

Terms and Conditions

Effective Date: July 25, 2019

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

Your Acceptance of These Terms and Conditions

Thank you for your interest in the website of Anchor Labs, Inc. and our affiliates, including Anchorage Hold LLC and Anchorage Trust Company (collectively, "Anchorage", "us," "our," or "we"). These Terms and Conditions ("Terms and Conditions" or "Terms"), including the Anchorage Site Privacy Policy incorporated into these Terms by reference and any other applicable policies and guidelines, as may be updated from time to time, govern only your use of the Site. The "Site" refers to our publicly-available website (www.anchorage.com) and all related and publicly-available websites and subdomains provided by us and on which a link to these Terms is displayed. The "Site" does not include any subdomains of our websites that require a password or other permission-based access credentials, which shall be not be governed by these Terms and is governed by an executed Custody Service Agreement. These Terms do not apply to other products or services, including mobile applications or custodial services, we may offer. These Terms constitute a legal agreement between you and Anchorage. By using the Site, you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the Site.

All references to "you" or "your," as applicable, mean the person who accesses or uses the Site in any manner, and each of your heirs, assigns, and successors. If you use the Site on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that entity to these Terms, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

Note: If you are visiting the Site in your capacity as an agent of an organization that has executed a Custody Service Agreement with Anchorage or any of its affiliates or subsidiaries, where there is a conflict between the Custody Service Agreement and these Terms, the terms of the Custody Service Agreement control.

Eligibility

Access to and use of the Site is available only to individuals who are at least 18 years old and can form legally-binding contracts under applicable law. By accessing or using the Site, you represent and warrant that you are eligible.

Ownership of This Site and Its Content

The Site, including any content that forms part of the Site, contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including copyright. All content and related intellectual property rights are the sole and exclusive property of Anchorage or its licensor. Except as otherwise provided herein, no content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, replicated, reverse- or re-engineered, posted or transmitted in any form or by any means without our express prior written permission. All rights not expressly granted by Anchorage in these Terms are expressly reserved.

Your Obligations

To the extent that you provide personal information to Anchorage, you agree that it will be true, accurate, current, and complete and that you will update all personal information as necessary. Please see the Anchorage Site Privacy Policy for more information regarding information Anchorage collects, and how we use and share that information.

While using the Site you agree to comply with all applicable laws, rules, and regulations. You further agree that you will not:

- Upload or transmit through this Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer.
- Modify, tamper or change any information without authorization, or interfere with the availability of or access to the Site.
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or otherwise engage in the unauthorized use of any proprietary content, information or materials.
- Alter, modify, create derivative works of, sell, license or in any way exploit any part of the Site unless expressly permitted by Anchorage.
- Copy, reproduce, distribute, publish, display, perform, transmit, stream, broadcast, use, display, mirror, frame or utilize framing techniques to enclose the Site, or any portion thereof, unless and solely to the extent Anchorage makes available the means for embedding any part of the Site.
- Use any robot, spambot, spider, crawler, scraper or other automated means or interface not provided by us to access the Site or to extract data.
- Bypass any security or other features of the Site designed to control the manner in which the Site is used, harvest or mine content from the Site, or otherwise access or use the Site in a manner inconsistent with individual human use.
- Access, tamper with, or use non-public areas of the Site, Anchorage's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Anchorage's providers.

We reserve all rights and remedies available to us.

Communications

Anchorage may send you emails concerning our Site, products, and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email. If you provide us with your telephone number, we may also call you to: (1) provide you with information you requested from us; and/or (2) respond to your inquiries regarding our products and services.

Disclaimers

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. EXCEPT WHERE REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ANCHORAGE, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS SITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES

AVAILABLE OR PROMOTED THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANCHORAGE, ITS AFFILIATES, AND THEIR SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS SITE; (C) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THIS SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

Limitation of Liability

YOUR USE OF THE SITE IS AT YOUR OWN RISK. ANCHORAGE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT AVAILABLE ON THE SITE OR FOR DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THIS SITE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL ANCHORAGE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE OR OTHER ECONOMIC ADVANTAGE) EVEN IF ANCHORAGE AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.

THIS LIMITATION OF LIABILITY SECTION APPLIES FULLY IN ALL STATES, INCLUDING RESIDENTS OF NEW JERSEY.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Third-Party Links and Services

The Site may provide information and content provided by third parties and links to third-party websites or resources we believe to be reliable. We are not responsible for the availability of such external sites or resources, and do not control, endorse, or sponsor and are not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that Anchorage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

Modification and Discontinuation of the Site

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently, this Site (or any portion thereof) and/or the information, materials, products and/or services available through this Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party in such event.

Assignment

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be void.

Waiver, Severability, and Entire Agreement

Our failure at any time to require performance of any provision of these Terms and Conditions or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Anchorage of any breach of any provision of these Terms and Conditions or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right herein.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

These Terms (together with our Privacy Policy and any other legal documents, policies, terms, or agreements governing the Site) comprise the entire agreement between you and Anchorage with regard to the Site and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained in these Terms. Notwithstanding the foregoing, if you are visiting the Site in your capacity as an agent of an organization that has executed a Client Custodial Agreement with Anchorage or any of its affiliates or subsidiaries, where there is a conflict between the Client Custodial Agreement and these Terms, the terms of the Client Custodial Agreement control.

Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Anchorage agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and governs any and all disputes arising out of or relating to your use of the Site, including claims that may arise after the termination of these Terms or agreement to arbitrate.

By agreeing to these Terms, you agree to resolve any and all disputes with Anchorage as follows:

Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. You can reach Anchorage's Legal Department at legal@anchorage.com. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Anchorage Legal Department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision

above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' or Privacy Policy's formation, performance, and breach) and/or your use of the Site shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Policy, including but not limited to any claim that all or any part of these Terms or Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 2 Embarcadero Center Suite 1500, San Francisco, CA 94111; and (c) send one copy of the Demand for Arbitration to Anchorage, ATTN: LEGAL, 221 Pine Street, San Francisco, CA 94104.

You will be required to pay \$250 to initiate an arbitration against us. If the arbitrator finds the arbitration to be non-frivolous, Anchorage will pay all other fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in San Francisco, California, United States of America. You and Anchorage further agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND ANCHORAGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception: Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual

property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out: You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to legal@anchorage.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Site or the effective date of the first set of Terms containing an Arbitration and Class Action Waiver section, whichever is later; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Anchorage also will not be bound by them.

Changes to This Section: Anchorage will provide thirty (30) days' notice of any changes to this section by posting on the Site, sending you a message, or otherwise notifying you directly. Amendments will become effective thirty (30) days after they are posted on the Site or sent to you.

Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Site.

Survival: This Arbitration and Class Action Waiver section shall survive any termination of the Site or any account you may have with Anchorage.

Governing Law

These Terms are governed by the laws of the State of California without regard to conflict of law principles. For claims not subject to arbitration, you and Anchorage agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for the purpose of litigating any disputes between you and Anchorage arising out of or relating to these Terms or your use of the Site. We operate the Site from our offices in California, and we make no representation that materials included in the Site are appropriate or available for use in other locations. No joint venture, partnership, employment, or agency relationship exists between you, Anchorage, or any third-party provider as a result of the Terms or use of the Site.

Indemnity

You are responsible for your use of the Site, and you agree to defend (at Anchorage's option), indemnify, and hold harmless Anchorage and its officers, directors, employees, contractors, consultants, affiliates, investors, service providers, business partners, subsidiaries and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your violation of any of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (ii) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iii) any dispute or issue between you and any third party.

Anchorage reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations) and you agree to cooperate with our defense of that claim. If the defense or settlement is assumed by you, Anchorage may at any time thereafter elect to take over control of the defense and settlement of the claim. You must not settle any claim without Anchorage' prior written consent.

Modification of these Terms

We reserve the right to update or modify the Terms at any time without prior notice, and except as explicitly provided herein, such changes will be effective immediately upon being posted through the Site, except as set forth below. Your use of the Site following any such change constitutes your agreement to be bound by the modified Terms.

Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose. We encourage you to review these Terms frequently to stay informed of the latest modifications.

Contact Us

If you have questions about these Terms, please contact us at legal@anchorage.com.