#### **Terms of Use Agreement**

#### Last Updated Date: 12/4/2023

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS OF USE" OR "AGREEMENT") CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF LANTERN FINANCE ("LANTERN"), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE "WEBSITE") AND THE INFORMATION ON THE WEBSITE ARE OWNED AND CONTROLLED BY LANTERN. THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND APPLY TO ALL INTERNET USERS VISITING THE WEBSITE OR ACCESSING OR USING THE WEBSITE IN ANY WAY, INCLUDING USING ANY OF THE SERVICES, TECHNOLOGY, PLATFORM AND RESOURCES AVAILABLE THROUGH OR ENABLED VIA THE WEBSITE (EACH INCLUDING THE WEBSITE A "SERVICE" AND COLLECTIVELY, THE "SERVICES"). BY USING THE SERVICES, COMPLETING THE REGISTRATION PROCESS, STAKING ASSETS THROUGH THE SERVICES, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH LANTERN, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY (WHETHER OR NOT SUCH ENTITY IS FORMALLY INCORPORATED) YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.

LANTERN IS NOT AN EXCHANGE, TRUST COMPANY, LICENSED BROKER, DEALER, BROKER-DEALER, INVESTMENT ADVISOR, INVESTMENT MANAGER, OR ADVISER. NEITHER LANTERN NOR OUR SERVICES GIVE, OFFER, OR RENDER INVESTMENT, TAX, OR LEGAL ADVICE. LANTERN PROVIDES SOFTWARE THAT ALLOWS YOU TO DEPLOY AND STAKE DIGITAL ASSETS TO POTENTIALLY RECEIVE STAKING REWARDS FROM THIRD-PARTY SERVICES (DEFINED BELOW) UNAFFILIATED WITH LANTERN. BEFORE MAKING FINANCIAL OR INVESTMENT DECISIONS, WE RECOMMEND THAT YOU CONTACT AN INVESTMENT ADVISOR, OR TAX OR LEGAL PROFESSIONAL.

PLEASE BE AWARE THAT SECTION 16 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE

# UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

# PLEASE BE AWARE THAT SECTION 3.4 (LANTERN COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL AND PUSH NOTIFICATION.

Your use of, and participation in, certain Services may be subject to additional terms (**"Supplemental Terms"**) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the **"Agreement."** 

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY LANTERN IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Lantern will make a new copy of the Terms of Use Agreement available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of the Terms of Use Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 4.1 (Registering Your Account) below) we may notify you by email or by notification through the Services. Any changes to the Agreement will be effective immediately for new users of the Website and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Registered Users (defined below), provided that any material changes shall be effective for Registered Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of notice of such changes to Registered Users (defined in Section 4.1 (Registering Your Account) below). Lantern may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes vour acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

**1. DESCRIPTION OF THE SERVICES.** The Services include the Platform and Services enabled thereby, as further defined and described below. There are important risks and limitations associated with the use of the Services as described below and elsewhere in these Terms of Use. Please read them carefully.

1.1 The Platform. Lantern's Services include access to its "Platform," which is a proprietary online platform that allows Registered Users to transfer certain supported cryptocurrencies from third-party digital wallets or other accounts (each, a "Third-Party Account") to a digital wallet custodied by Lantern or its suppliers (a "Lantern Wallet"). Registered Users can use the Platform to (i) visualize any cryptocurrency assets ("User Assets") that are associated with such Lantern Wallet, and (ii) stake User Assets through third-party distributed ledgers compatible with the Services (each, a "Supported Blockchain") in accordance with the technological and contractual parameters of such Supported Blockchain (the applicable "Blockchain Rules") using the Lantern Staking Service (defined below). These visualizations may include graphs, projections, and other information about your User Assets (collectively, "User Assets and any Staking Rewards earned in connection therewith are all considered User Asset Information.

**1.2 Lantern Staking Service**. Lantern's proprietary software and associated services (the "**Lantern Staking Service**" or "**Staking Service**") allow Registered Users to deploy digital currency assets across Supported Blockchains and to receive digital currency asset rewards from those Supported

Blockchains (such rewards, "**Staking Rewards**") in accordance with the applicable Blockchain Rules. For the avoidance of doubt, Lantern does not own or control any Supported Blockchain. All use of the Lantern Staking Service is at your own risk.

1.3 Lantern Wallets. The Lantern Wallet is a unique digital wallet address to which you can transfer User Assets for use in connection with the Lantern Staking Service. Once you transfer User Assets into your Lantern Wallet, those User Assets are transferred to and held by one or more of our third-party custodial partners (each and collectively, "Third-Party Custodian") in one or more omnibus cryptocurrency wallets. You acknowledge and agree that Lantern shall act as your agent with respect to any User Assets held, staked, or otherwise transacted by you through the Services. Any balance of User Assets displayed in your Lantern Wallet as User Asset Information represents the amount of such User Assets that you then-currently own.

**1.4** Your User Assets. When you use the Lantern Staking Service to deploy User Assets, you represent and warrant that (a) you own or have the authority to connect to the Third-Party Account; (b) you own or have the authority to deploy such User Assets; (c) all User Assets you deploy or otherwise make available in connection with the Services have been earned, received, or otherwise acquired by you in compliance with all applicable laws; and (d) no User Assets that you deploy or otherwise make available in connection with the Services have been "tumbled" or otherwise undergone any process designed to hide, mask, or obscure the origin or ownership of such User Assets.

**1.5 Compatibility Risk**. The Services may not be compatible with all forms of cryptocurrency, and certain of your User Assets may not be compatible with the Services. Whether or not a User Asset is then-currently compatible with the Services may change at any time, in Lantern's sole discretion, with or without notice to you.

**1.6 Staking and Unstaking User Assets.** When you stake User Assets using the Lantern Staking Service, such User Assets may be batched with the digital assets of other Registered Users prior to being staked. When such User Assets are batched and staked, and/or when you unstake and withdraw any User Assets that have been staked, there may be a delay between the initiation of the applicable transaction by you and the completion of such transaction. While Lantern endeavors to honor all staking and withdrawal requests as promptly as is reasonably possible, the exact timing and allocation of any such batching and of the deployment and withdrawal of your User Assets shall be determined in accordance with the Blockchain Rules and Lantern's then-current policies and procedures. You acknowledge and agree that Lantern shall have no liability to you or any third party with respect to any losses arising from the timing of any deployment or withdrawal of User Assets, including without limitation any delay in staking or unstaking such User Assets.

**1.7 Staking Rewards.** Any Staking Rewards that you receive in connection with your use of the Lantern Staking Service to deploy your User Assets to a Supported Blockchain is provided by the applicable Supported Blockchain, and not Lantern. Any Staking Rewards you receive or do not receive is at the sole discretion of such Supported Blockchain(s) in accordance with the applicable Blockchain Rules, and Lantern shall have no obligation to you to facilitate any Staking Rewards payment and no liability to you in connection with any Staking Rewards or your failure to receive the same. Lantern does not provide, guarantee, or promise any Staking Rewards or other rewards on or in connection with your User Assets.

**1.8 Taxes.** You are solely responsible (and Lantern has no responsibility) for determining what, if any, taxes apply to any transactions involving your User Assets, including your receipt of any Staking Rewards.

## 2. Your Assumption of Risk.

2.1 WHEN YOU USE THE SERVICES, YOU UNDERSTAND AND ACKNOWLEDGE THAT LANTERN IS NOT A FINANCIAL OR INVESTMENT ADVISOR AND THAT THE SERVICES ENTAIL A RISK OF LOSS AND MAY NOT MEET YOUR NEEDS. The Services provided by Lantern rely on Supported Blockchains and the applicable Blockchain Rules, which may not be reliable, consistent or dependent in all scenarios. Lantern may not be able to foresee or anticipate technical or other difficulties which may result in data loss or other service interruptions. Lantern encourages you to periodically confirm the valuation of your User Assets and the accuracy of any User Asset Information through independent sources. Lantern does not and cannot make any guarantee that your User Assets will earn any Staking Rewards or that your User Assets will not lose value. The prices of cryptocurrency assets can be extremely volatile. Lantern makes no warranties as to the markets in which your User Assets are staked, transferred, purchased, or traded.

**2.2** You understand that like any other software, the Platform and the Lantern Staking Service could be at risk of third-party malware, hacks or cybersecurity breaches. You agree that it is your responsibility to monitor your User Assets regularly and confirm their proper use and deployment consistent with your intentions.

**2.3** In order to be successfully completed, any transaction involving your User Assets initiated by or sent to your Third-Party Account or Lantern Wallet must be confirmed by and recorded on the applicable Supported Blockchain. Lantern has no control over any blockchain, including without limitation any Supported Blockchain, and therefore cannot and does not ensure that any transaction details that you submit or receive via our Services (including without limitation via the Lantern Staking Service) will be validated by or confirmed on the relevant Supported Blockchain, and Lantern does not have the ability to facilitate any cancellation or modification requests. You accept and acknowledge that you take full responsibility for all activities that you effect through your Third-Party Account and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Third-Party Account, to the maximum extent permitted by law. You further accept and acknowledge that:

(a) You represent and warrant that you (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Third-Party Account, Lantern Wallet and any Supported Blockchains to which your User Assets may be deployed and staked in connection with the Services; (ii) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Third-Party Account and any Supported Blockchains to which your User Assets may be deployed in connection with the Services; (iii) know, understand and accept the risks associated with your Third-Party Account and any Supported Blockchains to which your User Assets may be deployed in connection with the Services; and (iv) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services. You further agree that Lantern will have no responsibility or liability for such risks.

(b) There are risks associated with using digital assets, including but not limited to, the risk of hardware, software and Internet connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Third-Party Account; the risks of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable; and the risk that such digital assets may fluctuate in value. You accept and acknowledge that Lantern will not be responsible for any communication failures, disruptions, errors, distortions, delays or losses you may experience when using blockchain technology, however caused.

(c) The regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are uncertain, and new regulations or policies, or new or different interpretations of existing

regulations, may materially adversely affect the development of the Services and the value of your User Assets.

(d) Lantern makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions (including without limitation changes to any Blockchain Rules) that are unfavorable to your User Assets and/or impact your ability to receive Staking Rewards. You acknowledge and accept that the Blockchain Rules governing the operation of a Supported Blockchain may be subject to sudden changes which may materially alter such Supported Blockchain and affect the value and function of any of your User Assets staked on or to that Supported Blockchain.

(e) Lantern makes no guarantee as to the security of any Supported Blockchain, Third-Party Account, or Lantern Wallet. Lantern is not liable for any hacks, double spending, or any other attacks on a Supported Blockchain, Third-Party Account, or your Lantern Wallet.

(f) Any Supported Blockchain may slash or otherwise impose penalties on certain validators (including validators to which your User Assets have been deployed) in response to any activity not condoned by such Supported Blockchain, whether in accordance with the applicable Blockchain Rules or otherwise. You acknowledge and agree that Lantern shall have no liability in connection with any such slashing or penalties, including any slashing or penalties that result in a loss or depreciation of value of your User Assets.

(g) The Supported Blockchains are controlled by third parties, and Lantern is not responsible for their performance nor any risks associated with the use thereof. The Services rely on, and Lantern makes no guarantee or warranties as to the functionality of or access to, any Supported Blockchain, Third-Party Account, or Third-Party Service.

(h) You control your Third-Party Account, and Lantern is not responsible for its performance, nor any risks associated with the use thereof.

## 3. USE OF THE SERVICES.

**3.1** License to the Services. Subject to the Agreement, Lantern grants you a limited license to access and use the Services, including the Lantern Staking Service, solely as described hereunder. Unless otherwise specified by Lantern in a separate license, your right to use any and all Services is subject to this Agreement. You acknowledge and agree that nothing set forth herein shall be construed as a sale of any ownership interest in or to the Services, including the Platform and Lantern Staking Service or any intellectual property rights associated therewith.

**3.2 Updates.** You understand that Services are evolving. You acknowledge and agree that Lantern may update Services with or without notifying you. You may need to update third-party software from time to time in order to use Services.

**3.3** Certain Restrictions. The Services are intended for your internal use only. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Lantern; (c) you shall not use any metatags or other "hidden text" using Lantern's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly

prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website 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); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Lantern, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services may terminate the licenses granted by Lantern pursuant to the Agreement.

**3.4 Lantern Communications.** By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning Lantern and industry developments.

**3.5** Third-Party Services. Certain features of the Services may rely on third-party websites, services, technology, or applications accessible or otherwise connected to the Services but not provided by Lantern, including without limitation any Supported Blockchain, any validator on such Supported Blockchain, our third-party identity verification providers, and your Third-Party Account (each, a "Third-Party Service" and, collectively, "Third-Party Services"). Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that (i) Lantern shall not be liable for any damages, liabilities, or other harms in connection with your use of and/or any inability to access the Third-Party Services; and (ii) Lantern shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of Third-Party Services or any other circumstances beyond Lantern's control, including without limitation the failure of a Supported Blockchain or other Third-Party Service.

## 4. **REGISTRATION.**

**4.1 Registering Your Account.** In order to access certain features of Services you may be required to become a Registered User. A **"Registered User"** is a user who has registered an account through the Services (**"Account"**). You may be able to use one or more Third-Party Accounts in connection with your Account.

4.2 Registration Data. In registering an Account through the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Services under the laws of the United States, your place of residence or any other applicable jurisdiction. If you are acting on behalf of a DAO or other entity, whether or not such entity is formally incorporated under the laws of your jurisdiction, you represent and warrant that you have all right and authority necessary to act on behalf of such entity. You acknowledge and agree that our obligation to provide you with any Services is conditioned on the Registration Data being accurate and complete at all times during the term of this Agreement. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account

to restrict use by minors, and you will accept full responsibility for any unauthorized use of Services by minors. You may not share your Account or password with anyone, and you agree to (y) notify Lantern immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lantern has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Lantern has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree not to create an Account or use the Services if you have been previously removed by Lantern, or if you have been previously banned from any of the Services.

**4.3 Third-Party Accounts.** In connection with certain features of the Services you will need to send cryptocurrency assets to or from a Third-Party Account. You represent that you are entitled to use such Third-Party Account. Please note that if a Third-Party Account or associated service becomes unavailable then you should not attempt to use such Third-Party Account in connection with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any inability to access any User Assets you have sent to such Third-Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND LANTERN DISCLAIMS ANY LIABILITY FOR INFORMATION THAT MAY BE PROVIDED TO IT OR USER ASSETS THAT MAY BE DEPLOYED TO A LANTERN STAKING SERVICE BY OR THROUGH SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

**4.4** Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Lantern.

**4.5** Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services as applicable. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

**5. RESPONSIBILITY FOR CONTENT.** You acknowledge that all data, information, and other content ("**Content**"), including the Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Lantern, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through any Services ("**Your Content**").

## 6. OWNERSHIP.

**6.1 Services.** Except with respect to Your Content, you agree that as between you and Lantern, Lantern and its suppliers own all rights, title and interest in the Services, including but not limited to, any software, computer code, algorithms, technology, themes, objects, concepts, artwork, animations, sounds, methods of operation, and documentation, as well as all intellectual and proprietary rights related thereto. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

6.2 Trademarks. Lantern's stylized name and all related graphics, logos, service marks and trade names used on or in connection with any Services, or in connection with the Services, are the

trademarks of Lantern and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

**6.3** Your Content. You grant Lantern a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of: (i) operating and providing Services to you; (ii) improving the Services; and (iii) developing new products and services; and you represent that you own or otherwise have all rights in and to Your Content necessary to grant the foregoing licenses. You agree that you, not Lantern, are responsible for all of Your Content that you make available on or in Services.

**6.4** Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Lantern through its suggestion, feedback, wiki, discord, forum, or other pages or means ("Feedback") is at your own risk and that Lantern has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Lantern a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Services and/or Lantern's business.

7. **USER CONDUCT.** You agree that you are solely responsible for your conduct in connection with the Services. You agree that you will abide by this Agreement and will not (and will not attempt to): (a) provide false or misleading information to Lantern; (b) use or attempt to use another Registered User's Account or Lantern Wallet without authorization from such Registered User; (c) pose as another person or entity; (d) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Registered Users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner; (e) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (f) bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services; (g) attempt to circumvent any content-filtering techniques we employ; (h) collect or harvest data from our Services that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; (i) use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); (j) bypass or ignore instructions that control all automated access to the Services; (k) use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (m) use your Account or Lantern Wallet to carry out any illegal activities in connection with or in any way related to your access to and use of the Services, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services; (n) engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities, including: (i) trading User Assets at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such User Asset, unduly or improperly influencing the market price for such User Asset on the Services or any Supported Blockchain or establishing a price which does not reflect the true state of the market in such User Asset; (ii) for the purpose of creating or inducing a false or misleading appearance of activity in a User Asset or creating or inducing a false or misleading appearance with respect to the market in a User Asset: (Y) executing or causing the execution of any transaction in a User Asset which involves no material change in the beneficial ownership thereof; or (Z) entering any order for the purchase or sale of a User Asset with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such User

Asset, has been or will be entered by or for the same or different parties; or (iii) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a User Asset; (o) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings or other similar transactions except in strict compliance with applicable law; (p) use the Service to participate in fundraising for a business, protocol, or platform except in strict compliance with applicable law; (q) make available any Content that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; or (r) attempt to access any Account that you do not have the legal authority to access. Any unauthorized use of any Services terminates the licenses granted by Lantern pursuant to the Agreement.

## 8. FEES.

**8.1** Fees. Access to certain Services is free. However, Lantern may charge fees ("Fees") in connection with your use of certain Services, including without limitation Fees based on the User Assets staked through the Staking Services. All pricing and payment terms for such Fees are as indicated on the Service, and any payment obligations you incur are binding at the time of the applicable transaction. In the event that Lantern makes available, and you elect to purchase, any Services in connection with which Lantern charges Fees, you agree that you will pay Lantern all such Fees at Lantern's then-current standard rates. You agree that all Fees are non-cancellable, non-refundable, and non-recoupable.

**8.2** Taxes. You are responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of the Agreement or the transactions contemplated by the Agreement (other than taxes based on Lantern's net income).

**8.3 Promotions**. Lantern may from time to time make available certain conditional offers, promotional prices, or discounted fees (each, a "**Promotion**") to new or existing users of the Services. The rules governing such Promotion will be made available in connection with such Promotion. Lantern will determine your eligibility for any Promotion in its sole discretion and may change the terms of or terminate a Promotion at any time, with or without notice to you.

**8.4 Currency**. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay any Fees. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.

**8.5 Payment Processing Services**. Lantern may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions.

## 9. INDEMNIFICATION.

You agree to indemnify and hold Lantern, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a **"Lantern Party"** and collectively, the **"Lantern Parties"**) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Services; (c) your violation of the Agreement, including any of your representations or warranties hereunder; (d) your violation of any rights of another party, including any Registered Users; (e) your failure to provide accurate or complete data in connection with your use of the Services; or (f) your violation of any applicable laws, rules or regulations. Lantern reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Lantern in asserting any available defenses. This provision does not require you to

indemnify any of the Lantern Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to Services.

#### 10. RELEASE

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY RELEASE THE LANTERN PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS WHICH MAY BE SUSTAINED BY YOU WHILE USING, ARISING OUT OF, OR IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING ANY DIMUNITION OF VALUE TO OR LOSS OR THEFT OF ANY USER ASSETS. TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS RELEASE IS BINDING UPON YOUR RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, BENEFICIARIES, PARTNERS, AND ANY OTHER AFFILIATES OR INTERESTED PARTIES.

To the maximum extent permissible by applicable law, you waive and relinquish any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver, including any all rights and benefits which you have or may have under California Civil Code Section 1542, 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." You acknowledge that the releases in these Terms of Use are intended to be as broad and inclusive as permitted by law, and as a complete and continuous release and waiver of liability for any and all use of the Services.

## 11. DISCLAIMER OF WARRANTIES AND CONDITIONS.

11.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SERVICES IS AT YOUR SOLE RISK, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. LANTERN PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE. THE LANTERN PARTIES MAKE NO REPRESENTATION THAT THE SERVICES, INCLUDING THE LANTERN STAKING SERVICE, WILL FUNCTION AS INTENDED OR BE SUITABLE FOR YOUR PURPOSES, AND YOU BEAR ALL RISK ASSOCIATED WITH ANY USER ASSETS THAT YOU USE IN CONNECTION THEREWITH.

(a) LANTERN PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES WILL BE ACCURATE OR RELIABLE. LANTERN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LANTERN STAKING SERVICE OR YOUR USE OF THE SAME. THE LANTERN PARTIES MAKE NO REPRESENTATION THAT THE SERVICES, INCLUDING THE LANTERN STAKING SERVICE, WILL BE FREE OF THIRD PARTY MALWARE, HACKS OR OTHER CYBSECURITY BREACHES.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. LANTERN MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LANTERN OR THROUGH SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**11.2** FROM TIME TO TIME, LANTERN MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT LANTERN'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

11.3 LANTERN IS NOT AN INVESTMENT ADVISOR. NEITHER LANTERN NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES. NEITHER LANTERN NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN "EXPERT" UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER LANTERN NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS WEBSITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

**11.4 No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT LANTERN PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD LANTERN PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND SUPPORTED BLOCKCHAINS, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. LANTERN SHALL BE UNDER NO OBLIGATION TO INQUIRE INTO AND SHALL NOT BE LIABLE FOR ANY DAMAGES, OTHER LIABILITIES OR HARM TO ANY PERSON OR ENTITY RELATING TO ANY LOSSES, DELAYS, FAILURES, ERRORS, INTERRUPTIONS OR LOSS OF DATA OCCURRING DIRECTLY OR INDIRECTLY BY REASON OF CIRCUMSTANCES BEYOND LANTERN CONTROL, INCLUDING WITHOUT LIMITATION THROUGH THE DEPLOYMENT OF USER ASSETS TO ANY SUPPORTED BLOCKCHAIN IN CONNECTION WITH THE SERVICES.

11.5 No Liability in Connection with Open-Source Software. Notwithstanding anything to the contrary in these Terms of Use, you acknowledge and agree that any software or services you access under the terms of an OSS license ("OSS License") is at your own risk, and Lantern shall not be liable for

any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances outside beyond Lantern control, including without limitation through your use of any content under the terms of an OSS License.

**11.6** No Liability for Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Lantern to monitor such materials and that you access these materials at your own risk.

#### 12. LIMITATION OF LIABILITY.

Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE 12.1 FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL LANTERN PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE. BUSINESS INTERRUPTION. OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN EACH CASE WHETHER OR NOT LANTERN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR USE OF SERVICES (INCLUDING THE LANTERN STAKING SERVICE) OR ANY COMMUNICATIONS. INTERACTIONS OR EXCHANGES WITH OTHER USERS OF SERVICES OR THIRD PARTIES THAT INTERACT WITH THE SERVICES, ON ANY THEORY OF LIABILITY, INCLUDING ANY SUCH DAMAGES RESULTING FROM: (a) LOSS OR DIMINISHMENT IN VALUE OF USER ASSETS, (b) THE USE OR INABILITY TO USE SERVICES; (c) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH SERVICES; (d) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (e) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION ANY THIRD-PART POOL; (f) ANY USE OF THE LANTERN STAKING SERVICE, OR (g) ANY OTHER MATTER RELATED TO SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A LANTERN PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A LANTERN PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A LANTERN PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**12.2 Cap on Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, LANTERN PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES WHERE SUCH REMEDY OR PENALTY CANNOT BE WAIVED OR REDUCED PURSUANT TO THIS AGREEMENT. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A LANTERN PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A LANTERN PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A LANTERN PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**12.3 User Content.** LANTERN ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

**12.4 Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**12.5 Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LANTERN AND YOU.

13. MONITORING AND ENFORCEMENT. If Lantern becomes aware of any possible violations by you of the Agreement, Lantern reserves the right to investigate such violations. If, as a result of the investigation, Lantern believes that criminal activity has occurred, Lantern reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Lantern is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including any information related to your Third-Party Account and other Registration Data, in Lantern's possession in connection with your use of Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Lantern, its Registered Users or the public, and all enforcement or other government officials, as Lantern in its sole discretion believes to be necessary or appropriate.

#### 14. TERM AND TERMINATION.

**14.1 Term.** The Agreement commences on the date when you accept the Agreement (as described in the preamble above) and remain in full force and effect while you use Services, unless terminated earlier in accordance with the Agreement.

**14.2 Prior Use.** Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

**14.3 Termination of Services by Lantern.** Lantern reserves the right to terminate this Agreement and your access to the Services at any time, for any or for no reason, with or without notice to you.

**14.4** Termination of Services by You. If you want to terminate the Services provided by Lantern, you may do so by (a) notifying Lantern at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Lantern's address set forth below.

**14.5** Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Lantern will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, indemnification and limitation of liability.

**14.6** No Subsequent Registration. If your Account or other ability to access, the Services, is discontinued by Lantern due to your violation of any portion of the Agreement, then you agree that you shall not attempt to re-register with or access the Services, and you acknowledge that you will not be entitled to receive a refund for any Fees related to those Services to which your access has been terminated.

**15. INTERNATIONAL USERS.** Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Lantern intends to announce such Services or Content in your country. Services are controlled and offered by Lantern from its facilities in the United States. Lantern makes no representations that Services are appropriate or available for use in other locations. Those who access or use Services from other countries do so at their own volition and are responsible for compliance with local law.

**16. DISPUTE RESOLUTION.** Please read this Section 16 (the "Arbitration Agreement") carefully. It is part of your contract with Lantern and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

16.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Lantern agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or the Terms of Use and prior versions of the Terms of Use, including claims and disputes that arose between us before the effective date of these Terms of Use (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that: (1) you and Lantern may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Lantern may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms of Use as well as claims that may arise after the termination of these Terms of Use.

16.2 **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Lantern. If that occurs, Lantern is committed to working with you to reach a reasonable resolution. You and Lantern agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Lantern therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("Informal Dispute Resolution **Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("Notice"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Lantern that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to the contact information set forth below. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines

shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

**16.3 Waiver of Jury Trial.** YOU AND LANTERN HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Lantern are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16.4 Waiver of Class and Other Non-Individualized Relief. YOU AND LANTERN AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 16.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS. REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 16.9 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Lantern agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Lantern from participating in a class-wide settlement of claims.

16.5 Rules and Forum. The Terms of Use evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Lantern agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at https://www.adr.org/sites/default/files/Consumer%20Rules.pdf. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration (if applicable) as well as the applicable Lantern Wallet address; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the

circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Lantern otherwise agree, or the Batch Arbitration process discussed in subsection 16.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Lantern agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitrations and documents exchanged during the arbitrations and documents exchanged during the arbitrations and documents exchanged during the arbitration proceedings confidential.

**16.6 Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 16.9 is triggered, the AAA will appoint the arbitrator for each batch.

16.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration." all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. 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 award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

**16.8** Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Lantern need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party

in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

16.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Lantern agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Lantern by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Lantern. You and Lantern agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

**16.10 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the address set forth below, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, email address, Lantern Wallet address (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms of Use will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**16.11 Invalidity, Expiration.** Except as provided in the subsection entitled "Waiver of Class and Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Lantern as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

**16.12** Modification. Notwithstanding any provision in these Terms of Use to the contrary, we agree that if Lantern makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Lantern

at the address set forth in Section 17.10, your continued use of the Lantern Services, including the acceptance of products and services offered on the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms of Use and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, or these Terms of Use, the provisions of this Arbitration Agreement as of the date you first accepted the Terms of Use (or accepted any subsequent changes to these Terms of Use) remain in full force and effect. Lantern will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms of Use.

**16.13 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 law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**16.14** Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Lantern.

## 17. GENERAL PROVISIONS.

**17.1 Independent Contractors.** The relationship of Lantern and you under this Agreement is that of independent contractors. Notwithstanding anything else set forth herein, neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other. Your use of the Services shall not imply, suggest, or otherwise attempt to create an employment relationship between Lantern and you.

**17.2** Electronic Communications. The communications between you and Lantern may take place via electronic means, whether you visit Services or send Lantern e-mails, or whether Lantern posts notices on Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Lantern in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Lantern provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

**17.3 Release.** You hereby release Lantern Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Services, including but not limited to, any interactions with or conduct of other Registered Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of Services.

**17.4 Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Lantern's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**17.5** Force Majeure. Lantern shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots,

embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**17.6** Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to Services, please contact us at: <u>support@lantern.finance</u>. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**17.7 Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Lantern agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the courts of San Francisco, California.

**17.8 Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

**17.9** Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

**17.10** Notice. Where Lantern requires that you provide an e-mail address, you are responsible for providing Lantern with your most current e-mail address. In the event that the last e-mail address you provided to Lantern is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Lantern's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Lantern at the following address: support@lantern.finance. Such notice shall be deemed given when received by Lantern by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**17.11** Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**17.12** Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**17.13 Export Control.** You may not use, export, import, or transfer Services except as authorized by the laws of the jurisdiction in which you obtained Services, and any other applicable laws.

**17.14** Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.