

INNOVO MARKETPLACE TERMS OF SERVICE

These terms of service are between you and Innovo Markets Inc. (“**Innovo**,” “**we**,” “**our**,” or “**us**”), and establish the terms that apply to you when you use the Service (as defined below).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, AGREEING TO AN ORDER (INCLUDING PAY AGREEING TO PAY THE SAME) OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, BY USING (OR MAKING ANY PAYMENT FOR) THE SERVICES, OR BY OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (1) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“**CUSTOMER**” OR “**YOU**”); AND (2) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. **Agreement.** This Terms of Service Agreement (the “**Agreement**” or these “**Terms**”) specifies the terms and conditions for access to and use of the Marketplace and Services, whether operated by us or a third party. This Agreement may be modified at any time by Innovo Markets Inc. (the “**Company**”) upon publication of the modified Agreement via the Marketplace. Any such modifications shall be effective immediately. You can view the most recent version of these Terms at any time at www.innovomarkets.com. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

2. **Privacy.** Your use of the Marketplace is also governed by our Privacy Policy. Please review our Privacy Policy at https://www.innovomarkets.com/privacy_policy.pdf, which is incorporated by reference into this Agreement.

3. **Service.**

A. **Marketplace.** We provide a Marketplace (“**Marketplace**”) for parties wanting to buy or sell (“**Users**”) unique non-fungible tokens (“**Token**”) linked with a specific renewable energy certificate (“**REC**”) and minted through our gateway to parties wanting to buy RECs (collectively, the “**Service(s)**”). The Company provides methods and information to allow Users who access the Marketplace to store and create these tokens in a decentralized and autonomous manner. To access certain Services or some resources offered on the Marketplace, the User may be asked to provide certain registration details or other information. The Services rely on the Company’s decentralized autonomous suite of smart contracts that enables the creation, use, transfer, exchange, and redemption of tokens that represent commercial activity for RECs. Other Services or resources offered on the Marketplace may require the User to utilize certain Web3 capabilities, such as a digital asset wallet capable of interacting with the User’s account (“**Account**”).

B. **Certain Disclaimers.**

(1) We are not a wallet provider, exchange, broker, financial institution, or creditor. We do not accept liability for any loss suffered by a User in connection with the User losing a link key or a private key.

(2) Users should always ensure their wallet passwords and seed phrases are secure and not shared with any other party. We provide a peer-to-peer service that helps parties discover and directly interact with each other. Your ownership of RECs remains contingent upon you remaining in control of your wallet. We have no ability to access or restore any seed phrases or private key(s) associated with your wallet and that we will not store any information in connection with your wallet beyond that required for the sale of RECs.

(3) We do not have custody or control over the RECs, and we do not execute or effectuate purchases, transfers, payments, or sales of RECs. To use our Service, Customer must use a third-party wallet which allows it to engage in transactions on blockchains. Additionally, Customer understands and agrees that we only make the Marketplace available. We are not party to any agreement entered into between Customer (either as a Buyer or Seller) and another User, and we have no control over the conduct of other Buyers, Sellers or any other User.

C. **Right to Access.** Subject to your compliance with these Terms, Innovo hereby grants

you a non-exclusive, revocable, non-transferable right to access and view the Marketplace for the purpose of listing, considering purchasing, or purchasing RECs. You agree not to copy materials on the Marketplace, reverse engineer, or break into the Marketplace, or use materials, products, or services in violation of any law. The use of the Marketplace is at the discretion of the Company and the Company may terminate your use of this Marketplace or the Services at any time. The Company may use third-party Service Providers to monitor and analyze the use of our Platform. For more information on the Privacy Policy of the Company, please review our Privacy Policy.

4. Accounts; Registration; Restrictions.

A. ***Innovo Users.*** To access most features of the Service, you must register for an account. You must complete the registration process by providing us with current, complete, and accurate information, as prompted by the applicable account onboarding form. Users of the Marketplace include, but are not limited to, the following categories: (i) Buyers and (ii) Sellers. Users may use the Marketplace for a variety of activities and therefore may fall into either or both categories from time to time. The classification of a User into one such category is not binding upon the Company.

B. ***Accuracy of Information.*** You represent any information you provide is current, complete, and accurate and acknowledge that if you provide any information to us that is not current, complete, and accurate, Innovo may terminate these Terms and your continued access and use of the Marketplace. You agree to update your information if it is no longer current, complete, and accurate.

C. ***Eligibility.*** You represent and warrant that: (1) you have not been previously suspended or removed from the Marketplace; and (2) your registration and your use of the Service is in compliance with all applicable laws. Innovo provides the Service from the United States and directs the Service to Users in the United States. If you are using the Service from outside the United States, the Service may not be appropriate or permitted under applicable law. It is your responsibility to use the Service in accordance with all applicable law in any jurisdiction that applies to you.

D. ***Intended Audience.*** This Marketplace is intended only for use by adults, as such age is determined by the appropriate legal authority in the jurisdiction in which a user operates the Marketplace (“**Adult**”). By accessing or using any part of the Marketplace or Services, you warrant and represent that you are Adult with the full authority, right, and capacity to enter into this Agreement and abide by all the terms and conditions of Terms. If you are not an Adult, you are prohibited from both the access and usage of the Marketplace and all Services offered by the Company. No individual under the applicable age of legal majority may submit personal information of any kind on the Marketplace.

E. *User Responsibilities.*

(1) ***Use of the Marketplace.*** Use of the Platform, except to the extent caused by a potential breach of this Agreement by Innovo, you agree that:

- (i) You are responsible for all activities that occur with respect to your use of the Service or Marketplace, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including any contractors, agents, or other End Users); and
- (ii) We and our affiliates are not responsible for unauthorized access to the Marketplace or your account, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated against you by third parties.

(2) ***Profile Holds.*** From time to time, the Company may place a hold (“**Hold**”) on your Account. Some of the reasons that we may place a Hold on your Account include but are not limited to the following: (i) is we have reason to believe that your actions have violated this Agreement, may harm our business, are deceptive, misleading, unlawful or have harmed a third party or interfere with a third party contractual right; (ii) at the request of our payment processors or due to delayed payment; and/or (iii) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If you have any questions about a Hold we may have placed on your Account, or need information about how to resolve the Hold, please contact us. Additionally, we may suspend your access to the Services while such Hold is in place.

(3) **Your Security and Backup.** You are solely responsible for properly configured and using the Marketplace and otherwise taking appropriate action to secure, protect, and backup your accounts and/or your Content in a manner that will provide appropriate security and protection, which might include use of encryption. If you are not able to be responsible for your own account security, or do not want such an obligation, then you should not use the Marketplace. Your obligations under this Agreement include ensuring any available software updates or upgrades to our Marketplace you are using are promptly installed or implemented, and recording and securely maintaining any passwords or secret recovery phrases that relate to your use of the Marketplace. You acknowledge that certain methods of securing your secret recovery phrase, such as storing it as a digital file on your personal devices or on a cloud storage provider, may increase the risk that your account or secret recovery phrase will be compromised. You further acknowledge that you will not share with us nor any other third party any password or secret recovery phrase that relates to your use of the Marketplace, and that we will not be held responsible if you do share any such password or phrase, whether you do so knowingly or unknowingly. For the avoidance of doubt, *we take no responsibility whatsoever for any theft of a secret recovery phrase that involved intrusion into a cloud provider's data repository.*

(4) **Log-In Credentials and API Authentication.** To the extent we provide you with log-in credentials and API authentication generated by the Marketplace, such log-in credentials and API authentication are for your use only and you will not sell, transfer, or sublicense them to any other entity or person, except that you may disclose your password or private key to your agents and subcontractors performing work on your behalf.

(5) As a User, you may use the Service solely for lawful purposes, and you may not (and you may not allow or assist any third party to):

- (i) use, copy, modify, create derivative works, install, transfer, or distribute the Service, except as specifically described in these Terms and any usage limitations communicated to you;
- (ii) rent, lease, or otherwise permit third parties to use the Service, or reformat, mirror, or frame any portion of the Service;
- (iii) circumvent or disable any security features of the Service, or probe, scan, or test the vulnerability of the System;
- (iv) gain unauthorized access to the Service, to other Users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
- (v) use the Service to distribute any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Service;
- (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- (vii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Service (except to the extent this restriction is prohibited by applicable law);
- (viii) use the Service to transmit (i) any content or information that is unlawful, fraudulent, threatening, harassing, abusive, hateful, libelous, defamatory, obscene or otherwise objectionable, (ii) any material, non-public information about individuals or companies without the authorization to do so, (iii) any trade secret of any third party, and/or (iv) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming or flooding;

- (ix) restrict, discourage, or inhibit any other User from using the Service;
- (x) disclose personal information about a third party or another User on the Service or obtained from the Service without the consent of such third party or User, or solicit, harvest, or collect information about other Innovo Users without their consent;
- (xi) violate any applicable federal, state, or local laws or regulations;
- (xii) use the Service in violation of Innovo's or any third party's intellectual property or other rights;
- (xiii) express or imply that any statements you make are endorsed by Innovo, without our prior written consent in each instance; or
- (xiv) use or access the Service to build a competing service.

F. Buyer Responsibilities.

(1) Prior to making an offer to buy a REC through Innovo, it is Buyer's responsibility to check the purchase details, including the selected REC and purchase price thereof, before making a purchase through the Marketplace. Buyer assumes all risk associated with a REC purchased through the Marketplace and should satisfy themselves prior to purchase that the REC offered carries the necessary rights.

G. Seller Responsibilities.

(1) As a Seller, by using the Company's Services and Marketplace, you represent and warrant that (i) your actions and all aspects of your RECs comply with the Terms of Service, Terms of Service, Privacy Policy, and any other published policy of the Company; (ii) you are the owner (or authorized representative of the owner) of each REC and have the legal right to sell the REC and to post all of the REC descriptions and other content related to the REC; (iii) you are in compliance with all laws or regulations regarding the REC; (iv) you are authorized to use the Services and submit your REC to the Company; and (v) your REC is authentic and is not a forgery, doctored, or otherwise altered, and you have disclosed all defects of such REC. You must accurately describe the REC and any information submitted with a REC must accurately, truthfully, and completely describe the REC. The Company may at any time, for any reason and at its sole discretion remove a REC listing from the Marketplace.

(2) **Pricing.** When a Seller is listing a REC, Seller determines the price at their sole discretion. We do not make any representations as to the value of the RECs listed and have no control over the prices set by the Sellers.

5. Processing Procedure.

A. **Submission.** To submit a REC to the Marketplace, Seller must first upload a digital copy of the analog REC, with details about the REC, including but not limited to (i) Name; (ii) Energy Type; (iii) State; (iv) Country; (v) Vintage; (vi) Expiration Date; (vii) Registry; (viii) Certificate Quantity; (ix) Amount; and (x) whether the REC is Green-e Verified. The Company reserves the right to reject any REC in its sole discretion, for any reason whatsoever. Upon the Company's approval of the Seller's request, the Company will mint and generate a non-fungible token that corresponds with and represents the unique REC, pursuant to the procedure in Section 5 of this Agreement.

B. **Counterfeits.** The Company takes counterfeiting and fraud seriously. If any User provides a counterfeit or fraudulent REC or attempts to defraud the Company or any other User, the Company reserves the right to do any or all of the following, in its sole discretion: (i) remove or suspend User from the Services; (ii) remove the REC listing from the Marketplace; (iii) place limits on User's use of the Services; or (iv) provide the counterfeit document to law enforcement. User hereby agrees that each of the foregoing remedies are reasonable and justified upon the Company's discovery of counterfeit or fraudulent RECs, even if those RECs or actions were not known by the User at the time to be counterfeit or fraudulent at issue. User understands and agrees that if the Company provides the counterfeit REC to law enforcement, User communications and any property claim with respect to that REC will be solely with that law enforcement agency and not with the Company, and that User's personal information shall

be shared with law enforcement.

C. **Token Issuance Event.** Once Seller has submitted all relevant and required information pertaining to the REC to the Company, an REC token will be minted as an ERC-115 dNFT and issued by the Company in its sole discretion (the “**Token Issuance Event**”). Seller must verify the accuracy of Seller’s digital asset wallet prior to providing it to the Company. Seller’s digital asset wallet shall be subject to the Terms of Service and the Company shall not be liable for any issues with Seller’s digital asset wallet. Seller shall be solely liable and responsible for Seller’s digital asset wallet. The Company shall not be responsible for any connection issues, incompatible wallets, technical difficulties, or any other errors related to any crypto-asset wallet and Seller understands that failure to verify Seller’s digital asset wallet may result in an improper Token Issuance Event that may not be reversed or resolved. Any such failure is not the fault of the Company. Once a Token Issuance Event has been initiated and a REC has been created for Seller, Seller shall be solely liable and responsible for such REC and the Company shall have no liability to Seller regarding such REC. The Company may not assist Seller with any issues related to the REC after the REC has been properly issued to Seller. Issues include, but are not limited to, loss, error, transfer, or theft.

D. **Authentication Services.** The Company may offer authentication services for the REC, but is under no obligation to do so. In the event that the Company offers authentication services, the Company will use commercially reasonable efforts to confirm the REC is authentic, including but not limited to cross-referencing REC Registries to insure accurate data. The Company has no responsibility for RECs that Users trade via the Marketplace. The Company does not investigate and cannot guarantee or warrant the authenticity, originality, legality, or value of the RECs that Users trade on the Service.

E. **Metadata.** The REC and the REC referenced and embodied therein specifies the properties of the REC and the content embodied therein, including the name and description of the REC token and the content embodied therein and potentially other “metadata” associated with the REC Token (the “**Metadata**”). The Metadata for RECs that are created through the Marketplace and Services may be stored through a third-party distributed cloud service or a third-party storage chain.

F. **Purchase.** Upon confirmation of a REC purchase, the REC token will automatically be transferred to Buyer’s wallet via a self-executing Smart Contract and the applicable costs and fees will be automatically deducted from Buyer’s wallet and automatically credited to Seller’s wallet.

G. **Right to Reverse.** Company has the right, within its sole discretion, to reverse or void a transaction in the following circumstances:

(1) **User Error.** When the User made an error during the processing of the transaction, User shall submit a request, in writing, no later than two (2) business days after the transaction was processed to the Company to reverse the transaction. The Company shall review the request and either accept or reject the request to reverse the transaction. Such transaction reversal shall be done internally and will be processed within seven (7) business days after receiving User Request;

(2) **Fraudulent Transaction.** When the Company has determined that a transaction was fraudulent in nature, the Company shall reverse the transaction and, in their sole discretion, suspend or terminate the User Account responsible for the fraudulent transaction;

(3) **Transactions in Violation of Terms.** The Company may reverse any and all transactions that they have determined were made in violation of these Terms of Service; and

(4) **At the Discretion of the Company.** The Company reserves the right to reverse any transaction, for any reason, within their sole discretion, that the Company deems necessary under the Terms of this Agreement.

(5) **Method of Reversal.** If and when the Company has determined that a transaction shall be reversed, the Company will exercise its right to execute a transaction on their internal database that will have the cumulative effect of setting off the exact amount from the accounts participating in the transaction and reversing the transfer of the REC from the Buyer’s wallet to return it to the Seller’s wallet. Should either Party have insufficient balance to cover the shortfall against the transaction, that User’s account will be suspended until such time that the balance shortfall is resolved and the transaction reversal can be effectuated. In the event that the transaction reversal was effectuated

as a result of User Error, Fraudulent Transaction, or any Transaction deemed to be in violation of these Terms, the Company shall collect any fees or costs associated with such reversal from the User to be found in violation.

6. Payment.

(1) **Payment.** We charge you to buy and sell RECs through our Marketplace or Services. We reserve the right to modify or waive fees required to use certain parts of the Marketplace. All prices are in USDC digital currency (USDC) unless otherwise indicated. You agree to pay all fees or charges to your account in accordance with the billing terms in effect at the time a fee or charge is due and payable. The Company reserves the right at any time to change its prices and billing methods by posting such information on our Marketplace. Except as otherwise set forth herein or agreed to by the Company, all Fees are non-refundable. Fees may be updated from time to time, including by temporary promotion, and may vary by the merchant or vendor assessing such Fees on the Company's behalf. The Company reserves the right to refuse or cancel your transactions if fraud or unauthorized or illegal transactions are suspected. The Company has no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the Marketplace.

(2) **Taxes.** The Company is not responsible for any tax treatment related to REC tokens, including but not limited to, any gain, loss, or income generation experienced while using the Services or Marketplace. You are solely responsible for payment of all applicable sales, use, and other taxes and government charges, whether federal, state, or foreign, for the sale or purchase of any items. The Company shall not be responsible for any tax withholdings on your behalf.

7. Ownership.

A. **Content.** All content included on the Service or Marketplace is and shall continue to be the property of Innovo Markets Inc., or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, reuse, redistribution, modification, download, report, use or publication by you of any such content or any part of the Service or Marketplace is prohibited, except as expressly permitted in this Agreement.

(1) Our Service allows you to post, link, store, share and otherwise make available certain information, text or other material ("**Content**"). You are responsible for Content that you post on or through the Marketplace, including its legality, reliability, and appropriateness.

(2) By posting Content on or through our Marketplace, you represent and warrant that:

(i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms; and

(ii) That the posting of your Content on or through the Marketplace does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

(3) Any content contributed to the Marketplace by you (e.g. in connection with a contest, solicitation, or social media activity) shall belong to the Company. If such a transfer of ownership is not possible, the Company shall automatically receive an irrevocable, perpetual, royalty-free license to use such content on the Marketplace and related marketing materials. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Marketplace. The Company has the right but not the obligation to monitor and edit all Content provided by users. The Company reserves the right to terminate the account of anyone found to be infringing on the copyright or other intellectual property rights of the Company.

B. **Innovo IP.** The Service, including any content, modifications, and updates, and all intellectual property rights therein (collectively, "**Innovo IP**"), is owned by Innovo and its licensors. No ownership rights in the Innovo IP are transferred to you by these Terms. You do not have any rights in or

to the Innovo IP except for the limited express rights granted in these Terms.

C. **Trademarks.** You acknowledge that Innovo has acquired, and is the owner of, common law or registered trademark rights in the name and word mark "Innovo" and in the other marks and design marks displayed on the Service. You acknowledge that these names and marks are famous and internationally known. You will not challenge the validity of, or Innovo's ownership of, the foregoing names or marks, and you waive any rights you may have to do so. You may not use our names or marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. All use of the foregoing names and marks by you will inure exclusively to Innovo's benefit.

D. **Error Reporting and Feedback.** You may provide us either directly at www.innovomarkets.com or via third party sites with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Marketplace ("**Feedback**"). You acknowledge and agree that (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) the Company may have development ideas similar to the Feedback; (iii) the Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) the Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant the Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) the Feedback in any manner and for any purpose.

E. **Claims of Copyright Infringement.** Pursuant to The Digital Millennium Copyright Act of 1998 (the "**DMCA**"), if you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (2) A description of the copyrighted work that you claim has been infringed;
- (3) A description of where the material that you claim is infringing is located on the Marketplace;
- (4) Your address, telephone number, and e-mail address;
- (5) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement by you, made under penalty or perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of Claims of copyright infringement on the Marketplace may be reached by email at legal@innovomarkets.com. You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad faith claims on the infringement of any Content found on and/or through the Platform on your copyright.

8. **Confidentiality.** In the course of providing the Service, Innovo may disclose or make available to you information about its business. You acknowledge that all knowledge, information, and data provided by Innovo to you with respect to the business, operations, and marketing of Innovo's products and services that is not generally known or publicly available, whether or not designated as "confidential," is Innovo's confidential information and you will not use or disclose such confidential information to any third party without Innovo's prior written consent.

9. **No Modifications, Reverse Engineering, Artificial Intelligence/Machine Learning.**

A. Except as expressly permitted in these Terms of Service, you may not (and may not allow third parties or assist third parties) to:

- (1) Modify, port, adapt, or translate any portion of the Services or Software;
- (2) Reverse engineer, including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system, decompile, disassemble, or otherwise attempt to discover, within any Service or Software, the source code, data representations or underlying algorithms, processes, methods, and any other portion of such Service or Software; or
- (3) Use, or allowing a third party to use, the Services or Software, including but not limited to any architectures, models or weights, or any other such confidential and/or proprietary information, or any content, data, output, or other information received or derived from the Services or Software, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithm or artificial intelligence system that mimics or performs any function substantially similar to any function contained within the Services or Software.

10. Data.

A. Usage Data. Innovo may collect and analyze data relating to your use of the Service that is aggregated and/or deidentified in such a way that it is not associated with you (“**Usage Data**”) and other information relating to the provision, use, and performance of various aspects of the Service and related systems and technologies (including information provided by third-party analytical tools). Innovo may analyze, process, collect, and use Usage Data for any purpose, including for improving the Service and developing new products, services, features, and functionality. Any and all usage data shall be governed by and adhere to our Privacy Policy.

11. Term and Termination.

A. Term. The term of these Terms will commence on the date on which you first access or use the Service and will continue as long as you continue until terminated.

B. Termination. If you breach (or if Innovo suspects you have breached) these Terms, Innovo may, in its sole discretion, terminate these Terms and your User account and/or limit, suspend, or terminate your access to the Service, with or without notice.

C. Effect of Termination. Upon termination of these Terms, you remain obligated to pay any outstanding fees relating to your use of the Service that were incurred prior to termination. Either party's termination of these Terms is without prejudice to any other remedies it may have at law or in equity, and does not relieve either party of liability for breaches occurring prior to the effective date of termination.

12. Representations and Warranties; Disclaimer.

A. User Content. You represent and warrant that: (1) you are the creator and owner of any User Content you provide or otherwise have sufficient rights and authority to grant the rights granted to Innovo in these Terms; (2) Innovo's use of your User Content in accordance with these Terms will not infringe, violate, or misappropriate any third-party right, including any intellectual property right, proprietary right, or privacy right; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your User Content does not contain any confidential information of any third party.

B. Disclaimers related to Blockchain Technology. To the maximum extent permitted by law, and notwithstanding anything otherwise expressly provided herein, the Company disclaims any and all liability related to the following:

(1) **Use of Blockchain Technology.** The Company utilizes experimental cryptographic and blockchain technologies, including tokens, “smart contracts,” consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems in providing the Service. You acknowledge and agree that such technologies are novel, experimental, and speculative. And that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto. To the maximum extent permitted by applicable law, the Company disclaims any and all liability related to the foregoing.

(2) *Certain Risks of Blockchain Technology.* You are solely responsible for the safekeeping of the private key associated with and used to participate in the Services. The Company will not be able to restore or issue any refunds due to lost private keys. If you are not able to use the Service due to loss or theft of a private key or otherwise, the Company does not guarantee and is not responsible for your ability to exercise their rights with respect to such RECs or any other applicable digital assets.

(3) *Certain Risks of Cryptography.* Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to Innovo Blockchains, the Service, the RECs, and other digital assets, including the theft, loss or inaccessibility thereof.

(4) *Regulatory Uncertainty.* Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and the Service, RECs, and other digital assets could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit your ability to continue the use and enjoyment of such assets and technologies.

(5) *Viruses, Hacking, Phishing, Etc.* The Service, the Company or the RECs may be the target of third-party attacks, including but not limited to phishing, brute forcing, inactive listing exploits or the use of viruses ("**Third-Party Attacks**"). The Company will not be responsible or liable, directly, or indirectly, for any actual or alleged loss or damage sustained by you in connection with Third-Party Attacks.

C. **DISCLAIMER.** THE SERVICE AND MARKETPLACE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INNOVO DOES NOT WARRANT THAT THE SERVICE, MARKETPLACE, OR THIRD-PARTY SERVICES WILL SATISFY YOUR REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SERVICE, OR THIRD-PARTY SERVICES WILL BE UNINTERRUPTED

13. Indemnification.

A. **Defense.** At Innovo's option and request, you will defend Innovo, its affiliates, and their respective directors, officers, employees, agents, and contractors (the "**Innovo Parties**") from any actual or threatened third-party claim, proceeding, or suit arising out of or based on: (1) your breach of any representation, warranty, or covenant in these Terms; (2) your violation of applicable law or any third-party intellectual property, proprietary, or privacy right; (3) any dispute between you and any other User or any third party; or (4) your use of the Service in a manner not authorized under these Terms (each, a "**Claim**"). If Innovo requests you to defend a Innovo Party from any Claim, Innovo will: (a) give you prompt written notice of the Claim; (b) grant you full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as you may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. Notwithstanding the previous sentence, you may not enter into any settlement that involves an admission of guilt or liability of a Innovo Party without Innovo's prior written consent. Innovo may participate in the defense of a Claim at its own expense and with counsel of its own choosing.

B. **Indemnification.** You will indemnify the Innovo Parties from and pay: (1) all damages, costs, and attorneys' fees finally awarded against a Innovo Party in any Claim; (2) all out-of-pocket costs (including attorneys' fees) reasonably incurred by a Innovo Party in connection with the defense of a Claim; and (3) all amounts that you agree to pay to any third party to settle any Claim.

14. Limitation of Liability.

A. **EXCLUSION OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER INNOVO NOR ANY INNOVO PARTY WILL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF INNOVO IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. INNOVO SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF YOUR RECEIPT OR PROVISION OF RECS AND SERVICES, OR ANY THIRD-PARTY SERVICES.

B. **DAMAGES CAP.** INNOVO'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICE (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (1) THE AMOUNT OF TRANSACTION FEES RECEIVED FROM YOU DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION); OR (2) \$1,000.

15. **Release.** If you have a dispute with one or more Users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from all claims, demands, and damages (actual and consequential) of every kind, known and unknown, arising out of or in any way connected with such disputes. **You expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

16. **Cooperation with Authorities.** Innovo may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Innovo may disclose any information as Innovo deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Innovo's sole discretion.

17. **Miscellaneous.**

A. **Subcontractors.** Innovo may use subcontractors or other third parties to perform its obligations under these Terms, but Innovo will remain responsible for all such obligations.

B. **Governing Law.** These Terms and any claims arising out of or relating hereto or thereto will be governed by the substantive laws of the State of Delaware, without deference to its conflicts of law provisions. The parties submit to the jurisdiction of those courts. In any proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

C. **Further Assurances.** You agree to execute and deliver any documents or instruments, and take any further actions that are reasonably required, to provide the other party the full benefits and rights described in these Terms.

D. **Assignment.** You may not assign these Terms or delegate your performance without Innovo's prior written consent, and any attempt to do so is void. Innovo may assign or transfer these Terms without your consent. These Terms are binding upon and inure to the benefit of the parties' permitted successors and assigns.

E. **Severability.** If any provision of these Terms or portion of a provision is invalid, illegal, or unenforceable, the rest of these Terms will remain in effect.

F. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

G. **Notices.** All notices under these Terms must be in writing, and will be considered given: (1) upon delivery, if delivered personally or by internationally recognized courier service; (2) three business days after being sent, if delivered by U.S. registered or certified mail (return receipt requested); or (3) upon acknowledgement of receipt, if delivered by email. Either party may update its notice address by notice to the other party in accordance with this Section.

H. **Force Majeure.** Innovo will not be liable for any delay or failure to perform under these Terms as a result of any cause or condition beyond Innovo's reasonable control (a "**Force Majeure Event**"), so long as Innovo uses reasonable efforts to avoid or remove those causes of delay or non-performance. If a Force Majeure Event causes Innovo to delay or fail to perform its obligations under these Terms for 30 consecutive days, either party may terminate these Terms.

I. **Interpretation.** Any heading, caption, or section title contained in these Terms is for convenience only, and does not define or explain any provision. Any use of the term "including" or variations thereof should be construed as if followed by the phrase "without limitation."

J. **Relationship to the Parties.** Nothing contained in this Agreement or your use of the Services or Marketplace shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended that all parties shall remain independent contractors responsible for its own actions.

K. **Entire Agreement.** These Terms of Service constitute the entire agreement between you and Innovo Markets Inc. and govern the terms and conditions of your use of the Marketplace and any and all Services, and supersede all prior and contemporaneous communications and proposals, whether electronic, oral, or written, between you and Innovo Markets Inc. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including, but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Marketplace or Services. The Company may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Marketplace thereafter. Accordingly, you should visit the Marketplace and review the Terms of Service periodically to determine if any changes have been made. Your continued use of the Marketplace after any changes have been made to the Terms of Service signifies and confirms your acceptance of any such changes or amendments to the Terms of Service.

L. **Contact Information.**

- (1) Innovo Markets Inc.
- (2) legal@innovomarkets.com