

Legal

Terms and Conditions
Privacy policy
Supported Countries
Supported US States

Terms and Conditions

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1. Introduction

Welcome to the Odee.com website (collectively the “Platform” which includes any services, software, or applications that we may offer through the Platform) provided by Odee Digital Inc. USA, Odee Digital Inc. Canada or Odee Digital Sp. z.o.o., Poland (collectively referred to as “Odee”, “we”, “our”, or “us”). Where you are a citizen of the European Union (“EU User”), you shall be entering into this Agreement with Odee Digital Sp. z.o.o. Where you are a citizen of the United States or a person from outside of the European Union (“US User”), you shall be entering into this Agreement with Odee Digital Inc. The Odee User Terms of Service is an agreement (“Agreement”) is solely between you (“you”, “your” or “user(s)”), a user (whether a US User or EU User) of the Platform and Odee’s corporate identity as identified above based on your citizenship or location. As a user, please be aware that there are additional eligibility requirements to use the Platform.

PLEASE BE AWARE THAT THERE ARE ARBITRATION, PAGA, AND CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS.

You must read this Agreement carefully. By accessing or using the Platform, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree to these Terms, you are not authorized to access or use the Platform.

OUR PLATFORM IS NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY (DEFINED BELOW). ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY SHALL BE REFERRED TO AS A “RESTRICTED PERSON”. WE DO NOT MAKE EXCEPTIONS; THEREFORE, IF YOU ARE A RESTRICTED PERSON DO NOT ATTEMPT TO ACCESS OR ATTEMPT TO ACCESS THE PLATFORM. WE RESERVE THE RIGHT TO RESTRICT ANY USER’S ACCESS TO THE PLATFORM SUBJECT TO ANY RESTRICTIONS WE MAY SET FORTH IN THIS AGREEMENT.

2. Where Odee Does Business

Odee operates in Canada, British Columbia and a number of US states. For a full list of approved states please review the Supported US States list found on the Odee website. As a US User you represent and warrant that you are resident of a Supported US States list (collectively referred to as “Supported States”). If you are an EU User you are only eligible to use the Platform or any associated services if you are a resident or citizen of a country on the Supported Countries list (collectively referred to as “Eligible

Regions”). This list can be found the Odee website. As an EU User you represent and warrant that you are resident or located within the Eligible Regions or a region that Odee has listed as a place where we do business.

3. Canada Users, US Users and EU Users

Odee allows Canadian and US Users of the Supported States to access and use the Platform. As a US User you represent and warrant that you are resident or located within one of the Supported States. Any states not listed as Supported States are considered “Unsupported State(s)” and any US User residing in an Unsupported State may not use or access the Platform. If you are an EU User you are only eligible to use the Platform or any associated services if you are a resident or citizen of a country on the Eligible Regions list. As an EU User you represent and warrant that you are resident or located within the Eligible Regions. The list of Supported States and Eligible Regions may be updated from time to time

4. Restricted Persons

As a condition to accessing or using the Platform, you represent, warrant, and covenant to Odee the following: (a) you are not a resident, national, agent, entity (registered or residing in) of Bangladesh, Belarus, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Libya, Mali, North Korea, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, “Restricted Territories” or singularly a “Restricted Territory”); (b) you are not a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations (collectively, “Sanctions Lists Persons”); and (c) you do not intend to transact with any Restricted Person or Sanctions List Person.

5. Age

You represent and warrant that you are at least the age of majority in your jurisdiction (e.g., eighteen years old) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself or any company or legal entity for which you may access or use the Platform.

6. Registration and Profiles

Portions of the Platform may require you to create a login or otherwise register. You must fully complete the registration process by providing us with your current, complete, truthful, and accurate information as prompted. Where you submit information to us, we may ask you to provide identification so that we may verify your identity. Upon information submission you may be required to create a profile. You are entirely responsible for maintaining the confidentiality of profile information and for any and all activities that occur under your account. Your phone number may be used to verify your profile information and you are solely responsible for keeping such information secure. Additionally, you shall maintain the security and confidentiality of your private keys associated with any Blockchain Technology (defined below) address, Digital Wallets (defined below), linked phone numbers, and API keys associated

with your account or registration. You agree to notify Odee immediately of any unauthorized use of your profile or any other breach of security. Odee will not be liable for any losses you incur as a result of someone else using your profile, either with or without your knowledge. However, you could be held liable for losses incurred by Odee or another party due to someone else using your profile. Odee has the sole discretion in granting or denying any profiles. In order to comply with United States' federal and state law requirements, we may conduct a background check or require you to verify the personal and financial information submitted by you. By submitting information to us, you expressly authorize us to conduct such a background check and you authorize us to verify and share any information provided by you with third parties that we may hire or use for such verifications which may assist Odee with identifying and verifying your identity and abiding by any regulations that apply to Odee's business.

7. Applicable Laws and Non-Circumvention

You agree to the following: (a) your access to the Platform is not prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Odee, you, or the Platform, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "Applicable Laws"); and (b) your access to the Platform is not contributing to or facilitating any illegal activity; you will obey all Applicable Laws in connection with using the Platform, and you will not use the Platform if any Applicable Laws prohibit you from doing so.

8. Platform

Use of the Platform is at your own risk. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any information distributed via the Platform or otherwise encountered when using the Platform. We are not liable to you for any inaccurately quoted information including but not limited to Digital Asset (defined below) rates or pricing rates for any Digital Assets. Our Platform cannot control the timing of any transactions, transaction times are based on the Blockchain Technology selected, and we are not liable or responsible for any delays or any issues due to untimeliness of any transactions initiated through the Platform. Use of the Platform is at your sole liability. We accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with your use of the Platform. The Platform attempts to provide up to date information for all Digital Assets listed; however, due to the nature of Digital Assets some information may be out of date or inaccurate.

We do not guarantee that the Platform will always be available, work, or be accessible at any particular time. Specifically, we do not guarantee any uptime or specific availability of the Platform. You agree and acknowledge that the Platform uses remote access and may not always be either 100% reliable or available. We reserve the right to alter, modify, update, or remove the Platform or any portions thereof, at any time at our discretion. We reserve the right to discontinue previously offered features or functionality at our sole discretion and without prior notice. We are not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of any portion of the Platform. We reserve the right to determine the timing and content of software updates, which may

be automatically updated without notice to you. We may conduct such modifications to our Platform for security, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications or provide you access to previous versions of our Platform. Nothing in this section obligates us to take measures to update the Platform for security, legal, or other purposes.

9. Privacy

We care about your privacy. Please note that when you use the Platform, you are interacting with Blockchain Technology, which provides transparency into your transactions. Odee does not control and is not responsible for any information you make public on Blockchain Technology by either using the Platform or accessing any Blockchain Technology through the Platform. If you have additional questions regarding our data privacy practices please visit our Privacy Policy. Our Privacy Policy is incorporated by reference into this Agreement.

10. Prohibited Activity

You may not use the Platform to engage in the following categories of activity set forth below or any activities that we determine in our sole discretion may harm us or a third party (“Prohibited Uses”). The Prohibited Uses include but are not limited to:

- Any activity that violates any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as, without limitation, the Bank Secrecy Act and the U.S. Department of Treasury’s Office of Foreign Asset Controls (“Financing Laws”). By using the Platform, you agree that we must comply with Applicable Law including any Financing Laws, which may require us to, upon request by government agencies, take certain actions or provide information which we deem necessary, which may not be in your best interests.
- Any transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, including but not limited to, sales, distribution, or access to counterfeit software, or other licensed materials without the appropriate authorization from the rights holder; use of Odee’s Intellectual Property (defined below) without express consent from Odee.
- Any activity that seeks to interfere with or compromise the integrity, security, or proper functioning of the Platform or computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses; denial-of-service attacks; use of any robot, spider, crawler, scraper or other automated means to extract or export data collected through the Platform; and conduct that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure.
- Any activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another, or any action that implies an untrue endorsement by or affiliation with Odee.
- Any activity that violates any Applicable Law including but not limited to laws or regulations concerning the integrity of trading markets such as manipulative tactics like spoofing or wash trading.

- Any use of the Platform to stalk, harass, bully, or harm another individual, or use of the Platform in any way that is defamatory, obscene, invasive, threatening, or harassing.
- Any activity or use of the Platform that involves an informal value transfer system, peer-to-peer transfers, third party payments (meaning acting as an intermediary, agent or other third party facilitator by using the Platform), or usage of the Platform as a payment system (without express written authorization by Odee).

Odee reserves the right to suspend or terminate your access to the Platform, if we believe in our sole discretion that your activities have violated any Prohibited Uses or if your actions using the Platform may harm us or a third party.

11. Access

After submitting information to create a profile (upon our sole approval) we may grant you a fully revocable right to access and use the Platform (along with any associated services) in accordance with this Agreement and any additional instructions. Your access and use of the Platform is limited to yourself, and where you are an organization or entity any persons authorized by your organization or entity, you may not transfer or assign your access to any third parties. All rights not explicitly granted are reserved for Odee. Your access to use our Platform may be suspended or terminated if you breach any of these access provisions or at our discretion. Additionally, we may revoke your access to our Platform if we believe that your actions may harm us, our business interests, or any third party rights. Failure by us to revoke your access does not act as a waiver of your conduct. Nothing in this Agreement obligates us to provide you any access or use of the Platform.

12. Digital Wallet

In order to access some services offered by the Platform you may be required to connect a digital wallet that is hosted and custodied by you or a third party (“Digital Wallet”) that contains digital assets such as cryptocurrency, other virtual currency, digital goods, or NFTs (defined below) (collectively “Digital Assets”). You are solely responsible for any transactions or transmissions that occur with your Digital Wallet. Odee does not offer Digital Wallet custody services. This may change at our discretion. You agree to notify Odee immediately of any unauthorized use or other breach of security of your Digital Wallet.

Odee will not be liable for any losses you incur as a result of someone else using your Digital Wallet. However, you could be held liable for losses incurred by Odee or another party due to someone else using your Digital Wallet. Any Digital Wallets connected to the Platform are non-custodial, meaning that Odee does not control your Digital Wallet and has no access to your private encryption keys. Under no circumstances should you attempt to use your Digital Wallet to store or transact any non-supported Digital Assets. Odee assumes no responsibility or liability in connection with any usage of your Digital Wallet with the Platform, and you are solely responsible for your use of your Digital Wallet, including transfers of Digital Assets.

13. No Professional Advice or Fiduciary Duties

NO FINANCIAL, INVESTMENT, OR SECURITIES ADVICE IS GIVEN THROUGH THE PLATFORM. PLEASE CONSULT YOUR FINANCIAL PROFESSIONAL FOR ANY ADVICE. PLEASE BE AWARE THAT ALL INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.

All information accessible through the Platform is for informational purposes only and should not be construed as investment, tax, or legal advice. You should not take, or refrain from taking, any action based on any information contained within the Platform or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Platform, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. Nothing contained on the Platform constitutes a solicitation, recommendation, endorsement, or offer by Odee or any third party to buy any Digital Assets, securities, or other financial instruments.

We are not your broker, intermediary, agent or advisor and have no fiduciary relationship or obligation with you when you use the Platform. We have no liability for any of your activities or decisions made while using the Platform. Neither Odee nor any of its affiliated parties has: (1) passed on the merit or approved of any Digital Assets displayed on the Platform; or (2) has endorsed or sponsored any Digital Assets displayed. All content found on the Platform is provided for informational and educational purposes only. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

Any data or content provided by Odee is believed to be reliable and accurate; however, due to the nature of such content or data it is possible that such information may be inaccurate, untimely, or contain errors. You solely are responsible for evaluating such data or content and Odee is not responsible for any errors or omissions with the data or content.

14. User Representations and Warranties

When using the Platform you understand that Blockchain Technology, Digital Assets, and Digital Wallets are constantly evolving and changing and all changes to the Blockchain Technology, Digital Assets, and Digital Wallets are outside of Odee’s control. You represent and warrant the following: (a) you understand the inherent risks associated with Blockchain Technology and the Platform, which may result in the loss of some or all of your Digital Assets or purchased Digital Assets; (b) you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Platform or any Digital Asset; (c) you accept all consequences of using the Platform, including the risk that you may lose access to your Digital Assets indefinitely; (d) you do not, and will not, use a virtual private network software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Platform; and (e) you are solely responsible for evaluating and understanding any risks related to any transactions involving the Platform or your Digital Assets including an understanding of how Digital Assets interact with Blockchain Technology.

15. Platform

Use of the Platform, in particular for transactions involving Digital Assets, are highly volatile, experimental, and may carry financial risk. All transaction decisions are made solely by you. We accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with your use of the Platform. The Platform attempts to provide up to date information for all Digital Assets listed; however, due to the nature of Digital Assets some information may be out of date or inaccurate. As you control your own Digital Wallet you are solely responsible for verifying any information regarding the Digital Assets and the Platform. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any information distributed via the Platform or otherwise encountered when using the Platform. We are not liable to you for any inaccurately quoted information including but not limited to Digital Asset rates or pricing rates for any Digital Assets. Our Platform cannot control the timing of any transactions, transaction times are based on the Blockchain Technology selected, and we are not liable or responsible for any delays or any issues due to untimeliness of any transactions initiated through the Platform. Use of the Platform is at your sole risk and liability.

16. Top Up Services

Through the Platform Odee may offer services (the “Top Up Services”) that allow you to purchase Digital Assets using a credit or debit card and have such purchased Digital Assets delivered to your non-custodied Digital Wallet (each purchase shall be referred to as a “Digital Asset Transaction”). The Top Up Services are non-custodial, meaning that you control all private and public keys associated with the Digital Wallet and Odee never has control or possession of your Digital Wallet. Use of the Top Up Services is at your own risk and you understand that Digital Wallet Transactions are highly volatile, experimental, and may carry financial risk. All Digital Wallet Transactions are made solely by you. We accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Top Up Services for performing Digital Wallet Transactions using your Digital Wallet. Odee reserves the right to refuse to allow you to use the Top Up Services. Further, we may refuse to process or cancel any pending Digital Wallet Transactions as required by law, at our discretion, in response to a subpoena, court order, or other binding government order, or to enforce transaction limits. Please be aware that once a Digital Wallet Transaction is initiated by you, Odee may not reverse such transaction. As you are solely in control of your Digital Wallet and since we cannot access or control your Digital Wallet in any manner, you are solely liable for maintaining access to your Digital Wallet and solely liable for all Digital Wallet Transactions initiated using our Top Up Services and for verifying any information regarding the Digital Assets and your Digital Wallet. For any Digital Wallet Transactions initiated using the Platform, Odee may take a transaction fee, whether or not such transaction is successful. Odee ASSUMES NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY ATTEMPT TO USE OR STORE ANY DIGITAL ASSETS AND YOU RELEASE Odee FROM ANY LIABILITY AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY TRANSACTIONS USING YOUR DIGITAL WALLET.

Where you initiate a Digital Wallet Transaction, you must verify and ensure that all information related to your Digital Wallet is accurate, current, and complete. We are not responsible for any Digital Asset Transaction issues related to your Digital Wallet including but not limited to a mis-typed Digital Wallet address or failure by your Digital Wallet to receive any Digital Assets purchased. Each Digital Asset Transaction is not completed until such purchase and transaction is verified on the Blockchain

Technology (defined below). Please be aware that we are not in control of any Digital Asset Transaction completion or transaction times since completion of such transaction and any associated transaction times are solely controlled by the Blockchain Technology. canceled, incomplete, late, mis-transacted, or erroneously transacted.

17. Top Up Cancellations

In some instances, a Digital Asset Transaction may not be completed or canceled, such situations may include but are not limited to, limitations of the Blockchain Technology, a cancellation at our discretion, availability of Digital Assets, incomplete payment information, transaction cancellation, rejection of payment method, failure by a payment processor, late transaction submission, or other issues (collectively “Digital Asset Transaction Cancellation”). Where a Digital Asset Transaction Cancellation occurs and where your payment method has been charged any fees, Odee shall notify you and refund you the total fees paid or pre-authorized for that specific Digital Asset Transaction to the same financial instrument that you used to initiate the Digital Asset Transaction. Please be aware that due to processing times such refunds may take a few days to process.

You agree that upon initiation of a Digital Asset Transaction through the purchase screen on the Platform, you cannot reverse, refund, or otherwise cancel a Digital Asset Transaction. We reserve the right to refuse to process, cancel, or reverse, any Digital Asset Transactions if we suspect the Digital Asset Transaction may involve illicit activity like money laundering, terrorist financing, fraud, any crime, is in violation of any prohibition of relevant Applicable Law, or at our discretion. Additionally, we reserve the right to refuse to process, cancel or reverse any Digital Asset Transaction if we believe that you have violated this Agreement or if your actions may harm us or a third party. We reserve the right to report, suspend and/or terminate your account or your use of the Platform for such suspected activity.

18. Blockchain Technology

Please be aware that the underlying technology that makes blockchain based networks, cryptographic systems, digital wallets, and smart contracts available (collectively “Blockchain Technology”) is open source and can be used, copied, modified, and distributed by third parties. Odee does not control or operate the Blockchain Technology, and we assume no responsibility for the operation, functionality, or security of the Blockchain Technology. Blockchain Technology is subject to change that is out of our control, which could materially affect the Platform, and the value, functionality, availability, and use of any Digital Assets. It is your responsibility to make yourself aware of upcoming operating changes, and you must carefully consider publicly available information in determining whether to continue to use the Platform, transact with the Platform, or otherwise interact with the Blockchain Technology through the Platform. Blockchain Technology is currently under development, and this creates uncertainty relating to Digital Assets and transactions through the Platform. You acknowledge and accept the risks of using your Digital Assets with our Platform that relies on Blockchain Technology and agree that Odee is not responsible for any changes to any Blockchain Technology that may cause you to experience a complete loss of value or access to your Digital Assets. Such changes may include, but are not limited to, forks, rollbacks, changes to operating rules, breaches of security, and outages.

Risks of using Blockchain Technology include, but are not limited to, delays and errors in transmission of your Digital Assets or complete losses of your Digital Assets. You agree that these risks may materially impact your transactions while using the Platform, which could result in the loss of the transaction or a complete loss of your Digital Assets. As the Blockchain Technology supporting the Platform is constantly

under development we cannot guarantee or otherwise ensure full security, fidelity, operation, accuracy, or completeness of any Blockchain Technology or the Platform's interaction with any Blockchain Technology. You acknowledge that our Platform may be subject to flaws and that you are solely responsible for evaluating and you represent and warrant that you have the skill and ability to evaluate and understand the risks of using our Platform with any associated Blockchain Technology.

19. Supported Digital Assets

Under no circumstances should you attempt to use your Digital Wallet to store or transact any non-compatible Digital Assets. PLEASE BE AWARE THAT ANY NON-COMPATIBLE DIGITAL ASSET MAY BE LOST OR UNRETRIEVABLE: IF YOU ATTEMPT TO STORE SUCH DIGITAL ASSET IN YOUR DIGITAL WALLET.

20. Fees and Costs

Where you use the Platform, you may be required to pay a fee where necessary, including but not limited to any third party fees. Specific fees for any specific services offered by the Platform may be described in further detail as required. You are solely responsible for paying all fees, and we are not liable to you for any delays in any transactions where you have failed to pay any fees. Although we attempt to provide accurate fee information, this information reflects our estimate of fees. Such fees may vary from the actual fees that you pay to use Platform and/or the gas fees required for your Digital Assets.

21. Platform Availability and Modification

We do not guarantee that the Platform will always be available, work, or be accessible at any particular time. Specifically, we do not guarantee any uptime or specific availability of the Platform. You agree and acknowledge that the Platform uses remote access and may not always be either 100% reliable or available.

We reserve the right to alter, modify, update, or remove the Platform or any portions thereof, at any time at our discretion. We reserve the right to discontinue previously offered features or functionality at our sole discretion and without prior notice. We are not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of any portion of the Platform. We reserve the right to determine the timing and content of software updates, which may be automatically updated without notice to you. We may conduct such modifications to our Platform for security, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications or provide you access to previous versions of our Platform. Nothing in this section obligates us to take measures to update the Platform for security, legal, or other purposes.

22. Third Parties

We are not a party to any agreements that you may enter with any third party. Odee EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY ARISING OUT OF YOUR INTERACTIONS WITH THIRD PARTIES, INCLUDING ANY THIRD PARTY CONTENT (DEFINED BELOW), AND ANY LOSS OR INJURY ARISING OUT OF ANY ACT OR OMISSION OF ANY THIRD PARTY OR ANY THIRD

PARTY CONTENT. Odee is not liable for the acts, errors, omissions, representations, warranties, breaches, negligence, misconduct of any third party or for any personal injuries, death, property damage, or other damages (including lost profits, or expenses resulting from any agreements or interactions with third parties).

23. Third Party Content

Through the Platform, third party information may be accessed, and you may be able to interact with third parties (“Third Party Content”). Odee does not introduce, endorse, or recommend any third parties or any third party’s Third Party Content to you or vice versa. Any opinions, advice, or information expressed by any third party are those of the individual/organization, and they do not reflect the opinions of Odee. Odee does not direct, is not an employer of, has no control over, makes no representations, and does not guarantee the quality, safety or legality of any third party or any Third Party Content. Please be aware that any Third Party Content posted may not be truthful, accurate, or up-to-date.

24. Termination

We may terminate your access to the Platform or this Agreement with you if we determine that: (1) you have violated any Applicable Laws while using our Platform; (2) if you have violated this Agreement or any other of our policies; or (3) if we believe that any of your actions may harm Odee or a third party, at our sole decision or discretion. Please be aware that upon termination of your access to the Platform, portions of our Platform may be immediately disabled. Where termination has occurred, portions of this Agreement shall survive and remain in full force as stated in the “Survival” section of this Agreement.

25. Taxes

Depending on the Applicable Laws of your jurisdiction you may be required to pay taxes related to your usage of the Platform. You agree that you are solely liable for any taxes and any tax compliance related to your use of the Platform, any Top Up Services, or activity involving your Digital Wallet. We shall not be liable for any taxes incurred by you under any Applicable Laws. Where requested by us, you agree to provide us with documentation verifying proper payment of taxes in accordance with any Applicable Laws.

26. Fraudulent Transactions

If we believe that you have participated in a fraudulent transaction we will pursue our claims against you to the fullest extent allowed by law and we reserve the right to take any action necessary regarding any fraudulent transactions. In the event that we believe that a user has completed a fraudulent transaction, we may forward your information to the applicable law enforcement agency, which may result in civil or criminal penalties.

27. NFT Services

The Platform may assist you in purchasing NFTs (defined below) using financial instruments such as a debit card or credit card (along with any other associated services collectively referred to as “NFT Services”). Where available and offered by Odee, Odee may sell NFTs to you that Odee purchases from third party controlled NFT businesses or marketplaces (“NFT Vendor(s)”), You understand that Odee has no control over and is not responsible for any activity conducted by you or any third parties (including any NFT Vendors). You acknowledge and agree that you are solely responsible and liable for your interactions with any third parties and Odee is not a party to any such agreements that you may enter into with such third parties. Prior to your use of the NFT Services you may be required to agree to such NFT Vendors’ terms of service or other applicable agreement. Your use of the NFT Services may not violate any separate agreements you have with any NFT Vendors. Additionally, no portions of any agreements you enter into with any NFT Vendors may abridge our rights or your obligations under this Agreement. Odee makes no representations or warranties, express or implied, written or oral, made by or on behalf or in connection with any third party (including any NFT Vendors), including any representations or warranties of title, non-infringement, functionality, merchantability, profit, usage, security suitability or fitness for any particular purpose, workmanship or technical quality of any NFT. Although the NFT Services may be available through an NFT Vendor’s website, Odee does not introduce, endorse, or recommend, any NFT Vendors to you and you are solely responsible for evaluating all portions of your interactions with such NFT Vendors.

28. NFTs

“NFT(s)” are digital goods on the Blockchain Technology with unique identification codes and metadata that distinguish each NFT as unique from another. The NFTs offered for purchase are not virtual currencies, such as Ethereum, Bitcoin, or stablecoins. Such virtual currencies can be exchanged for a store of value equivalency while NFTs cannot be exchanged at equivalency, meaning that one NFT is not necessarily worth the same amount as another NFT. Each NFT made available via the Odee Platform is a digital good that is considered an artistic collectible with each NFT having a variety of different designs, characteristics, and attributes. Specifically, Odee does not make its NFT Services available to purchase any fractionalized NFTs or other NFTs that otherwise would be considered securities, derivatives , or other financial instruments. You are solely responsible for verifying the rights and authenticity of any NFT you purchase through the NFT Service, as well as any, including transfer of rights, rights to sell, interest in copyrights, and other intellectual property rights applicable to any NFT purchased through the NFT Services. Odee is not responsible for and does not verify any descriptions of NFTs provided on NFT Platforms.

29. Funding and Credit Card Authorization

Where you wish to use our NFT Services you must fund your purchase via a financial instrument such as a credit card or debit card as permitted by us. You authorize us (and any designated payment processor or other service provider) to pre-authorize the full amount (or any reasonable amount in excess of the full amount) to the financial instrument you designate. You also authorize us to collect and store that financial instrument’s information, along with other related transaction information. Please be aware that where you use a credit card or debit card for any NFT Services we may pre-authorize amounts greater than the actual amount to be paid in order to ensure sufficient funds. Odee may use a third party payment processor to process payments on our behalf and where applicable, you must agree to our third party payment processors’ terms and conditions for processing payments. All information that

you provide in connection with a payment or transaction must be accurate, complete, and current, failure to provide accurate, complete and current payment information shall result in a cancellation of the transaction.

30. Top UP Fees

You agree to pay all fees stated, charged, and incurred for your use of the Top Up Services. Please be aware that fees prior to logging in are merely an estimate of the final fees to be paid for the Top Up Services. The final fees shall be displayed at the time of checkout and such fees may fluctuate and vary due to gas costs, Blockchain Technology fees, fees charged by us, transaction costs, service fees, fiat to virtual currency conversion prices and other charges that are beyond our control. You agree to all final fees stated on the Platform prior to your execution of a Digital Asset Transaction. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL FEES AND YOU AUTHORIZE US TO CHARGE YOUR PAYMENT METHOD ON FILE FOR THE FULL AMOUNT OF SUCH FEES REGARDLESS OF ANY VARIANCE BETWEEN THE ESTIMATED FEES AND THE FINAL FEES OWED FOR USE OF THE TOP UP SERVICES. Please be aware that the fees charged may vary and fluctuate due to circumstances outside of our control. We are not liable to you for any changes in fees where you fail to execute a Digital Asset Transaction in a timely manner.

31. NFT Fees

You agree to pay all fees charged and incurred for any NFT made available for purchase via the Platform and through the NFT Services. Please be aware that fees prior to logging in are merely an estimate of the final fees to be paid for the NFT Services. The final fees shall be displayed at the time of checkout and such fees may fluctuate and vary due to gas costs, fees charged by us, transaction costs, service fees, fiat to virtual currency conversion prices and other charges that are beyond our control. You agree to all final fees listed at the time prior to checkout. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL FEES AND YOU AUTHORIZE US TO CHARGE YOUR PAYMENT METHOD ON FILE THE FULL AMOUNT OF SUCH FEES REGARDLESS OF ANY VARIANCE BETWEEN THE ESTIMATED FEES AND THE FINAL FEES OWED FOR USE OF THE NFT SERVICES.

32. NFT Transaction

Through the Platform's NFT Services you may be able to initiate, pay for, and complete a purchase of an NFT (each an "NFT Transaction"). Please verify and ensure that all information related to your Digital Wallet is accurate, current, and complete. We are not responsible for any NFT Transaction issues related to your Digital Wallet including but not limited to a mis-typed Digital Wallet address or failure by your Digital Wallet to receive an NFT. Each NFT Transaction is not completed until such purchase and transaction is verified on the Blockchain Technology. Please be aware that we are not in control of any NFT Transaction completion or transaction times since completion of such transaction and any associated transaction times are solely controlled by the Blockchain Technology. cancelled, incomplete, late, mis-transacted, or erroneously transacted.

33. NFT Transaction Refunds

In some instances an NFT Transaction may not be completed due to situations which may be outside of our control. Such situations may include but are not limited to, limitations of the Blockchain Technology, incomplete payment information, transaction cancellation, failure by a payment processor, previous purchase of underlying NFT by a third party, late transaction submission, or other issues (collectively “NFT Transaction Cancellation”). Where an NFT Transaction Cancellation (except for Concurrent Transactions (defined below) occurs Odee shall notify you and refund you the total fees paid or pre-authorized for that specific NFT Transaction to the same financial instrument that you used to initiate the NFT Transaction. Please be aware that due to processing times such refund may take a few days to process.

34. Concurrent Transactions

Due to the nature of Blockchain Technology it is possible for a concurrent transaction (“Concurrent Transaction”) to occur. Concurrent Transactions may occur where two submitted payments for an NFT are submitted in close proximity to each other. Where a Concurrent Transaction occurs when using the NFT Services instead of receiving the specific NFT requested to your Digital Wallet you shall instead receive cryptocurrency equal to the NFT purchase price. As we do not control the Blockchain Technology you release us from all liability related to any Concurrent Transactions and you agree that your sole remedy for any Concurrent Transaction is the receipt of cryptocurrency in lieu of your requested NFT through the NFT Services. We will not be able to process any refund requests for any Concurrent Transactions that occur through the NFT Services.

35. Cancellation of an NFT Transaction

You agree that upon initiation of an NFT Transaction through the checkout screen on the Platform, you cannot reverse, refund, or otherwise cancel an NFT Transaction. We reserve the right to refuse to process, cancel, or reverse, any NFT Transactions if we suspect the NFT Transaction may involve illicit activity like money laundering, terrorist financing, fraud, any crime, is in violation of any prohibition found in this Agreement or Applicable Law. Additionally, we reserve the right to refuse to process, cancel or reverse any NFT Transaction if we believe that you have violated this Agreement or if your actions may harm us or a third party. We reserve the right to report, suspend and/or terminate your account or your use of the Platform for such suspected activity.

36. Taxes for NFTs

Depending on the Applicable Laws of your jurisdiction you may be required to pay taxes related to your use of the NFT Services and you may be required to report transactions to relevant governmental authorities in accordance with Applicable Laws. You agree that you are solely liable for any taxes and any tax compliance related to your use of the Platform, any NFT Services, or activity involving your Digital Wallet. We shall not be liable for any taxes incurred by you under any Applicable Laws.

37. Banking Fees and Chargebacks

You expressly agree that you will not reverse or attempt to reverse any NFT Transaction submitted. You also agree that we may deduct or charge any amounts associated with or owed to us for any reversed NFT Transaction through whatever method including but not limited to a chargeback or charge reversal. We may also deduct, charge, or otherwise offset any amounts that may be owed to us by virtual currency held by you through the Platform. You are solely responsible for maintaining any credit limits or paying for any reversal fees related to any chargebacks.

38. No Custody or Conversion

At no time during an NFT transaction or your use of the NFT Services does Odee hold custody over your funds and Odee is specifically not your payment agent or intermediary. Further, Odee does not convert your funds into virtual currency to use for purchase of your NFT. During your NFT Transaction you merely pay Odee the fees as required for the NFT Services, which includes the purchase price of the NFT, and Odee shall use its own virtual currency (which exclude any funds you are providing to Odee for that specific NFT Transaction) to purchase the NFT requested for any NFT Transaction and send such NFT to the Digital Wallet address provided by you upon confirmation of such transaction on the Blockchain Technology. Any issues with custody, ownership, or other rights must be directly resolved with the NFT Vendor or other third party.

39. Intellectual Property

The name "Odee", "Odee Digital Inc., Inc.", "Odee Digital Inc.", "Odee Digital Sp. z.o.o.," the Odee logo, the Platform, any associated software, and the trademarks, marks, and logos contained therein ("Odee Intellectual Property"), are owned by or licensed to Odee or its licensors. The Odee Intellectual Property is subject to copyright and other intellectual property rights under US laws and international conventions. You agree to not engage in the use, unauthorized access, copying, or distribution of the Odee Intellectual Property, unless we have given you express written permission. All rights not expressly granted are hereby reserved for Odee and its licensors.

40. Assumption of Risk

Transacting Digital Assets or using Blockchain Technology involves significant risks and potential for financial losses which may result in the theft or loss of some or all of your Digital Assets. Such risks include without limitation the following:

- the Digital Assets and the Blockchain Technology are constantly under development making your Digital Assets vulnerable to hacking, breaches in security, flaws, errors, bugs, failures, loss, theft, and fraud (whether due to Odee or otherwise);
- Digital Assets may fail to operate, lose all value, or be changed in a manner including without limitation a fork or rollback of the underlying Blockchain Technology;
- the Digital Assets may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, changes to the underlying Digital Asset or

Blockchain Technology. Such factors could cause transaction costs to increase which may impact your use of the Platform;

- suspension or cessation of support for a Digital Assets by Blockchain Technology service providers may result in a total loss or inability to transfer or access any Digital Assets; and
- Digital Assets may lose value or functionality due to governmental action, laws, or regulation as there is uncertainty to the legal status and categorization of Digital Assets. Such actions could result in the loss of access to the Platform.

You hereby assume and agree that Odee will have no responsibility or liability for such risks. You hereby irrevocably waive, release, and discharge any and all claims, whether known or unknown to you, against Odee, its affiliates and their respective shareholders, members, directors, officers, employees, contractors, agents, and representatives related to any of the risks set forth herein. You accept the risk of all use of the Digital Assets and are responsible for conducting your own independent analysis of the risks specific to the Digital Assets. You should not acquire any Digital Assets unless you have sufficient financial resources and can afford to lose all value of the Digital Assets.

41. Limitation of Liability

IN NO EVENT SHALL ODEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ODEE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT ALLOW A LIMITATION ON LIABILITY, YOU AGREE THAT OUR LIABILITY IS NO MORE THAN THE AMOUNT YOU PAID IN THE PAST SIX MONTHS IN ANY FEES (EXCLUDING GAS) TO ACCESS THE PLATFORM OR ONE-HUNDRED US DOLLARS (USD\$100.00), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ODEE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY BETWEEN JURISDICTIONS. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (A) PERSONAL INJURY CAUSED BY ODEE'S NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS; (B) FRAUDULENT MISREPRESENTATION; OR (C) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE. YOU AGREE THAT THE EXCLUSIONS AND LIMITATION OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, PLEASE DO NOT USE OUR PLATFORM.

42. Release

YOU EXPRESSLY AGREE THAT YOU ASSUME ALL RISKS IN CONNECTION WITH YOUR ACCESS AND USE OF THE PLATFORM OR YOUR INTERACTION WITH THE PLATFORM, WHETHER SUCH RISKS ARE SET FORTH IN THIS AGREEMENT OR OTHERWISE. YOU EXPRESSLY WAIVE AND RELEASE US FROM ANY AND ALL LIABILITY, CLAIMS, OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE PLATFORM OR ANY RISKS ARISING FROM SUCH USE AND SUCH RELEASE IS SUBJECT TO THE LIMITATIONS SET FORTH. YOU RELEASE ODEE AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT, OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND

UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE WITH ANOTHER USER, THE PLATFORM OR OTHER THIRD PARTY.

43. Indemnity

YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD Odee AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR BREACH OF THIS AGREEMENT; (II) YOUR IMPROPER USE OF THE Odee PLATFORM; (III) YOUR INTERACTION WITH ANY OTHER USER OR OTHER THIRD PARTY INCLUDING WITHOUT LIMITATION ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF SUCH INTERACTION; AND (IV) YOUR BREACH OF ANY APPLICABLE LAWS, REGULATIONS OR THIRD-PARTY RIGHTS. YOU AGREE THAT THIS INDEMNITY EXTENDS TO REQUIRING YOU TO PAY FOR OUR REASONABLE ATTORNEYS' FEES, COURT COSTS, AND DISBURSEMENTS. IN THE EVENT OF A CLAIM SUCH AS ONE DESCRIBED IN THIS PARAGRAPH, WE MAY ELECT TO SETTLE WITH THE PARTY/PARTIES MAKING THE CLAIM AND YOU SHALL BE LIABLE FOR THE DAMAGES AS THOUGH WE HAD PROCEEDED WITH A TRIAL.

44. No Warranties

THE PLATFORM IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER Odee, NOR ANY OF THEIR EMPLOYEES, CONTRACTORS, MANAGERS, OFFICERS, ASSIGNS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, LOST PROFITS, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. THE INCLUSION OF ANY DIGITAL ASSETS ON THIS PLATFORM DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION BY Odee. Odee DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND Odee SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES.

45. Choice of Law and Informal Resolution

This Agreement shall be governed by the laws as set forth below depending on whether you are a US User or an EU User. Specifically, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

For any dispute or claim that you have against Odee, before seeking mediation, arbitration, or any other form of legal relief, you agree to first contact Odee and attempt to resolve the claim informally by sending a written notice of your claim ("Notice"). The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our Notice to you will be similar in form to that described above. Where we receive or send such a Notice, you and Odee shall attempt in good faith to resolve such claims in an informal manner. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or

arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision.

46. Arbitration

- **US Users** If you are a US User, please read the following section carefully because it requires you to arbitrate certain disputes and claims with Odee and limits how you can seek relief from Odee. Also, Odee arbitration precludes you from suing in court or having a jury trial. Where you are a Canadian or US User, you agree to the following dispute provisions as set forth in this Section 40. Each Canadian or US User and Odee agree that any dispute arising out of or related to this Agreement ("Dispute"), including, but not limited to, the validity, construction, and performance of this Agreement, shall be governed by and under the laws of British Columbia, Canada, without giving effect to conflict of laws principles thereof.
- **Binding Arbitration** If you and Odee cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, either party may submit the dispute to binding arbitration administered by JAMS ("Binding Arbitration" or "Arbitration"). If there is a dispute about whether this arbitration provision can be enforced or applies to the Dispute, you and Odee agree that the arbitrator will decide that issue. However, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. You and Odee agree that arbitration under this Agreement will substantially and procedurally be governed by the Federal Arbitration Act, 9 U.S.C. §1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. The arbitration will be administered by JAMS before one (1) arbitrator. Arbitration proceedings will be held in Vancouver, British Columbia Canada in English, under the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules"). The most recent version of the JAMS Rules may be found at <https://www.jamsadr.com/> and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The location of the arbitration shall be Vancouver, British Columbia, Canada, or a location agreed upon by the parties. Where a Dispute does not exceed \$15,000 such Dispute shall be arbitrated solely via pleadings and documents. Both parties agree that they shall solely be responsible for paying for any fees related to any arbitration resolution. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. In the event that the law does not permit the above-mentioned dispute to be resolved through arbitration, you agree that any actions shall be brought solely in a court of competent jurisdiction located within or otherwise nearest to Vancouver, British Columbia, Canada.
- **Opt-Out** You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted this Agreement by notifying us with a communication labeled "Arbitration Opt Out" to support@Odee.com or by mail at Odee Digital Inc., 398-2416 Main St Vancouver BC V5T 3E2 Canada. In order to be effective, the opt out notice must include your full name, any identifying information, and must clearly indicate your intent to opt out of binding arbitration. If

you have decided to opt out of Binding Arbitration, all Disputes shall be heard in a court of competent jurisdiction located in Vancouver, British Columbia Canada.

- **Exceptions to Arbitration** User agrees that all Disputes shall be arbitrated, except for as provided above and as follows: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; and (ii) any claim seeking emergency injunctive relief based on exigent circumstances such as, imminent danger or commission of a crime. Such claims shall be brought before a judicial proceeding in a court of competent jurisdiction located within New Castle County, DE.
- **Class Action** YOU UNDERSTAND AND AGREE THAT YOU AND Odee MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND Odee BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. Notwithstanding any other provision of this Agreement, the Arbitration provisions or any associated rules or the disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Disputes, the class, collective, and/or representative action on such Disputes must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

47. PAGA Waiver

Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, each US User agrees: (1) You and Odee agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under California PAGA, both you and Odee agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether You have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the arbitration section or the associated rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on any arbitration provisions or the requirement that any remaining Disputes be arbitrated on an individual basis pursuant to the arbitration provisions; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Disputes to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those

Disputes, the parties agree that litigation of those Disputes shall be stayed pending the outcome of any individual Disputes in arbitration.

48. EU User Dispute Resolution

Where you are an EU User you agree that any dispute between you and Odee shall be decided under the laws of the Republic of Poland including, but not limited to, the validity, construction, and performance of this Agreement, without giving effect to conflict of laws principles thereof. Any disputes regarding the Agreement all be settled first through good faith informal negotiations. If the EU User and Odee fail to resolve the dispute through negotiation, the disputes shall be settled by Harju county court, pursuant to the procedure provided by the law of the Republic of Poland.

49. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, internet outage, contagion, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

50. Notices

All Notices required for Odee under this Agreement shall be sent to the following addresses:
EU Users: Odee Digital Sp. Z.o.o., Warsaw 116/52 Piotrkowska Street 90-006 Łódź Republic of Poland
Canada and US Users: Odee Digital Inc., 398-2416 Main St Vancouver BC V5T 3E2 CANADA
International Users: Odee Digital Pte Ltd, 37 Kallang Pudding Rd #03-01 Singapore 349315
Any Notices required to be sent to you shall be sent to the contact information located within your profile.

51. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement or any other agreement you may have with Odee are deemed to conflict with each other's operation, you agree that Odee shall have the sole right to elect which provision remains in force.

52. Entire Agreement

This Agreement along with the Odee NFT Terms, and Privacy Policy and any other supporting agreements provided by Odee constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Where this Agreement directly and explicitly conflicts with the Odee NFT Terms or the Privacy Policy, this Agreement shall control as applicable. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each party. Where this Agreement conflicts with our Privacy Policy or any other documentation listed on our website this Agreement shall supersede and control.

53. Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

54. Survival

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, Odee Intellectual Property provisions including use of the Platform, User eligibility, User covenants, representations and warranties, choice of law, disputes, limitation of liabilities, release, arbitration, PAGA and class action waivers, indemnity, fees and costs, provisions related to NFT Services, assumption of risk, warranty disclaimers, indemnity and miscellaneous provisions.

55. Assignment

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

56. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Platform.

57. Export Controls

The Platform and the underlying information and technology may not be downloaded, accessed, or otherwise exported or re-exported (1) into (or to a national or resident of) any country to which Canada has currently embargoed goods; or (2) to anyone on Canada. By downloading or using the Platform, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws.

58. Platform Issues

If you have any issues with the Platform, please contact us via the Platform.

59. Electronic Communications

The communications between you and Odee use electronic means, whether you visit the Platform or send Odee emails, write in the Odee Discord, or whether Odee posts notices on the Platform or communicates with you via email. For contractual purposes, you (1) consent to receive communications from Odee in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Odee provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.