

POOLED NFT TERMS OF SERVICE

Last Updated: July 2023

Please read these Terms of Service (“Agreement” or “Terms”) carefully. Your use or access of the Platform (as defined below) constitutes your consent to this Agreement. This Agreement is between you and Mainframe Group Inc., together with its subsidiaries and affiliates, (“MGI”, “we”, “our” or “us”), operators of the Pooled NFT protocol (“Platform”) currently available at poolednft.com and applies to your use of the Platform and use of the Pooled NFT services facilitated by the Platform (collectively, “Services”).

This Agreement hereby incorporates by this reference any additional terms and conditions with respect to the Platform or Services, posted by MGI to the Platform, or otherwise made available to you by MGI, including without limitation, during the creation, acquisition, transfer, or modification of tokens, our Services, and software provided on or in connection with those Services.

If you are an individual accessing or using the Platform or Services on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (“Organization”), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the individual using the Platform or Services and to any such Organization.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Description of the Platform and Services

Pooled NFT offers an NFT wrapping protocol that accepts ERC-721 tokens and outputs ERC-20 tokens, built on the Ethereum blockchain.

Potential usecases for Pooled NFT are:

- Connecting NFT collections to Decentralized Finance (DeFi) applications, such as adding liquidity to a Uniswap market.
- Fractionalizing NFTs into fungible ERC-20 tokens, making them easier to trade and use within DeFi platforms.

General Agreement

By accessing or using the Platform and/or Services, you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement as well as our Privacy Policy. You also represent that you have the legal authority to accept these Terms on behalf of yourself and any party you represent in connection with your use of the Platform and Services. If you are an individual who is entering into these Terms on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity’s behalf to be bound by these Terms, with the terms “you”, and “your” applying to you, that entity, and other users accessing the Platform and/or Services on behalf of that entity.

We may, in our sole and absolute discretion, without liability to you or any third-party, refuse to let you use of the Platform and/or one or more of the Services. Such actions may be taken as a result of a number of factors, including without limitation legal/regulatory requirements or demand, our discretion, or your violation of the terms of this Agreement. We may also temporarily suspend your access to the Platform and/or Services if a technical problem so requires.

Ownership and Control of Tokens

Title to your tokens shall at all times remain with you and shall not transfer to MGI. As the owner of tokens, you shall bear all risk related to the tokens in your wallet(s). MGI shall have no liability for token value fluctuations. None of the tokens are the property of, or shall or may be loaned to, MGI; MGI does not represent or treat any tokens in your wallet(s) as belonging to MGI. MGI may not grant a security interest in the tokens held in your wallet(s). Except as required by a facially valid court order, or except as provided herein, MGI will not sell, transfer, loan, hypothecate, or otherwise alienate tokens unless instructed by you. You control the tokens held in your wallet(s).

Wallets

YOU ACKNOWLEDGE AND AGREE THAT (i) MGI HAS NO CONTROL OVER ANY WALLET THAT YOU MAY USE IN CONNECTION WITH YOUR USE OF THE PLATFORM OR SERVICES; (ii) ALL WALLETS ARE PROVIDED BY THIRD-PARTIES; (iii) MGI HAS NO RIGHT OR ABILITY TO CONTROL THIRD-PARTIES WHO PROVIDE WALLETS; (iv) ANY DISPUTE BETWEEN YOU AND ANY THIRD-PARTY WALLET PROVIDER IS BETWEEN YOU AND THAT THIRD-PARTY WALLET PROVIDER; AND (v) THAT MGI IS NOT LIABLE FOR ANY ISSUES OR LOSSES CAUSED BY USE OF THIRD-PARTY WALLETS.

Security of Devices and Wallets

You are responsible for maintaining the confidentiality and security of the device(s) that you use to access the Platform. You are also responsible for maintaining the security of your wallet(s), and for ensuring that no unauthorized person has access to your wallet(s), any private keys, or any devices that you utilize in connection with the Platform.

We will not be liable for any loss or damage arising from your failure to protect your device(s) or your wallet(s).

It is your sole responsibility to provide accurate information to us. You are solely responsible for ensuring the accuracy and completeness of all information and materials that you provide to use in connection with your use of the Platform.

Token Transactions

You should confirm all information before you make any transfers to any third-party wallet. MGI will bear no liability or responsibility if you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo, or send your tokens to an incompatible or someone else's wallet. We do not guarantee the identity or value received by a recipient of an outbound transfer of tokens from the Platform to third-party wallets.

Restricted Jurisdictions

The Platform and Services are subject to all applicable export control restrictions, and, by using the Platform and/or Services, you represent that your actions are not in violation of such export control restrictions. Without limiting the foregoing, you may not use the Platform or Services if you are (i) a resident, national or agent of Crimea, Cuba, Iran, North Korea, Syria or any other country or region to which the United States embargoes goods or imposes similar sanctions (“Restricted Jurisdictions”); (ii) a member of any sanctions list or equivalent maintained by the United States government (“Restricted Persons”); or (iv) you intend to transact with any Restricted Jurisdictions or Restricted Persons.

Sanctions

By using the Platform or Services, you further represent and warrant that you are not (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury’s Office of Foreign Asset Control), the United Kingdom, the European Union or any other governmental authority (Sanctions) or (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

Acceptable Use

In connection with your use of the Platform and Services, you will not:

- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Platform or Services;
- Infringe upon our or any third-party’s copyright, patent, trademark, or other intellectual property rights;
- Repost, delete, or alter any content or material that MGI makes available on the Platform or Services;
- Restrict or inhibit any other person from legal use of the Platform or Services;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Platform or Services except as expressly authorized herein, without MGI’s express prior written consent;
- Use the Platform in an unauthorized manner, including collecting email addresses or Discord usernames of users by electronic or other means for the purpose of sending unsolicited emails or communications;
- Reverse engineer, decipher, decompile or disassemble any portion of the Platform or Services, except to the extent such restriction is expressly prohibited by applicable law;
- Remove any copyright, trademark or other proprietary rights notice from the Platform or Services;
- Frame or mirror any portion of the Platform or Services, or otherwise incorporate any portion of the Platform or Services into any product or service, without MGI’s express prior written consent;
- Restrict, discourage or inhibit any person from using the Platform or Services;
- Engage in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract;
- Systematically download and store content from the Platform or Services;

- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure or that of our nodes, or detrimentally interfere with, intercept, or expropriate any system, data or information;
- Post, transmit or otherwise make available through or in connection with the Platform any virus, worm, Trojan horse, Easter egg, time bomb, spyware, ransomware, malware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Otherwise attempt to gain unauthorized access to or use of the Platform or Services, nodes, or computer systems connected to the Platform or Services;
- Engage in any behavior which violates this Agreement or is otherwise deemed unacceptable by us in our sole discretion; or
- Use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine”, or otherwise gather content on the Platform or Services (including Submissions), or reproduce or circumvent the navigational structure or presentation of the Platform or Services, without MGI’s express prior written consent. Notwithstanding the foregoing, and subject to compliance with applicable law and any instructions posted in the robots.txt file located in the Platform’s root directory, MGI grants to the operators of public search engines permission to use spiders to copy materials from the Platform or Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. MGI reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make, and to report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. We encourage you to speak with your personal tax advisor regarding the tax implications of your use of the Platform and Services.

Reservation of Rights

MGI reserves the right to bar any transactions on the Platform, for or with, any user with or without cause, at any time, subject to any limitations imposed by applicable law. In lieu of refusing access to the Platform or Services, MGI may, in its sole and absolute discretion, perform due diligence. You may be subject to due diligence procedures in your use of the Platform or Services. If you decline to provide requested information or otherwise do not reply timely or substantively with the documentation or data requested, MGI has the absolute discretion to immediately suspend or terminate your use of the Platform and Services.

User Generated Content

MGI makes no representation that content and materials posted on the Hifi forum, currently found at forum.hifi.finance, by Pooled NFT users (“User Content”) are appropriate, lawful or available for use in any jurisdiction. Individuals who choose to access or use the Hifi forum do so on their own initiative and are responsible for compliance with applicable law.

Certain features on the Hifi forum allow you to post, discuss, and share content and ideas (collectively,

“Post”). For all User Content that you Post, you grant us (and those third-parties we work with) a worldwide license to use, exploit, host, store, transmit, reproduce, modify, create derivative works of (such as those resulting from changes we make so that your User Content works better with our Platform and Services), publish, display, and distribute such content; provided that we will not share with other users any User Content that you Post that is not viewable by other users based on any privacy settings available on the Platform or Services. The rights you grant in this section are for the purpose of operating, promoting, and improving our Platform and this license continues even if you stop using our Platform or Services.

By Posting, you are representing and warranting that you have all rights to use the intellectual property of any third-parties. We are under no obligation to edit or control User Content, and will not be in any way responsible or liable for User Content. MGI may, however, at any time and without prior notice, filter, screen, remove, edit, or block any User Content that, in our sole and absolute discretion, violates this Agreement or is otherwise objectionable. User Content that MGI determines is or could be interpreted to be abusive, bigoted, defamatory, harassing, harmful, infringing, obscene, offensive, pornographic, racist, threatening, unlawful, vulgar or otherwise inappropriate (collectively, “Offensive Content”) may be screened, removed, edited, or blocked. Further, we may take any action we deem necessary and/or appropriate against any user who Posts Offensive Content, including, but not limited to, suspending or terminating your use of the Platform and Services.

Intellectual Property Rights

The Platform and its entire contents, features, and functionality (including but not limited to all Services, information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof and with the exception of User Content), are owned by MGI, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. MGI grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to access and use the Platform or Services solely in strict compliance with the provisions of this Agreement and as permitted by the functionalities of the Platform or Services available to you.

Pooled NFT’s name and all related names, logos, product and service names, designs, and slogans (“Pooled NFT branding”) are trademarks of MGI, its associates, or licensors (collectively, “Associates”). You must not use any Pooled NFT branding without the prior written permission of MGI. Any permitted use of Pooled NFT branding must follow Pooled NFT brand guidelines currently found at poolednft.com/branding. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

MGI reserves all rights not expressly granted to you in this section. Accordingly, nothing in this Agreement or on the Platform or through the Services will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Platform or any Pooled NFT intellectual property located or displayed on or within the Platform or Services.

Indemnification and Release

MGI and its Associates, subsidiaries, parents, affiliates, service providers, and each of their respective officers, directors, agents, joint venturers, employees or representatives (collectively, the “Released Parties”), are not liable for any damages that may arise out of or in connection with your use of the

Platform or Services. This includes, but is not limited to, claims, applications, injuries, delays, direct loss, loss of investments, business, or profits, business interruption costs, loss of goodwill or business profits, loss of cryptocurrency or tokens, damage caused by your computer, computer software, systems and programs, and the data thereon or any other direct or indirect, consequential and incidental damages. In addition, the Released Parties are not liable for any losses incurred, either directly or indirectly through your use of the Platform or any of its functions and features (collectively, all of the foregoing items shall be referred to herein as “losses”). The Released Parties are hereby released by you from liability for any and all losses. These limitations of liability apply whether the liability or losses are based on negligence, contract, tort, or any other basis, even if the Released Parties had been advised or should have known of the possibility of such losses.

You agree to indemnify and hold the Released Parties harmless from any claim or losses (including attorneys’ fees and any losses, fines, fees, or penalties imposed by any regulatory authority) arising out of your breach of this Agreement, or your violation of any law or regulation.

If you have a dispute with one or more users, nodes, issuers of tokens listed on the Platform or other third-parties, you release the Released Parties from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL MGI, ITS ASSOCIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, OR THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE PLATFORM, SERVICES, AND ANY CONTENT IS AT YOUR SOLE RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER MGI NOR ITS ASSOCIATES MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE PLATFORM OR SERVICES. THE PLATFORM AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MGI NOR ITS ASSOCIATES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM OR SERVICES. WITHOUT LIMITING THE FOREGOING, MGI AND ITS ASSOCIATES DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE

PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM, SERVICES, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS IN INFORMATION OR MATERIALS ON THE PLATFORM OR SERVICES, AND MGI MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION OR MATERIALS. MGI PROVIDES NO GUARANTEES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. MGI EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OR MATERIALS CONTAINED ON THE PLATFORM OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MGI AND ITS ASSOCIATES ALSO DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

We do not guarantee continuous, uninterrupted or secure access to any part of the Platform or Services, and operation of our Platform and Services may be interfered with by numerous factors outside of our control, including regulatory reasons and issues with the MGI Platform. We will make reasonable efforts to ensure that transactions are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete transactions.

Acknowledgment of Risk

Cryptocurrency is not legal tender and is not backed by the government, FDIC or SIPC protections.

You accept and acknowledge each of the following:

- To the extent that you pool using your cryptocurrency, please be aware that the price of any digital asset is extremely volatile and fluctuations in the prices of other digital assets and impact the price of your cryptocurrency both positively and negatively. Given the volatility, cryptocurrency should not be considered an investment. You assume all risks in that regard.
- You assume all risks associated with using cryptocurrency and using the Platform and Services, including, but not limited to, the risk of financial loss, hardware, software and internet issues, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your device(s) and wallet(s).
- Digital assets, cryptocurrencies, and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your cryptocurrency. You understand and accept all risk in that regard.

Representations & Warranties

You represent and warrant to MGI each time you use the Platform or Services as follows:

- That, if you are an individual user of the Platform or Services, you are 18 years of age or older;
- That, if you are using the Platform or Services on behalf of a legal entity (i) such legal entity is duly organized and validly existing under applicable law of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf;
- That you are not subject to a Restricted Jurisdiction;
- That you are not otherwise prohibited by applicable law from using the Platform and Services;
- That you understand the risks associated with using the Platform and Services;
- That you have had the opportunity to seek legal, accounting, taxation and other professional advice regarding this Agreement, Platform, and Services;
- That you will not use the Platform or Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further, any breach of applicable law, or to deal in any unlawful property, funds, or proceeds;
- That you will not falsify any registration details provided to MGI;
- That neither you nor any of your affiliates has directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized the giving of anything else of value, including, but not limited to, any token, to a government official or individual employed by another entity in the private sector in violation of any applicable law;
- That you consent to any and all tax and information reporting under applicable law;
- That neither you nor any of your affiliates will use the Services directly or indirectly (i) on behalf of or for the benefit of any person subject to the jurisdiction of a Restricted Jurisdiction; (ii) in violation of or as prohibited, restricted, or penalized under applicable law; or (iii) in any way that would violate, be inconsistent with, penalized under, or cause the omission of filing of any report required under applicable law;
- That you will not falsify or materially omit any information or provide misleading or inaccurate information requested by MGI in the course of, directly or indirectly relating to, or arising from your activities on the Platform, including but not limited to, registration or other due diligence process, and that if any information provided to MGI becomes incorrect or outdated, you will promptly provide corrected information to MGI; and
- That you will accurately and promptly inform MGI if you know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.

You acknowledge and agree that you have had the opportunity to consult legal counsel in connection with this Agreement even if you chose not to do so. You further acknowledge and agree that this Agreement will not be construed against MGI as drafter.

Data Privacy

You acknowledge that MGI may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement or use of the Platform or Services. You represent and warrant that any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and that data is accurate at the time of disclosure. You further represent and warrant that before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy, to that individual.

By accessing or using our Platform and Services, you consent to the processing, transfer and storage of information about you in and to the U.S., European Union, United Kingdom and other countries, where you may not have the same rights and protections as you do under local law.

If you suspect that any of your device(s) or wallet(s) have been compromised, or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or MGI, you must notify MGI as soon as possible by email and provide accurate information throughout the duration of the incident or breach.

All information we collect on the Platform and Services is subject to our Privacy Policy. By using the Platform and/or Services, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

Please note that it is our policy to comply with all facially valid subpoenas, court orders or binding orders issued to us by law enforcement agencies and other government authorities. This may affect your access to your account and our Services. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable law, the guidance or direction of any regulatory authority or government authority, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

Comments and Questions

If you choose to provide us with input or suggestions regarding problems with or proposed modifications or improvements to the Platform or Services ("Feedback"), then you grant to us a non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable, and global right to use and exploit the Feedback in any manner and for any purpose without any restriction, credit, attribution, or fees due to you.

Governing Law; Venue and Arbitration

You agree to arbitrate any dispute arising from these Terms or your use of the Services. Arbitration prevents you from suing in court, litigating through a class action lawsuit, or from having a jury trial. You agree to notify each other in writing of any dispute within sixty days of when it arises.

In addition, you agree:

- To attempt informal resolution prior to any demand for arbitration;
- That any arbitration will occur in the United States;
- That any arbitration will be conducted confidentially by a single arbitrator, selected by a third-party arbitration forum;
- That you cannot litigate any disputes arising from your use or access to the Platform through class action lawsuits;
- That the state and federal courts in Salt Lake City, Utah, United States have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration;
- That the arbitrator has the authority to grant any remedy that would otherwise be available in court; and

- That the parties shall split the costs and expenses of any arbitration and bear their own legal costs and expenses.

Any dispute between the parties will be governed by these Terms and the laws of the State of Utah, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

You will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Class Action Waiver

BY USING THIS SITE AND AGREEING TO THESE TERMS, YOU HEREBY WILLINGLY, EXPRESSLY, AND KNOWINGLY WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLASS-ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY-GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PLATFORM. YOU MAY NOT BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THESE TERMS AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

Termination and Suspension

These Terms are effective until terminated by us. MGI, in its sole discretion, has the right to terminate your access to the Platform or Services, or any part thereof, immediately at any time. We reserve the right, in our sole and absolute discretion, to restrict, suspend, or terminate your access to all or any part of the Platform or Service, or to terminate this Agreement at any time without prior notice or liability if you breach any provision of this Agreement or violate the rights of any third-party on or through the Platform. We reserve the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or liability.

MGI is not liable to you or any third-party for termination of your access to the Platform or Services, or any part thereof. If you object to any of the requirements, statements, or obligations of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Platform or Services in any way, your only recourse is to immediately discontinue use of the Platform and/or Services. Upon termination of these Terms, you will cease all use of the Platform and Services.

You may terminate this Agreement by sending written notification to us at contact@hifi.finance and terminating your use of the Platform and Services.

Relationship of the Parties

You agree that no joint venture, partnership, employment or agency relationship exists between you and MGI as a result of this Agreement or use of the Platform or Services.

Force Majeure

We shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside our reasonable control, the consequences of which would have been unavoidable

despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, war, earthquake, fire, flood, or other acts of God, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

Third-Party Disputes

ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY, INCLUDING, BUT NOT LIMITED TO, OTHER USERS, IN CONNECTION WITH YOUR USE OF THE PLATFORM OR SERVICES IS DIRECTLY BETWEEN YOU AND SUCH THIRD-PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU IRREVOCABLY RELEASE MGI AND ITS ASSOCIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (DIRECT, INDIRECT, AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

Assignments

This Agreement will inure to the benefit of our successors and assigns. MGI may assign this Agreement, including all its rights hereunder, without restriction. You may not assign this Agreement or any of the rights or licenses granted hereunder without the prior express written consent of MGI.

Amendments

We reserve the right to change this Agreement at any time upon notice. We may give notice by posting the updated Agreement on the Platform or by any other reasonable means. You can review the most current version of this Agreement at any time. This Agreement in effect at the time of your use of the Platform apply. Updated versions of the Agreement are binding on you with respect to your use of the Platform on or after the date indicated in the updated Agreement. If you do not agree to the updated Agreement, you must stop using the Platform. Your continued use of the Platform after the date of the updated Agreement will constitute your acceptance of the updated Agreement.

Survival

The respective indemnities, representations, warranties and agreements of the parties hereto or made by or on behalf of the parties hereto pursuant to this Agreement will survive the termination of this Agreement indefinitely and will remain in full force and effect and all defined terms used therein will survive the termination of this Agreement indefinitely.

Waiver and Conflict

No waiver of by MGI of any term or condition set out in these Terms will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MGI to assert a right or provision under these Terms will not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

This Agreement and the Privacy Policy constitute the sole and entire agreement between you and MGI with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and MGI.

Third-Party Rights

This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and us and any affiliates which each shall be a third-party beneficiary of this Agreement, and no other person shall assert any rights as a third-party beneficiary hereunder.

Questions & Comments

If you have any questions or comments about these Terms, please contact us at contact@hifi.finance.