



AC3 User Agreement

Effective Date: January 31, 2018

This User Agreement (“Agreement”) is made between Hacksaw International Inc. (“Company”) and you (“User”) when you complete the process to download, utilize, or operate any software, data processing service, application, communication service, or other content created or offered by Company, including, but not limited to, the AC3 Wallet application (“Software”). Company and User are collectively referred to as the “Parties.”

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SOFTWARE, USER EXPRESSLY AGREES THEY READ, UNDERSTOOD, AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE USER IS NOT AUTHORIZED TO ACCESS, USE OR INSTALL ANY PART OF THE SOFTWARE.

1. SERVICE TERMS AND LIMITATIONS

a. Description. The Software functions as a free, open source, digital cryptocurrency wallet. The Software does not constitute an account by which the Company or any other third parties serve as financial intermediaries or custodians of User’s AC3 or any other cryptocurrency.

While the Software has undergone beta testing and continues to be improved by feedback from users and the broader development community, open-source contributors and beta-testers, the Company cannot guarantee there will not be bugs in the Software.

USER ACKNOWLEDGES THAT USER’S USE OF THIS SOFTWARE IS AT USER’S RISK, DISCRETION AND IN COMPLIANCE WITH ALL APPLICABLE LAWS. User is responsible for safekeeping User’s passwords, PINs, private keys, backup recovery mnemonic phrases, and any other codes User uses to access the Software or any information.

IF USER LOSES ACCESS TO USER’S CRYPTOCURRENCY WALLET OR PRIVATE KEYS AND HAS NOT SEPARATELY STORED A BACKUP OF USER’S CRYPTOCURRENCY WALLET OR BACKUP RECOVERY MNEMONIC PHRASE(S) AND CORRESPONDING PASSWORD(S), USER ACKNOWLEDGES AND AGREES THAT ANY AC3 WILL BECOME INACCESSIBLE. All transaction requests are irreversible.

The Company and its shareholders, directors, officers, employees, independent contractors, affiliates and agents cannot guarantee transaction confirmation or retrieve User’s private keys or passwords if User loses or forgets them.

b. Accessibility. User agrees that from time to time the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.

c. Equipment. User shall be solely responsible for providing, maintaining and ensuring compatibility with the Software, all hardware, software, electrical and other physical requirements for User’s use of the Software, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Software.

2. LIMITATIONS

- a. Security. User shall be solely responsible for the security, confidentiality and integrity of all information and content that User receives, transmits through or stores on the Software. User shall be solely responsible for any authorized or unauthorized access to any account of User by any person. User agrees to bear all responsibility for the confidentiality of User's security devices, information, keys, or passwords.
- b. Privacy. When reasonably practicable, Company will attempt to respect User's privacy. Company will not monitor, edit, or disclose any personal information about User or User's account, including its contents or User's use of the Software, without User's prior consent unless Company has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of Company; (iii) enforce this Agreement; (iv) protect the interests of users of the Software other than User or any other person; or (v) operate or conduct maintenance and repair of Company's services or equipment, including the Software as authorized by law. User has no expectation of privacy with respect to the Internet generally. User's IP address may be transmitted and recorded with each message or other information User sends from the Software.

3. TAXES AND FEES

All currency conversion charges, third party fees, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon, whether imposed now or hereinafter by any governmental entity fees incurred by User by reason of User's access, use or installation of the Software shall be the sole responsibility of User.

4. USER REPRESENTATIONS

User represents and warrants to Company that: (a) User is at least eighteen years of age (18) (or the legal age of majority in their jurisdiction) and has the power and authority to enter into and perform User's obligations under this Agreement; (b) all information provided by User to Company is truthful, accurate and complete; (c) User will comply with all laws and regulations of any applicable jurisdiction with regard to the User's access, use or installation of the Software; (d) User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth at Section 5; and (e) User has provided and will provide accurate and complete information as required for access, use or installation of the Software.

5. PROHIBITED USES

User is solely responsible for any and all acts and omissions that occur under User's account, security information, keys or password, and User agrees not to engage in unacceptable use of the Software, which includes, without limitation, use of the Software to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the any

applicable jurisdiction, or without all required approvals, licenses or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Software or any other computer network; or (g) disseminate, store or transmit viruses, trojan horses or any other malicious code or program.

6. TERMINATION

This Agreement is effective upon User's acceptance as set forth herein and shall continue in full force so long as User engages in any access, use or installation of the Software. Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Software; (b) suspend User's access to or use of all or any portion of the Software; and (c) terminate this Agreement.

7. DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SOFTWARE IS AT USER'S SOLE RISK. COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY OF NONINFRINGEMENT.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL THE COMPANY OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS, OR ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE COMPANY OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AFFILIATES OR AGENTS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR IN ANY WAY RELATED TO USER'S ACCESS, USE OR INSTALLATION OF THE SOFTWARE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH THE SOFTWARE, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE SOFTWARE.

9. INDEMNIFICATION

User agrees to indemnify, hold harmless and defend Company, its shareholders, directors, officers, employees, independent contractors, affiliates and agents ("Indemnified Parties") from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement; (b) User's access, use or installation of the Software, including any data or work transmitted or received by User; and (c) any unacceptable use of the Software by any person, including, without limitation, any statement, data or content made, transmitted or republished by User or any person which is prohibited as unacceptable under Section 5.

THIS INDEMNIFICATION INCLUDES THE EXPRESS INDEMNIFICATION OF COMPANY AND ALL INDEMNIFIED PARTIES FOR ANY ALLEGED NEGLIGENCE, ALLEGED GROSS NEGLIGENCE, OR OTHER ALLEGED MISCONDUCT OF COMPANY OR ANY INDEMNIFIED PARTIES.

10. INTELLECTUAL PROPERTY

The Company retains all right, title, and interest in and to all of the Company's brands, logos, and trademarks, including, but not limited to, Hacksaw International Inc., AC3 wallet, AC3 software, AC3 App, variations of the wording of the aforementioned brands, logos, and trademarks.

11. MISCELLANEOUS

- a. Amendment. Company will make reasonable efforts to notify User of additions, modification, or changes to the terms of this Agreement through notices posted to the website. Company retains the right to at any time and without notice, to add to or modify the terms of this Agreement, by delivering notice of and links to such amended terms to User by electronic message through any medium to any address provided to Company by User. User's access to or use of the Software after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.
- b. Severance. If any provision or part-provision of this Agreement is, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Article shall not affect the validity and enforceability of the rest of this Agreement.
- c. Entire Agreement – Disclaimer of Reliance. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the Parties. Each Party expressly warrants and represents that: a) it has authority to enter this Agreement; and b) it is not relying upon any statements, understandings, representations, expectations or agreements other than those expressly set forth in this Agreement.
- d. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION.
USER AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR

INDEPENDENT CONTRACTOR OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE), WHETHER BROUGHT ON AN INDIVIDUAL, GROUP, OR CLASS BASIS, ARISING OUT OF, RELATING TO, OR RESULTING FROM USER'S AGREEMENT TO THESE TERMS AND/OR USE OF THE AC3 APP, WEBSITE, OR OTHER SERVICES WITH THE COMPANY SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 THROUGH 1294.2, INCLUDING SECTION 1281.8 (THE "AC7") AND PURSUANT TO CALIFORNIA LAW.

THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT.

DISPUTES WHICH USER AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW.

USER FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH USER.

USER AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("**JAMS**") PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES (THE "**JAMS RULES**"). USER AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. USER AGREES THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. USER ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. USER AGREES THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. USER AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. USER FURTHER AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SAN FRANCISCO, CALIFORNIA.

e. REMEDY. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN USER AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER USER NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.