no delay on the part of the Company or any other Bricks Team Member in exercising any power, right, privilege or remedy under these Terms, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. In no event shall the Company or any other Bricks Team Member be deemed to have waived any claim arising out of these Terms, or any power, right, privilege or remedy under these Terms, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the Company by an authorized representative of the Company, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.9. Electronic Communications. The communications between you and the Company use electronic means, whether you use the Site or send us emails, or whether the Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from the Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications

would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

9.10. Privacy Rights. Please refer to our privacy policy available at <https://brx.exchange/privacy/> for information about how we collect, use, share and otherwise process information about you.

10. DISPUTERESOLUTION; ARBITRATION PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS PART OF YOUR CONTRACT WITH THE COMPANY AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

10.1. 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 the Company or any other Bricks Team Member 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 the Company and each other Bricks Team Member, and to any of your 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. 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 the Company should be sent to the contact information set forth in these Terms. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company 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.

10.2. Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this Section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding nonappearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees)

and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

10.3. Additional Rules for Non-Appearance Based Arbitration. If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

10.4. Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

10.5. Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable Law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of competent jurisdiction would have. The award of the arbitrator is final and binding upon you and the Company.

10.6. 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 the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the dispute be resolved by a judge. **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.**

10.7. 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 applicable Law. This paragraph shall not prevent a party from submitting to a court of competent jurisdiction any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

10.8. Severability. If any part or parts of this Arbitration Agreement are found under applicable 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.

10.9. 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.

10.10. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with the Company.

10.11. Small Claims Court. Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

10.12. 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.

10.13. 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.

10.14. 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 Montgomery County, Pennsylvania for such purpose.