

TERMS OF USE

Please read the following Terms and Conditions (the “Agreement”) carefully, before using the services offered by BAM.Money, Inc. (“BAM.money”). The website, www.bam.money (“Website”) is registered under the name of BAM.Money. By using or visiting the Website and any of the adjoining services (collectively “Services”), you as the “User” agree to be bound by this Agreement. **This Agreement and any other Agreement signed between the Parties on connection of this Agreement, applies to all kinds of Users including but not limited to intermediaries and other kinds of Users.** BAM.Money reserves the right to change or create User categories.

Use of this Website, including the communications made using the Website may be monitored, tracked, recorded and transferred to third parties by BAM.money as per the terms under this Agreement. Anyone using the Website expressly consents to the Agreement, as well as to such monitoring, tracking and recording.

AGREEMENT

User acknowledges and agrees that the use of the Website, including any and all information, statements, materials, articles, research, data, software, links to third party websites, products and services made available on or accessible through the Website (collectively, “Content”), is conditioned on the User’s strict adherence to the terms of this Agreement, and that such acceptance creates a valid and binding contract between the User and BAM.Money. Please note that the terms and conditions of this Agreement are in addition to any other agreements between the User and BAM.money, including any User Account Agreements, and any other agreements that govern the User’s use of the Website and the Content. By using the Website and the Content, User further agrees: (a) to comply with U.S. law regarding the transmission of any information through the Website; (b) not to use the Website for illegal purposes; and (c) not to interfere with, trespass on or disrupt the networks or computers and equipment connected to the Website. If, at any time, User does not wish to accept this Agreement, User must discontinue use of the Website and any Content obtained from the Website.

NO REPRESENTATION, SOLICITATION, RECOMMENDATION OR OFFER

Securities or financial instruments mentioned in the Website may not be suitable or appropriate for all investors. User’s particular needs, investment objectives and financial situation were not taken into account in the preparation of the Website. The fact that BAM.money has made or may make Content available on or accessible through the Website does not constitute a representation by BAM.money that any such Content is suitable or appropriate for User. The Content is for User’s personal or business use, and BAM.money is not soliciting any action based upon its provision. The Content is not to be construed as a recommendation or an offer to buy or sell, or the solicitation of an offer to buy or sell, or to enter into any transaction in respect of any security, financial product or other instrument from BAM.money. Although the information contained in the Content is obtained or compiled from or based upon information that BAM.money considers reliable, BAM.money does not represent or warrant that such information

is accurate, current or complete. User acknowledges that: (a) the Website is provided for informational purposes only; (b) the Website may include information taken from thirdparty sources; and (c) any reliance on any portion of the Content shall be at User's sole risk.

BAM.money does not own, sell, resell, provide, control, manage, offer, or supply any assets. Users and Users alone are responsible for their listings on the Website. When investor Users contact an existing asset holder User regarding a specific asset, they are entering into a contract directly with each other. BAM.money is not and does not become a party to or other participant in any contractual relationship between the Users. BAM.money is not acting as an agent or broker in any capacity for any User.

INTELLECTUAL PROPERTY

The Website, including the Content in the website such as the curation and organization of information provided by the Users (excluding the information proprietarily owned by the User) is owned by BAM.money or its licensors, and is protected under the copyright, trademark, data misappropriation, unfair competition, or other intellectual property laws of the U.S. Third party trademarks and service marks are the property of their respective owners. All other service marks and trademarks displayed on the Website are registered and unregistered service marks and trademarks of BAM.money. The Website is further protected as a collective work and/or compilation under U.S. copyright and other laws. Using, copying, downloading, reformatting or storing any portion of the Website for other than personal use, unless such use constitutes "fair use" under the Copyright Act of 1976 (17 U.S.C. §107), as amended, and except for one temporary copy in a single computer's memory, without the prior written consent of BAM.money or the relevant licensor is expressly prohibited. User shall not modify, sell, display, distribute, publish, scrape, transmit, broadcast or otherwise disseminate the Website or the Content to others without BAM.money's prior written consent. User agrees to abide by all applicable copyright, trademark and other intellectual property laws and with all additional copyright and trademark notices, information, and restrictions contained in any of the Content.

Use of this Website, does not permit the User to acquire any rights in BAM.money's intellectual property. The User will be held liable if BAM.money's intellectual property is unbundled or separated or used as a stand-alone product.

By using and accessing the Website, User agrees to keep all information it learns about companies, assets, funds and investment opportunities on the Website private and strictly confidential.

FEES

Registration with BAM.money is currently subject to User Fees. The User Fee is under the exclusive control of BAM.money and BAM.money reserves the right to review and update the fees at any time. The User has the right to refuse the updated fee but acknowledges that such refusal may lead to the termination of BAM.money services.

BAM.money reserves the right to charge differential User Fees for Users holding different assets and categorized differently, that may be based on the size, volume, type of the assets and type of

action. BAM.money will provide email notification to the User regarding the applicable User Fees. The User Fee is non-refundable.

Upon acceptance of this Terms of Use, the User shall be redirected to the detailed Payment Terms document. Users will be required to accept that document prior to proceeding into the BAM.money Website. Once accepted, the Payment Terms and this Terms of Use will be binding on the User.

BAM.money reserves the right to change the charges for the usage of the Website and the services under the Agreement at any time subject to a respective modification of the Agreement. The User will have the opportunity to reject these changes upon notification. However, User should provide email notification of its rejection. Upon rejection, User shall stop using the BAM.money Website immediately.

All pricing information contained in this document or in the Payment Terms is BAM.money proprietary and confidential information and User shall maintain confidentiality regarding the same.

TAXES

Each Party will pay any taxes now or hereafter imposed by law on the respective pParty unless otherwise provided by the Agreement.

DISCLAIMER OF WARRANTIES

THE WEBSITE, INCLUDING THE CONTENT, IS PROVIDED "AS IS." BAM.money, ITS LICENSORS, AND THEIR OFFICERS, DIRECTORS, AND EMPLOYEES (COLLECTIVELY, THE BAM.money PARTIES"), MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AS TO THE WEBSITE OR ANY PORTION THEREOF OR RELATING TO ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED WEBSITE, UNLESS SUCH REPRESENTATIONS, WARRANTIES AND GUARANTEES ARE NOT LEGALLY EXCLUDABLE. BAM.money HAS NO RESPONSIBILITY TO MAINTAIN THE WEBSITE OR ANY PORTION THEREOF OR TO SUPPLY ANY CORRECTIONS, UPDATES, OR RELEASES THERETO. BAM.money HAS NO RESPONSIBILITY REGARDING THE ACCURACY AND TRUTHFULNESS OF THE INFORMATION EXCHANGED ON THE WEBSITE BETWEEN THE UserS. BAM.money DOES NOT WARRANT THAT THE WEBSITE OR ANY PORTION THEREOF WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER ON WHICH IT IS HOSTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SOFTWARE THEREIN IS COMPATIBLE WITH USER'S EQUIPMENT. AVAILABILITY OF THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY BAM.money,

ITS EMPLOYEES OR LICENSEES WILL CREATE A WARRANTY OR GUARANTY, NOR MAY USER RELY ON ANY SUCH INFORMATION OR ADVICE.

BAM.money does not claim to be and is not a BROKER, DEALER OR INVESTMENT ADVISOR AND NOTHING HEREIN SHALL CONSTITUTE A SALE OR OFFER TO BUY OR SELL OR RECOMMEND ANYTHING. THE USER SHALL MAKE THEIR OWN INVESTMENT DECISIONS BASED UPON THEIR PERSONAL DUE DILIGENCE INVESTIGATION AND OTHER PERSONAL INVESTMENT CRITERIA.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL BAM.money, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS (COLLECTIVELY "PARTIES"), BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. PARTIES HAVE NO LIABILITY TO THE USER OR TO ANY OTHER PERSON FOR THE QUALITY, ACCURACY, TIMELINESS, CONTINUED AVAILABILITY OR COMPLETENESS OF THE WEBSITE OR ANY PORTION THEREOF. IN NO EVENT WILL THE PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT USER OR ANY OTHER PERSON MAY INCUR IN CONNECTION WITH USER'S ABILITY OR INABILITY TO USE THE WEBSITE, OR ANY PORTION THEREOF, OR INTERRUPTION OF SERVICE, INCLUDING BUT NOT LIMITED TO, DELAYS OR INTERRUPTION OF INTERNET OR NETWORK SERVICES NOT OPERATED OR CONTROLLED BY THE BAM.money PARTIES, OR OMISSIONS OR INACCURACIES IN SUCH INFORMATION OR MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOSS OF REVENUE, EVEN IF ANY OF THE BAM.money PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS BAM.money's LIABILITY IN RESPECT OF A BREACH BY BAM.money OF ANY DUTY OR LIABILITY IT MAY HAVE TO USER UNDER APPLICABLE REGULATIONS OR LAWS; FRAUD, WILFUL MISCONDUCT OR FOR DEATH OR PERSONAL INJURY CAUSED BY BAM.money's NEGLIGENCE; OR ANY OTHER LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED. IT IS USER'S RESPONSIBILITY TO ENSURE THAT USER MAINTAINS ADEQUATE INSURANCE TO COVER ANY DAMAGES, LOSSES, COSTS OR EXPENSES USER MIGHT SUFFER IN THE EVENT OF ANY FAILURE OR UNAVAILABILITY OF THE WEBSITE.

USERS' REPRESENTATIONS and WARRANTIES

Unless otherwise expressly agreed in writing by BAM.money, the User represents and warrants, at the date on which it registers as User and continuously after the registration that:

- a. Status: it is either an individual, company, limited partnership, or other legal entity capable of entering into the Agreement duly incorporated or otherwise existing under the laws of the jurisdiction of its incorporation or creation; is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification; its stock are owned of record and beneficially by the shareholder; and is an accredited investor in terms of SEC regulations.
- b. Power and authority: it has: (i) the power to enter into, and perform its obligations under the Agreement and any Support Document to which it is a party to; (ii) taken all necessary action to authorize the entry into and performance of the Agreement and any Support Document to which it is a party to; and (iii) no waiver or consent of any person is required in connection with the execution, delivery, and performance by the User of any such agreement;
- c. Financial Statements: its financial statements fairly present the financial condition of the User at the dates of said statements and the results of its operations for the periods covered thereby and will be prepared in accordance with generally accepted accounting principles and practices consistently applied and consistent with the books and records of the User; and User is in a position to present proof of all such financials Upon finalization of any negotiation or transaction with the other party,
- d. No proceedings: no proceeding is pending, or to the knowledge of the User, threatened, involving the User, in which it is alleged that the nature of its business makes qualification necessary in any additional jurisdiction;
- e. Assets: (i) all information disclosed by the User regarding the Asset that is currently posted in the BAM.Money's platform is actual, accurate and real, (ii) it owns the Assets or is authorized to post the Asset on BAM.Money's website in order to facilitate its sale; (iii) there is no pending litigation against the Asset in question and therefore, the Asset is free to purchase; and (iv) the User has the authority to sell the Asset and no third-party permission is required.
- f. Obligations: its obligations under the Agreement and any Support Document to which it is a party to are legal, valid, binding and enforceable;
- g. No laws violated: the Agreement and any Support Document to which it is a party, will not: (i) violate or contravene any law to which it is subject; or (ii) result in a breach of any other agreement or obligation by which it is bound;
- h. Full disclosure: all information provided by it or on its behalf to BAM.money or to any other Users at any time in connection with the usage of BAM.money platform, the Agreement or any Support Document to which it is a party was true and accurate in all material respects and not misleading as at the date on which it was provided (whether by the omission of facts known to it or otherwise);
- i. Bankruptcy and insolvency: it is not and has never been adjudicated bankrupt; and it is able to pay its debts as they become due in the normal course of business.

User will promptly give written notice to BAM.money of any changes related to the above-given representations.

INDEMNIFICATION

User agrees to indemnify, defend and hold harmless BAM.money from and against any and all losses, liabilities, judgments, fines, settlements, damages, costs and expenses (including attorneys' fees) resulting from or arising out of any suits, actions, claims, demands, investigations, hearings or similar proceedings (collectively, "Proceedings") to the extent such Proceedings are based on or result from (i) User's inability to use the Website or any portion thereof, or any data, information, service, report, analysis or publication User derives therefrom; (ii) User's breach or violation of any term or condition contained herein; or (iii) User's violation of state or federal securities laws or regulations or any other person's rights, including but not limited to, infringement of any intellectual property, proprietary or privacy right of any thirdparty.

HYPERLINKS TO OR FROM THIRDPARTY WEBSITES

The Website may contain links to certain Internet websites sponsored and maintained by thirdparties. These Internet websites are not under the control of BAM.money. BAM.money does not investigate, monitor or review such thirdparty websites for accuracy, completeness or conformance with applicable regulations or laws. In addition, thirdparty websites may contain links to the Website. BAM.money is not responsible or liable for, and makes no representations or warranties, concerning the content of any such thirdparty websites. The fact that BAM.money has provided a link to a thirdparty website, or that a thirdparty website has provided a link to the Website, does not constitute an endorsement, authorization, sponsorship, or affiliation by BAM.money with respect to that website, its owners, or its providers. User accesses that website and any services or information provided therein at User's own risk.

COMPUTER VIRUSES

User shall not introduce into the Website any code, malicious or hidden procedures, routines or mechanisms that would inhibit other Users' access to the Website, or to enable or impair its operation, nor shall User access the Website to gain any unauthorized access to any computer system operated by BAM.money.

SUSPICIOUS ACTIVITY

If BAM.money determines that User is engaging in, or has engaged in, any suspicious activity, BAM.money reserves the right to terminate User's access to all or part of the Website immediately and, if deemed appropriate by BAM.money in its sole discretion, to notify any relevant governmental or regulatory authority.

BAM.money also reserves the right to bring a private action against the User if the alleged suspicious activity affects in any way BAM.money's reputation and business management.

BAM.money is committed to provide a secure experience to Users, whilst using the Website. Therefore, if any User individually comes across any suspicious activity taking place on the Website, they should inform BAM.money immediately.

In the event of a password theft, Users should promptly inform BAM.money and take all requisite measures to rectify the loss of information.

INCENTIVES

BAM.money may introduce different schemes to incentivize current and future Users. However, the process of incentivisation is purely under BAM.money's control. BAM.money may allow Users to share some specific asset/Website information to third parties for advertising purposes. However, this will be conducted within the Users and BAM.money's confidentiality obligations.

MODIFICATIONS TO THE AGREEMENT

BAM.money reserves the right, without notice and at its sole discretion, to modify any portion of this Agreement. User should continue to review this Agreement whenever accessing or using the Website. User's use of the Website after the posting of changes to the Agreement will constitute User's acceptance of the new Agreement, as modified, and User will be bound by any such changes as of the date they are first posted to the Website. BAM.money expressly rejects any terms and conditions proposed by User that are in addition to or that conflict with this Agreement and such proposed terms and conditions shall be of no force or effect.

ENFORCEABILITY AND GOVERNING LAW

If any provision of this Agreement is determined to be invalid, superseded, illegal or unenforceable, in whole or in part, the validity, legality or enforceability of any of the remaining provisions or notices shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Any dispute, controversy or claim arising out of or related to the Website or the Agreement shall be governed by and interpreted under the laws of New York County in the State of New York (excluding any rules of law that would lead to the application of the laws of any other jurisdiction). The User submits to the exclusive jurisdiction of the New York Courts.

TERMINATION

BAM.money, reserves the right to terminate this Agreement and suspend any or all services for any single or group of Users at any time via an email notification. Upon, termination, the User will no longer have access to the Website or any of the Services provided by BAM.money.

If a User uploads an asset on the BAM Portal and the sale or transfer of such an asset occurs either by using the portal or otherwise, the User is required to inform BAM immediately about the sale of the asset and promptly thereafter, TRANSFER OR remove the asset from the portal.

User's failure to notify and timely removal of the asset can lead to BAM.money levying appropriate digital penalties as may be appropriate on the User.

NO ASSIGNMENT

The User shall not assign or transfer any of its rights and obligations under this Agreement without BAM.money's prior written consent. BAM.money may assign or transfer its rights and obligations under this Agreement without the User's consent.