TERMS OF SERVICE

Last updated December 28, 2021

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you whether personally or on behalf of an entity ("you") and Trustio Inc. ("Company", "we", "us", or "our"), concerning your access to and use of the https://trustio.co website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Webapp"). We are registered in Delaware, United States and have our registered office at 1221 College Park Drive, Suite 116, Dover, DE 19904. The Webapp provides an online invoicing, payment, and project management platform for the following services: consulting services; freelancing services; household services; home improvement services (the "Project Services").

"Project Services" means any services provided by Independent Contractors to include home improvement contractors, consultants and freelancers.

"Client" means any authorized User utilizing the Webapp to seek and/or obtain Project Services, including from an Independent Contractor.

"Independent Contractor" means any authorized User utilizing the Webapp and performing Project Services for a Client.

Webapp users are separated into two categories: Clients - those users paying for and receiving Project Services, and Independent Contractors (the "Independent Contractor") - those users creating, selling and performing Project Services within a Project (the "Project"). Independent Contractors can be any service based business/entity whether sole-proprietor or partnership or corporation.

The Trustio Webapp uses the Stripe Connect service from Stripe Inc. (Stripe.com) to process and handle the release of payments across Webapp Project Services. The Webapp's functionality controls only when and how a Client's payments get released to an Independent Contractor.

A "Project" within the Webapp functions like an invoice or work order and consists of a list of itemized Tasks (the "Task") to be performed by the Independent Contractor. Each Task within a Project carries a fixed or hourly cost which through its completion is paid for by the Client. Payment for Tasks can occur in two ways. Tasks that are categorized as Payment Protection (the "Payment Protection") are Tasks where payment is made to the Independent Contractor's Stripe Connect account before work begins and held there securely (non-accessible) in the Independent Contractor's account until work is completed and approved by Client. Tasks that are categorized as Direct Payment (the "Direct Payment") are those tasks where the Independent Contractor must first perform the work, complete the task, and then they will receive payment directly from the Client once work has been completed.

In order to help make the Webapp a secure environment for the purchase and sale of Project Services, all users are required to accept and comply with these Terms of Use, including the User Agreement posted on the Webapp, which are incorporated into these Terms of Use. You agree that by accessing the Webapp and/or the Project Services, you have read, understood, and agree to be bound by all of these Terms of Use.

YOU UNDERSTAND THAT BY USING THE WEBAPP OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISION IN THE DISPUTE RESOLUTION SECTION OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE WEBAPP SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE WEBAPP TERMS OF USE.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

Supplemental terms and conditions or documents that may be posted on the Webapp from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you

about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Webapp so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Webapp after the date such revised Terms of Use are posted.

The information provided on the Webapp is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Webapp from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Webapp is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Webapp. You may not use the Webapp in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Webapp is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Webapp. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Webapp.

RELATIONSHIP WITH TRUSTIO

The Trustio Webapp and Project Services are available to empower Independent Contractors and Clients to engage directly with each other in a service transaction. Trustio does not introduce Independent Contractors to Clients, select Projects for Independent Contractors, or select Independent Contractors for Clients. Through the Webapp and Project Services, Independent Contractors may create a Project for a Client that is seeking the services the Independent Contractor offers or the Independent Contractor may be notified and receive a Project created by a Client that is seeking the services they offer; at all times, however, Users are responsible for evaluating and determining the suitability of any Project, Client or Independent Contractor on their own. If Users decide to enter into a Project Contract, the Project Contract is directly between the Users and Trustio is not a party to that Project Contract.

Independent Contractor is simply a User of the Webapp whom performs Project Services for a Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Independent Contractor and Trustio for any purpose.

Trustio will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Independent Contractor's behalf. Independent Contractor shall be responsible for, and shall indemnify the Trustio against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Independent Contractor in connection with the performance of the Services shall be Independent Contractor's employees or contractors and Independent Contractor shall be fully responsible for them and indemnify Trustio against any claims made by or on behalf of any such employee or contractors.

Independent Contractor will not be eligible to receive any benefits or any other fringe benefits or benefit plans offered by the Trustio to its employees, including any vacation, group medical or life insurance, disability, profit sharing or retirement benefits.

Independent Contractor has no authority to bind the Trustio and shall not make any agreements or representations on Trustio's behalf without prior written consent from a verified Trustio representative nor shall Independent Contractor hold itself out as having authority to bind Trustio.

This Agreement does not and shall not be construed to create any association, partnership, joint venture, or employee or agency relationship, between Trustio and the Independent Contractor for any purpose. Neither Party has any authority to bind the other Party or to make any agreements or representations on behalf of the other Party without the prior written consent of the other Party.

Notwithstanding the foregoing, if Independent Contractor is reclassified as an employee of Trustio, or any affiliate of Trustio, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency, Independent Contractor agrees that it will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Trustio.

You acknowledge, agree, and understand that Trustio is not a party to the relationship or any dealings between Client and Independent Contractor. Without limitation, Users are solely responsible for:

(a) confirming the accuracy and legality of any Project Services;

(b) determining the suitability of other Users for a Project Contract (such as any interviews, vetting, background checks, or similar actions);

(c) negotiating, agreeing to, and executing any terms or conditions of Project Contracts;

(d) performing Project Services; and/or

(e) paying for Project Services.

Trustio makes no representations about and does not guarantee, and you agree not to hold Trustio responsible for, the quality, safety, or legality of Project Services; the qualifications, background, or identities of Users; the ability of Independent Contractors to deliver Project Services; the ability of Clients to pay for Project Services; User Content and statements or posts made by Users; or the ability or willingness of a Client or Independent Contractor to actually complete a transaction.

Without limiting the foregoing paragraph, if you are an Agency or Agency Member, you expressly acknowledge, agree, and understand that: (1) the Agency is solely responsible for paying its Agency Members for work performed on behalf of the Agency and that such payments will not be made through the Site; (2) Trustio is not a party to any agreement between the Agency and its Agency Members and does not have any liability or obligations under or related to any such agreement, even if the Agency or Agency Member defaults; (3) neither Agencies nor Agency Members are employees or agents of Trustio; (4) Trustio does not, in any way, supervise, direct, or control the Agency or Agency Members; (5) Trustio does not set Agencies' or Agency Members' contract terms amongst themselves or with Clients (including determining whether the contract will be hourly or fixed price), fees, pricing, work hours, work schedules, or location of work; (6) Trustio does not provide Agencies or Agency Members with training or any equipment, labor, tools, or materials needed for any Project Contract; (7) Trustio does not provide the premises at which the Agency or Agency Members will perform the work; and (8) Trustio makes no representations as to the reliability, capability, or qualifications of any Agency or Agency Member or the ability or willingness of any Agency to make payments to or fulfill any other obligations to Agency Members, and Trustio disclaims any and all liability relating thereto.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose.

PROJECT CONTRACTS

If a Client and Independent Contractor decide to enter into a Project Contract, the Project Contract is a contractual relationship directly between the Client and Independent Contractor. Client and Independent Contractor have complete discretion both with regard to whether to enter into a Project Contract with each other and with regard to the terms of any Project Contract. You acknowledge, agree, and understand that Trustio is not a party to any Project Contract, that the formation of a Project Contract between Users will not, under any circumstance, create an employment or other service relationship between Trustio and any User or a partnership or joint venture between Trustio and any User.

With respect to any Project Contract, Clients and Independent Contractors may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Trustio's rights and obligations under the Terms of Service, including this Agreement and the applicable Payment Protection Instructions. The parties to a Project Contract can, if the parties prefer, agree to the Optional Project Contract Terms in whole or in part, in addition to or instead of other such agreements. Only to the extent that they have not entered into another agreement or terms with respect to a Project Contract, the parties to a Project Contract agree that the Optional Project Contract Terms apply to their Project Contract.

The Optional Project Contract Terms are provided as a sample only and may not be appropriate for all jurisdictions or all contracts. Users are responsible for complying with any local requirements, including applicable laws, rules, and regulations. Trustio does not assume any responsibility for any consequence of using the Optional Project Contract Terms. The Optional Project Contract Terms are not intended to and do not (a) constitute legal advice, (b) create an attorney-client relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific and requirements vary by situation and jurisdiction and therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions. Trustio expressly disclaims any and all liability with respect to actions or omissions based on the Optional Project Contract Terms.

DISPUTES AMONG USERS

For disputes arising between Clients and Independent Contractors, you agree to first attempt to negotiate any Dispute informally for at least fourteen (30) days before initiating arbitration with Tussle Arbitration. Such informal negotiations commence upon written notice from one Party to the other Party using the Webapp's Dispute Resolution Center. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that Trustio will not and is not obligated to provide any dispute assistance beyond the initial Webapp Dispute Resolution Center process.

Arbitration Agreement: Instead of filing a Claim in court or any other dispute resolution forum, you and Independent Contractor agree to resolve any Claim exclusively through arbitration before an arbitrator selected by Tussle LLC ("Tussle" and the "Arbitrator"). You and Independent Contractor agree to submit any Claim for arbitration via Tussle's claims submission portal located at tusslellc.com (the "Tussle Website"). The Arbitration Agreement found on the Tussle Website as of the date of this Agreement (the "Tussle Arbitration Agreement") is incorporated by reference into this agreement and is a material part of this agreement. You and Independent Contractor agree that each of you have read, understood, and agree to the Tussle Arbitration Agreement.

If Independent Contractor or Client intends to obtain an order from Tussle Arbitration or any court that might direct Trustio to take or refrain from taking any action with respect to an Payment Protection account, that party will (a) give us at least five business days' prior notice of the hearing; (b) include in any such order a provision that, as a precondition to obligation affecting Trustio and Payment Protection, we be paid in full for any amounts to which we would otherwise be entitled; and (c) include in any such order a provision that, as a precondition to any obligation affecting Trustio and Payment Protection, Trustio be paid for the reasonable value of the services to be rendered pursuant to such order.

USER REPRESENTATIONS

By using the Webapp or the Project Services, you represent and warrant that:(1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not under the age of 13; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Webapp; (6) you will not access the Webapp or the Project Services through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the

Webapp for any illegal or unauthorized purpose; and (8) your use of the Webapp or the Project Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Webapp (or any portion thereof).

You may not use the Webapp or the Project Services for any illegal or unauthorized purpose nor may you, in the use of Project Services, violate any laws. Among unauthorized Project Services are the following: selling of intoxicants of any sort; illegal drugs or other illegal products; alcoholic beverages; games of chance; and pornography or graphic adult content, images, or other adult products. Projects of any unauthorized services may result in immediate termination of your account and a lifetime ban from use of the Webapp.

We are a service provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Webapp or the Project Services displayed or offered through the Webapp. You understand and agree that the content of the Webapp does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Webapp's content. We do not endorse or recommend any Project Services and the Webapp is provided for informational and advertising purposes only.

USER REGISTRATION

You will be required to register with the Webapp in order to access the Project Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PAYMENTS

We accept the following forms of payment:

- Visa
- Mastercard
- American Express

- Discover
- ACH Bank Transfer
- PayPal

You agree to provide current, complete, and accurate purchase and account information for all purchases of the Project Services made via the Webapp. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Webapp. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

TRUSTIO FEES AND PROJECT FUNDS HANDLING

As mentioned above, Projects within Project Services are comprised of itemized Tasks the Independent Contractor must complete and the Client must approve in order to receive payment. For Payment Protection Tasks the Client will fund these Tasks before work begins. These funds will be held in the Independent Contractor's Stripe Connect account but they are not accessible by the Independent Contractor until the project is complete and the Client approves their release. Trustio transaction fees are to be paid by the Client. For Payment Protection Tasks, Trustio adds a 2.99% fee to the Independent Contractor's listed Task price until the total Payment Protection Tasks within a Project total $10,000, at which point, any dollar amount over $10,000 will carry a fee of only 0.29%. Example: a Project with Payment Protection Tasks totaling $20,000 will incur fees of 2.99% on the first $10,000 (or $299) and 0.29% on the remaining $10,000 ($29) of the $20,000 total Project cost. For Direct Payment Tasks, the Client will fund these Tasks at their discretion and in doing so the Client agrees that these Tasks are either

completed or about to be completed by the Independent Contractor. Examples: A home improvement Independent Contractor needed funds up front to purchase building materials or an event planner needing funds up front to secure a venue. Funds sent for a Direct Payment Task are non-refundable and they are sent directly to the Independent Contractors Stripe Connect account where they are immediately accessible because the Client has pre-approved their release. For Direct Payment Tasks, Trustio charges a flat 0.9% fee on these transactions; however, this fee is capped at $50 total. So, for the total Direct Payment Tasks within a Project, Trustio's fees will be no more than $50 total for the entire Project's Direct Payment Tasks total.

REFUNDS POLICY

Trustio fees for Payment Protection and Direct Payment Services are non-refundable. We incur fees in providing these services to our users and therefore in the interest of maintaining a sustainable platform we cannot reverse these fees. Additionally, any funds associated with any with any Task, whether Payment Protection or Direct Payment, that have been approved and released to the Independent Contractor by the Client are non-refundable. By approving a Direct Payment Task or approving a Payment Protection Task complete, the Client agrees to the release and non-refundability of those funds released to the Independent Contractor.
Only funds held under the Payment Protection can refunded if the Independent Contractor agrees to the refund of those funds or if the decision of a formal Arbitration between the Client and Independent Contractor results in a decision to refund a Client's funds partially or in full.

PROHIBITED ACTIVITIES

You may not access or use the Webapp for any purpose other than that for which we make the Webapp available. The Webapp may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Webapp, you agree not to:

1. Systematically retrieve data or other content from the Webapp to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

3. Circumvent, disable, or otherwise interfere with security-related features of the Webapp, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Webapp and/or the Content contained therein.

4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Webapp.

5. Use any information obtained from the Webapp in order to harass, abuse, or harm another person.

6. Make improper use of our support services or submit false reports of abuse or misconduct.

7. Use the Webapp in a manner inconsistent with any applicable laws or regulations.

8. Engage in unauthorized framing of or linking to the Webapp.

9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Webapp or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Project Services.

10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

11. Delete the copyright or other proprietary rights notice from any Content.

12. Attempt to impersonate another user or person or use the username of another user.

13. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

14. Interfere with, disrupt, or create an undue burden on the Webapp or the networks or services connected to the Webapp.

15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Project Services to you.

16. Attempt to bypass any measures of the Webapp designed to prevent or restrict access to the Webapp, or any portion of the Webapp.

17. Copy or adapt the Webapp's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

18. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Webapp.

19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat

utility, scraper, or offline reader that accesses the Webapp, or using or launching any unauthorized script or other software.

20. Use a buying agent or purchasing agent to make purchases on the Webapp.

21. Make any unauthorized use of the Project Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

22. Use the Project Services as part of any effort to compete with us or otherwise use the Webapp and/or the Content for any revenue-generating endeavor or commercial enterprise.

23. Sell or otherwise transfer your profile.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Webapp or the Project Services ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

WEBAPP MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Webapp for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Webapp or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Webapp in a manner designed to protect our rights and property and to facilitate the proper functioning of the Webapp and the Project Services.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy:
https://www.trustio.co/privacy. By using the Webapp or the Project Services, you agree to be bound by
our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Webapp and the
Project Services are hosted in the United States. If you access the Webapp or the Project Services from
any other region of the world with laws or other requirements governing personal data collection, use, or
disclosure that differ from applicable laws in the United States, then through your continued use of the
Webapp, you are transferring your data to the United States, and you agree to have your data transferred
to and processed in the United States. Further, we do not knowingly accept, request, or solicit information
from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online
Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided
personal information to us without the requisite and verifiable parental consent, we will delete that
information from the Webapp as quickly as is reasonably practical.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or
through the Webapp infringes upon any copyright you own or control, please immediately notify us using
the contact information provided below (a "Notification"). A copy of your Notification will be sent to the
person who posted or stored the material addressed in the Notification. Please be advised that pursuant to
applicable law you may be held liable for damages if you make material misrepresentations in a
Notification. Thus, if you are not sure that material located on or linked to by the Webapp infringes your
copyright, you should consider first contacting an attorney.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Webapp. WITHOUT
LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO,
IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND
USE OF THE WEBAPP AND THE PROJECT SERVICES (INCLUDING BLOCKING CERTAIN IP

ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBAPP AND THE PROJECT SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Webapp at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Webapp. We also reserve the right to modify or discontinue all or part of the Project Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Webapp or the Project Services.

We cannot guarantee the Webapp and the Project Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Webapp, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Webapp or the Project Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Webapp or the Project Services during any downtime or discontinuance of the Webapp or the Project Services. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Webapp or the Project Services or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the Webapp and the Project Services are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least fourteen (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place online, via web conference, using the preferred web conferencing application determined by **Tussle Arbitration**. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, enforce, or enter judgment on the award entered by the arbitrator.

Arbitration Agreement: Instead of filing a Claim in court or any other dispute resolution forum, you agree to resolve any Claim exclusively through arbitration before an arbitrator selected by Tussle LLC ("Tussle" and the "Arbitrator"). You agree to submit any Claim for arbitration via Tussle's claims submission portal located at tusslellc.com (the "Tussle Website"). The Arbitration Agreement found on the Tussle Website as of the date of this Agreement (the "Tussle Arbitration Agreement") is incorporated by reference into this agreement and is a material part of this agreement. You agree that each of you have read, understood, and agree to the Tussle Arbitration Agreement.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Kent County, Delaware, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute

shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Webapp that contains typographical errors, inaccuracies, or omissions that may relate to the Project Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Webapp at any time, without prior notice.

DISCLAIMER

THE WEBAPP AND THE PROJECT SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE WEBAPP AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBAPP AND THE PROJECT SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBAPP'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBAPP AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBAPP, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBAPP OR THE PROJECT SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBAPP BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBAPP. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME

RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBAPP, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATION OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE WEBAPP OR THE PROJECT SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Project Services; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Webapp or the Project Services with whom you connected via the Webapp. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Webapp for the purpose of managing the performance of the Project Services, as well as data relating to your use of the Project Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Project Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Webapp, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Webapp, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBAPP. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Webapp or in respect to the Project Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Project Services. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Webapp or the Project Services or to receive further information regarding use of the Webapp or the Project Services, please contact us at:

Trustio Inc.
215 Maple Ave.
Florence, CO 81226
United States
Phone: (719) 900-1589
support@trustio.co