# TERMS OF SERVICE

**Last Updated: March 5, 2025**

Clean Connect AI Inc. and its affiliates and subsidiaries (hereinafter collectively referred to as "**Clean Connect**," "**us**," "**our**," or "**we**") has created the following terms of service (these "**Terms**") to apply to all use of our Services (as defined in Section 2).

Your binding agreement with us includes these Terms, together with any further terms and conditions we may place on the use of our Services from time to time to which you agree to be bound.

BY CHECKING THIS BOX, YOU AGREE TO BE BOUND by these Terms and Conditions and represent and warrant that you are an authorized representative of the entity using the Prove Zero Platform, and have the full right and authority to agree to these Terms and Conditions on behalf of such entity.

YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS. In the event you have entered into a written agreement with Clean Connect governing your use of the Services, that written agreement will control and supersede these Terms.

## Section 1. General Conditions

Please carefully read these Terms before using our Services. By using our Services, you agree to be bound by these Terms, including the Binding Arbitration Clause and Class Action Waiver described in Section 18. If you do not agree to these Terms, then you may not use our Services. If you violate these Terms, we reserve the right to deny you access to our Services, together with any and all other legal remedies.

Please note that these Terms are subject to change by us at any time. When changes are made, we will make a new copy of the Terms available at our website or through the affected Services. We will also update the "Last Updated" date at the top of these Terms. If we make material changes to these Terms and you have registered an account with us, we may also send an email to you at the last email address you provided to us in your account and may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving notice of such change(s), your sole remedy is to stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS.

## Section 2. Description of Our Services

Our services provided under these Terms include:

(a) ProveZero™, our proprietary platform and related software (the "**ProveZero Marketplace**") for the creation, management, and sale and purchase of empirical gas certificates ("**EGCs**") in the form of multimedia non-fungible tokens ("**NFTs**") by marketplace participants in the number and at the prices offered and accepted by such participants via certain decentralized blockchain based protocols ("**Protocols**"), including the Polygon Protocol ("**Polygon**"), with each such NFT representing a variety of measured and calculated properties related to gas type and emissions (the "**EGC Inputs**"); and

i. Marketing (Minting): means the process of taking MMRV Data and creating an NFT that will be stored in the registry for the ProveZero Platform.

ii. MMRV Data: means measurement, monitoring, reporting, and verification data of methane, carbon dioxide, and other greenhouse gas emissions that occur during the

production, processing, transmission, liquefaction, transport, and distribution of natural gas.

(b) such other services as we may perform from time to time

(clauses (a) and (b), collectively, our "**Services**").

Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right to use our Services as long as they do not violate any aspect of these Terms or applicable law, including our intellectual property and other proprietary rights in and to our Services or the intellectual property rights of another party. Our Services, including any data made available therein, are provided for your internal business purposes, and not for further resale or distribution (except in the case of your NFTs).

We reserve the right to terminate or limit your access to our Services, including, but not limited to, by denying your request to register an account with us in order to access our Services, and/or the licenses granted herein for any reason (or no reason) and in our sole discretion. Any access by your authorized third parties shall be the subject of separate agreements between you and us.

In connection with your use of our Services, you may be required to enter into one or more binding agreements containing terms in addition to these Terms, and your use of our Services will be contingent on your compliance with such agreements.

**Section 3. ProveZero™ Marketplace Wallet; Blockchain Transactions**

*Hosted Wallet Services.*

When registering an account on the ProveZero™ Marketplace, a digital wallet compatible with the Polygon Protocol will be created for you (such wallet, your "**PZ Wallet**") to hold the NFTs minted through the Services (such NFTs, the "**Supported Digital Assets**"). Your PZ Wallet allows you to store, track, transfer and manage your balances of Supported Digital Assets and otherwise engage in the Services made available through the ProveZero™ Marketplace (the "**EGC Services**"). Your PZ Wallet will be linked to your account, and purchasing, selling, renting, leasing or transferring access to your PZ Wallet or another wallet is prohibited. You agree to maintain exclusive control over your PZ Wallet.

We store your PZ Wallet's public and private keys (the "**Wallet Credentials**"), which are used to process transactions, in a combination of online and offline storage. We will use reasonable care and commercially reasonable efforts to store and secure your Wallet Credentials. You understand that this does not create a fiduciary relationship between you and us or any third party custodian (a "**Third-Party Custodian**") that we may engage to assist with managing and storing your Wallet Credentials. Neither we nor any Third-Party Custodian has any fiduciary duty to you. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate transactions in

accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such transactions.

*Supported Digital Assets.*

Your PZ Wallet is intended solely for proper use of Supported Digital Assets as designated on the EGC Services. UNDER NO CIRCUMSTANCES SHOULD YOU ATTEMPT TO USE YOUR PZ WALLET TO STORE, SEND, REQUEST, OR RECEIVE ANY ASSETS OTHER THAN SUPPORTED DIGITAL ASSETS. WE ASSUME NO RESPONSIBILITY IN CONNECTION WITH ANY ATTEMPT TO USE YOUR PZ WALLET WITH ASSETS THAT WE DO NOT SUPPORT. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY UNSUPPORTED ASSET THAT IS SENT TO A WALLET ASSOCIATED WITH YOUR ACCOUNT.

*NFT Custody; Title; Instructions*.

Except as otherwise provided for herein, title to and ownership of any NFT in your PZ Wallet shall at all times be vested with you and will not transfer to us. We will not transfer, sell, loan or otherwise rehypothecate your NFT, and will not use any NFT in your account to secure, guarantee an obligation of, or extend credit to, us or any other person, unless specifically instructed by you or as required by valid court order, competent regulatory agency, government agency or applicable law. As owner of each NFT in your PZ Wallet, you bear all risk of loss or loss in value.

You control the NFTs held in your PZ Wallet. At any time, subject to outages, downtime, Protocol requirements, time to conduct blockchain operations to fulfill your request, and other applicable policies, you may withdraw your Supported Digital Assets by instructing us to debit the applicable Supported Digital Asset from your PZ Wallet and transfer such Supported Digital Asset to a different blockchain address compatible with receiving the NFTs. As long as you maintain an account on the ProveZero™ Marketplace, we shall retain control over your Wallet Credentials, including the blockchain addresses used to hold the Supported Digital Assets in your PZ Wallet.

*Blockchain Technology; Assumption of Risks*.

We do not have control over Polygon or any other Protocol, including any Protocol made accessible through the ProveZero™ Marketplace. As such, we are not responsible for activities occurring on any such Protocol, including, but not limited to, faulty recordation or non-recordation of a transaction on any such Protocol; "gas" fees or other fees imposed by any Protocol, which fees are variable and may increase at any time; network congestion; technical upgrades or changes to any such Protocol (which includes soft and hard forks of such Protocol); and/or technical problems on any Protocol or smart contracts. Transactions on blockchains are deemed made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction. Accordingly, we will not have liability to you or to any third party for any claims or damages that may arise as a result of any transaction you or any other party engages in on or through the ProveZero™ Marketplace.

By accessing and using the Services, you represent to Clean Connect that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. We are not responsible for any issues with the Protocols or other blockchain-based networks, including forks, technical node issues or any other issues resulting from or relating to your NFTs or the applicable Protocol, including lost or stolen Wallet Credentials. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your NFTs may lose some or all of their value. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that

you experience in connection with the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the EGC Services.

*Transactions on the ProveZero™ Marketplace*.

In order to mint or purchase an NFT on the ProveZero™ Marketplace, you must first complete payment to our satisfaction, and any such funds may be refundable if, and only if, no part of the transaction (including any creation or transfer of an NFT) is processing or has been processed on the applicable Protocol. Once a transaction is initiated, we have no ability to reverse the payment unless the transaction is not processed on such Protocol. When a transaction occurs using your account, we will assume that you authorized such transaction, and you agree to hold us harmless and to indemnify us for any transactions associated with your account. If you believe you did not authorize a particular transaction, you must contact us immediately.

You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment, you authorize Clean Connect, in our sole discretion, either to cancel the transaction or to debit your other payment methods or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel, correct, clawback, or reverse, any transactions in our sole discretion, even after funds have been debited from your account(s): (a) in response to a subpoena, court order, or other government order; or (b) if we suspect the transaction may: (i) involve money laundering, terrorist financing, fraud, or any other type of financial crime; (ii) be erroneous; or (iii) relate to a Prohibited Use (as defined below). We are under no obligation to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction

In order to create (or "mint") an NFT on the ProveZero™ Marketplace: (a) you must have an active account with us; and (b) you must agree to pay our applicable costs and fees, including transaction fees, network fees and any other fees we may charge from time to time. We reserve the right to refuse to mint any NFTs for any reason, or no reason. You acknowledge and agree that minting NFTs to represent EGCs may require your agreement to recurring transactions, and you authorize us to initiate recurring payments with any corresponding payment accounts we have in connection with your account, such as recurring payments from your linked payment account.

If you elect to sell an NFT, you acknowledge and agree that we may publicly share information about you and the underlying EGC, including User Information (as defined below) and other information made available to us through the provision of our Services and any other information we may determine (in our sole discretion) is reasonably related to the underlying EGC. If you elect to sell an NFT on the ProveZero™ Marketplace, then upon consummation of the sale, you will receive the purchase price less a transaction fee.

By placing a bid or an order on or through the ProveZero™ Marketplace, you agree that you are submitting a binding offer to purchase such NFT. Once the order has been placed, you may not request a refund. By purchasing an NFT, you will be charged a network fee in accordance with these Terms to offset costs related to network "gas" fees and other communication fees and expenses. If the transaction is unable to be completed, and the NFT transfer is not recorded on the underlying blockchain, you may be entitled to a refund of a portion of your purchase price, but certain fees, such as the network "gas" fee, may be non-refundable. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS YOU PURCHASE THROUGH THE PROVEZERO™ MARKETPLACE, INCLUDING WITH RESPECT TO THE UNDERLYING EGC. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION OF THE

NFT OR THE UNDERLYING EGC, WE MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ANY NFT OR ITS UNDERLYING EGC.

*Outbound Transfers*.

When you send Supported Digital Assets from your PZ Wallet to an external wallet (an "**Outbound Transfer**"), such transfers are executed at your instruction by Clean Connect, in accordance with those instructions. You should verify all transaction information prior to submitting instructions to us. Clean Connect shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, incorrect destination tag, or if you send your Supported Digital Assets to an incompatible wallet. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Outbound Transfers are initiated on a blockchain network and are subject to network fees and other fees as described herein or which you otherwise accept in connection with any such Outbound Transfer.

*Redeeming an EGC*.

You may elect to redeem any EGC in your PZ Wallet by burning the NFT in accordance with our instructions. Burning an NFT is subject to network fees and other fees as described herein or which you otherwise accept in connection with your redemption process. We do not guarantee that any federal, state or foreign regulator, taxing authority or similar governing or self-governing organization will agree with the determination of EGC attributes reflected in the NFT.

**Section 4. Use of Our Services Entails Risks**

Using our Services and engaging in transactions on the ProveZero™ Marketplace is speculative in nature and involves substantial risk of loss. For example:

(a) the value of EGCs are subjective and subject to volatility;

(b) you may not be able to sell or purchase EGCs on the ProveZero™ Marketplace at your desired price or at all;

(c) the results of past transactions on the ProveZero™ Marketplace may not be indicative of the future results of similar transactions;

(d) digital asset transfers cannot be reversed once they have been broadcast to the relevant blockchain, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators; we do not control Polygon or any other Protocol, and we make no guarantees that a digital asset transaction will be confirmed by the network;

(e) although we take measures to mitigate the risk of loss and unauthorized access to your Wallet Credentials, we cannot guarantee that we will not be subject of a hack or other unauthorized access; if a third party has access to your Wallet Credentials, they will be able to initiate transactions on your behalf, and we shall have no liability or responsibility to you for any unauthorized access to or use of your PZ Wallet;

(f) all transactions on the ProveZero™ Marketplace will settle on Polygon or another Protocol, and we do not have control over any such Protocol that may be integral to your ability to complete transactions;

(g) blockchain transactions, such as those that will be effected on the ProveZero™ Marketplace, are irreversible and we do not have the ability to reverse any such transactions

or related fees, and accordingly, any losses due to fraudulent or accidental transactions may not be recoverable;

(h) a lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of NFTs generally or EGCs specifically;

(i) there are risks associated with creating, buying, selling and trading digital assets, including but not limited to, the risk of hardware, software and internet failure, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your PZ Wallet, you accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services for transactions, however caused;

(j) the regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of EGCs; and

(k) disruption to our Services and/or any third-party services that we rely on in order to perform our Services, including as a result of hacking and other forms of cybercrime, may impair your ability to effect transactions on the ProveZero™ Marketplace.

You should do your own research and consult with financial and legal advisors before using our Services or engaging in transactions on the ProveZero™ Marketplace. By using our Services and engaging in transactions on the ProveZero™ Marketplace, you accept the associated risks of loss, including those identified above.

WE ARE NOT A BROKER, FINANCIAL INSTITUTION, LAWYER, OR ADVISOR AND HAVE NO FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU REGARDING ANY DECISIONS MADE OR ACTIVITIES EFFECTED BY YOU WHILE USING OUR SERVICES. NEITHER OUR COMMUNICATIONS NOR ANY INFORMATION THAT WE PROVIDE TO YOU ARE INTENDED AS, OR SHALL BE CONSIDERED OR CONSTRUED AS, ADVICE. WE ARE NOT REGISTERED WITH OR LICENSED BY ANY REGULATORY AUTHORITY AND NO REGULATORY AUTHORITY HAS REVIEWED OR APPROVED THE USE OF OUR SERVICES.

**Section 5. User Information; Responsibility for Information on the Services**

You may be required to register an account with us and may be asked to provide certain information, or authorize us or a third party to provide certain information, regarding you and your business in connection with your use of our Services, including, but not limited to, descriptions and location of your properties, equipment, energy use, generation, storage and/or consumption, EGC Inputs, and other identifying, operational and performance-related information as it relates to your business and operations, as applicable (collectively, "**User Information**").

You understand and acknowledge that you alone are responsible for the User Information that you submit or transmit, or cause to be submitted or transmitted, to, through, or in connection with our Services or that you display in your account profile, and you, not us, assume all risks associated with the User Information, including anyone's reliance on its quality, accuracy, completeness, reliability, appropriateness and truthfulness.

You represent and warrant that: (a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. government embargo ("**Embargoed**

**Jurisdiction**"); (b) you are not subject to any sanctions administered by an agency of the U.S. government, any other government, or the United Nations (collectively, "**Sanctions**"); (c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (d) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; and (e) you have not transacted and will not transact with any person or entity, or for the benefit of any person or entity, falling into any of clauses (a) through (d). You further covenant that the foregoing shall be true during the entire period of your agreement with us. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws.

We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, to provide you with a requested service, to investigate a potential violation of these Terms or to otherwise ensure our compliance with applicable laws.

You represent and warrant that to the best of your knowledge, the User Information you provide, or cause to be provided, to us in connection with your use of our Services is true and accurate in all material respects. You further represent and warrant that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Information as described herein. You may not imply that User Information is in any way sponsored or endorsed by us. You represent and warrant that the User Information does not violate these Terms.

You acknowledge that all content and information that is made available via the Services is the responsibility of the party from whom such content and information originated. This means you, and not Clean Connect, are entirely responsible for User Information, and that other users, including authorized third parties, are similarly responsible for the content and information that they make available via the Services.

**ALL USER INFORMATION IS PRESENTED BY CLEAN CONNECT VIA THE SERVICES ON AN "AS-IS" BASIS. WE HAVE NOT TAKEN STEPS TO VERIFY ANY USER INFORMATION AND MAKE NO CLAIMS REGARDING ITS ACCURACY. TO THE EXTENT YOU USE OUR SERVICES IN CONNECTION WITH THE PURCHASE OR SALE OF EGCS, PERFORMANCE OF SERVICES OR SALE OF PRODUCTS, YOU SHOULD NOT RELY ON OUR SERVICES, INCLUDING ANY USER INFORMATION CONTAINED THEREIN INCLUDING ANY EGC INPUTS, AND SHOULD DO YOUR OWN RESEARCH TO VERIFY ANY USER INFORMATION AND CONSULT WITH YOUR ADVISORS.**

**Section 6. License to User Information; Intellectual Property**

By uploading, disclosing, distributing, transmitting or otherwise making available any User Information to the Services or Clean Connect, you hereby grant to us a non-exclusive, fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable, and perpetual right and license to incorporate into our Services, commercially exploit, reproduce, display, distribute, transmit, modify or otherwise use:

(a) any User Information, and all analysis related thereto;

(b) EGC Inputs; and

(c) any information provided by third parties acting on your behalf or granted access to your account in order to supplement, revise, replace or otherwise modify any User Information.

In the event you provide any feedback, suggestions, recommendations or enhancement requests with respect to our Services ("**Feedback**"), you hereby grant to us a non-exclusive, fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable, and perpetual right and license to use Feedback for any lawful purpose; provided, that Clean Connect will not identify you in connection with its use of such Feedback.

All registered and unregistered trademarks visible or accessible through our Services are trademarks of us, or licensors and may not be copied, imitated, or used in whole or in part without the prior written permission of us, or its owners. All page headers, customer graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ours and may not be copied, imitated, or used in whole or in part without prior written permission of us.

Clean Connect does not claim ownership of any User Information.

**Section 7. Fees; Sale Proceeds; Taxes**

You will be responsible for payment of the applicable fee for any Services at the time you create your account and select your subscription package.

In connection with your use of the ProveZero™ Marketplace, we may charge a transaction fee upon your creation, sale or purchase of NFTs, or other transactions involving NFTs, and any such transaction fee may be changed in our sole discretion.

Third parties may also charge fees for third party services that they provide to you when you elect to use such services in connection with Services provided hereunder. In addition, interactions with the relevant Protocol(s) may also result in network fees and/or "gas" fees imposed by such network(s), which are also solely your responsibility and may increase at any time. We may determine the "gas" fees in our sole discretion, and any such "gas" fees may also include amounts that are received by us. To the extent there is a technical problem with one or more Protocols, you may be entitled to a partial refund, but you may not recover network "gas" fees, and we will have no liability to you or any third party for any claims or damages that may arise from non-delivery of such fees owed to you or the third party. Before you pay any fees, you will have the opportunity to review and accept the fees that you will be charged. You will be solely responsible for paying all fees.

Except as set forth in these Terms, all fees for the Services are non-refundable. No contract will exist between you and Clean Connect for the Services until Clean Connect accepts your order by a confirmatory e-mail, SMS/MMS message or other appropriate means of communication. We, in our sole discretion and at any time, may modify the fees we charge for use of our Services. Any subscription fee change will become effective at the end of the then-current billing cycle, while any changes to transaction-based or other fees will become effective at such time as we may determine, at our sole discretion. We will provide you with reasonable prior notice of any change in the fees we charge for use of our Services to give you an opportunity to, as applicable, terminate your subscription to and/or use of our Services before such change becomes effective. Your continued use of our Services after any fee change comes into effect constitutes your agreement to pay the modified fee amount. Except where required by law, paid fees are non-refundable.

You are solely responsible for all income and expenses incurred by you in connection with the creation, purchase, transfer, redemption, use or sale of your NFTs (and the underlying EGCs, as the case may be) and determining, collecting, reporting and paying all applicable Taxes. Neither we nor any of our affiliates are responsible for determining the Taxes that apply to such transactions. As used herein, "**Taxes**" means

the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

**Section 8. Third Party Accounts**

The Services may allow you to connect your account to third party services or products and their related accounts. When you direct Clean Connect to retrieve your account information from third parties, you authorize and permit us to use and store that information and other information you submit through the Services (such as usernames and passwords) for purposes of providing the Services to you. You grant us a limited power of attorney to access those accounts and retrieve your account information, without additional notice to you. We will be acting as your agent and will not be acting on behalf of the third party.

We do not review third party account information for accuracy and are not responsible for any issues or expenses resulting from such account information, including any inaccuracy or error. You agree that you are solely responsible for keeping your third party credentials safe and secure, and preventing unauthorized access to your account. We assume no liability in connection with your use of third party services or products. You must review and comply with the terms of services or conditions set forth in such third party platforms.

**Section 9. Prohibited Uses**

In addition to other prohibitions as set forth in these Terms, you are prohibited from using our Services or related content (each, a "**Prohibited Use**"):

(a) for any unlawful or fraudulent purpose;

(b) to engage in price manipulation, or other deceptive, misleading or manipulative activity, which includes, without limitation, pump and dump, wash trading, spoofing, layering or other activities that attempt to artificially influence the price of an NFT, or collude with others to do the same;

(c) to solicit others to perform or participate in any unlawful or prohibited acts;

(d) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances, including, without limitation, anti-money laundering and sanctions laws;

(e) to infringe upon or violate our intellectual property rights or the intellectual property rights of others or delete the copyright or other proprietary rights notice from any content;

(f) to harass, abuse, insult, harm, defame, slander, annoy, disparage, intimidate, or discriminate based upon gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;

(g) to submit false or misleading information or otherwise attempt to mislead or impersonate another;

(h) to upload or transmit viruses, any other type of malicious code, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that will or may be used in any way that will affect the functionality or operation of Services

including our website (or related website, other websites, or the Internet) or that interferes with any party's uninterrupted use and enjoyment of our Services;

(i) to collect or track the personal information of others;

(j) to send advertising or promotion materials, spam, phish, pharm, pretext, spider, crawl, scrape, or facilitate the use of any malware or ransomware;

(k) for any damaging, obscene, or immoral purpose;

(l) to interfere with or circumvent the security features of the website (or related website, other websites or the Internet) and/or Services, including those to prevent copying of content or that limit use;

(m) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;

(n) to systematically retrieve data or other content from our Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us or as otherwise provided in these Terms;

(o) to make any unauthorized use of our 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;

(p) to use our Services to advertise or offer to sell goods and services;

(q) to engage in unauthorized framing of or linking to our Services;

(r) except as may be the result of standard search engine or Internet browser usage, to engage in any automated use of or access to the system, such as using scripts to send comments or messages, or using any data mining, bots, scrapers, or similar data gathering and extraction tools;

(s) to interfere with, disrupt, or create an undue burden on the website or the networks or services connected to our Services;

(t) to sell or otherwise transfer your profile;

(u) to use our Services as part of any effort to compete with us or otherwise use our Services and/or the content for any revenue-generating endeavor or commercial enterprise;

(v) to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website;

(w) to copy or adapt our Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;

(x) to 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"); or

(y) in any way that may be deemed a breach or violation of any of our Terms.

We reserve the right to terminate your use of our Services or any related website for violating any of the Prohibited Uses.

**Section 10. Account Information and Security**

You are entirely responsible for any and all activities that occur under your account. You may not use a third party's account without our express written consent.

You must immediately notify us of any unauthorized use of your account and any other such security breach. We will not be liable for any loss that may occur as a result of someone else using your account or log-in credentials, with or without your knowledge. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your personal information.

**Section 11. Disruption to Services**

We reserve the right to withdraw, interrupt, suspend, discontinue, modify, update or amend any Service or material we provide in our sole discretion without notice. We will not be liable if, for any reason, all or any part of our Services are unavailable at any time or for any period, including as a result of hacking and other forms of cybercrime. From time to time, we may restrict access to our Services or to users, including registered users.

**Section 12. Procedure for Making Copyright Claims**

In accordance with the Digital Millennium Copyright Act and other applicable law, in appropriate circumstances and in our sole discretion, we may terminate the rights of any user to use our Services (or any part thereof) who infringes the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed upon; (c) a description of where the material that you claim is infringing is located on our Services; (d) your address, telephone number, and email address; (e) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and/or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

All notices of copyright infringement claims should be sent to our attention at 7352 Greenridge Rd., Unit A9, Windsor, Colorado 80550, USA, Attention: Chief Executive Officer or office@cleanconnect.ai. Under the DMCA, false claims may be subject to penalization.

**Section 13. Compliance with Laws**

You must abide by all federal, state and local laws regarding your use of our Services, including, but not limited to, anti-money laundering and sanctions laws. If you are outside of the United States, you must comply with all local laws with respect to your online conduct, as well as the export of data to the United States or to your country or residence. Without limiting the foregoing, by using the Services, you represent and warrant to Clean Connect that neither you nor, where applicable, your beneficial owners and controllers are: (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties; or (b) a citizen, resident, or entity organized in a jurisdiction or territory that is the subject of comprehensive sanctions by the Office of Foreign Assets Control, the Financial Crimes Enforcement Network, United States, European Union, the British Virgin Islands, and/or any other country from time to time. You are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any

applicable laws. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where the Services are accessed from. Furthermore, we reserve the right, at any time, at our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

This website is intended for adults only. This website is not intended for any children under the age of thirteen (13).

**Section 14. WARRANTY DISCLAIMER**

OUR SERVICES, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR SERVICES, INCLUDING THIS WEBSITE AND ALL USER INFORMATION, INCLUDING EGCS AND ALL EGC INPUTS, IS PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE SERVICES. CLEAN CONNECT DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES. WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY NFTS LISTED THEREIN, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY. CLEAN CONNECT WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS (INCLUDING YOUR PZ WALLET) OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

**Section 15. LIMITATION OF LIABILITY**

IN NO CASE SHALL WE, OUR EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS CLAIM, OR ANY LOST PROFITS, PERSONAL INJURY, PROPERTY DAMAGE, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON, REPLACEMENT COSTS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE ARISING FROM YOUR USE OF OUR SERVICES OR IN ANY WAY RELATED TO OUR SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USE OF OUR SERVICES OR ANY CONTENT OR PRODUCT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE. IN ANY EVENT, THE AGGREGATE LIABILITY OF US AND OUR SERVICE PROVIDERS UNDER THESE TERMS SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100.00).

**Section 16. Termination**

These Terms are effective until terminated. We may terminate this agreement at any time with or without notice. Unless you have an active subscription to use the Services, you may terminate these Terms upon written notice to Clean Connect and by closing your account.

You may cancel our Services at any point by going to your account profile page and following the instructions there for canceling your subscription. If you cancel our Services, your access to our Services will continue until the last day of the subscription term in which you canceled, at which point it will expire.

Unless you affirmatively opt out of automatic renewal, to the extent applicable, you hereby authorize us to renew or begin our Services automatically. If you opt out of automatic renewal, your access to our Services will terminate at the end of the subscription term in which you opt out. You must maintain accurate and up-to-date payment information. We assume no responsibility or liability if your access to our Services fails to renew or otherwise expires because of outdated or incorrect payment information.

Following termination, your account will be placed in “withdrawal only” mode for a period of not more than 30 days, at which time your accunt may be inaccessible to you (the “**Account Closing Date**”). During the withdrawal only period, you will not be able to mint any NFTs, but you may still burn any existing NFTs or otherwise transfer your NFTs to a different platform, and any such actions will be subject to the fees set forth herein and as otherwise displayed on the user interface. We cannot and do not guarantee that you will be able to burn or transfer any NFTs through the ProveZero™ Marketplace after the Account Closing Date.

## Section 17. Governing Law

These Terms and any separate agreements whereby we provide you our Services shall be governed and construed in accordance with the laws of the State of Colorado without reference to any conflict of law rules.

You agree that you will not use our Services in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

## Section 18. Arbitration Clause and Class Action Waiver

If there is any dispute or claim arising from or related to our Services and/or these Terms, you agree that it will be resolved by confidential binding arbitration in Colorado, rather than in court, after first giving Notice of the Dispute ("**Notice**") to us and the opportunity to discuss resolution within thirty (30) days of such Notice. This Notice must include a description of the nature and basis of the claims the party is asserting, and the relief sought. Any Notice to us should be sent to 7352 Greenridge Rd., Unit A9, Windsor, Colorado 80550, USA, Attention: Chief Executive Officer or office@cleanconnect.ai.

If we and you are unable to resolve the claims described in the Notice within thirty (30) days after the Notice is sent, we or you may initiate arbitration proceedings to be conducted by a single impartial arbitrator chosen from the American Arbitration Association's ("**AAA**") National Roster of Commercial Arbitrators by mutual agreement of us and you (or by the AAA if we and you cannot agree). There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the provisions of these Terms as a court would. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.

The Federal Arbitration Act and federal arbitration law apply, and the AAA will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. The arbitration shall be held in the State of Colorado or at another mutually agreed location. If the arbitration involves a consumer, the arbitration will be held at a location convenient to the consumer. If the value of the relief sought is $10,000 or less, we or you may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on us and you subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by us and you unless the arbitrator requires otherwise.

**CLASS ACTION WAIVER: WE AND YOU AGREE THAT DISPUTES BETWEEN US AND YOU WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE AND YOU WAIVE ANY RIGHT TO A JURY TRIAL.**

## Section 19. Indemnification

To the fullest extent permitted by law, and except to the extent arising from our gross negligence or intentional misconduct, you agree to indemnify, defend, and hold harmless us, and our employees, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or rights of a third party.

**Section 20. Miscellaneous**

There are no third party beneficiaries to these Terms. We shall have the right to assign our rights or delegate any of our responsibilities under these Terms to an affiliate or successor or in connection with a merger, consolidation, or reorganization for the sale of substantially all our assets. Nothing contained in these Terms or your use of our Services shall be construed to constitute either us or you as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. The headings used herein are included for convenience only and will not limit or otherwise affect these Terms. No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. To the extent that any provision of these Terms is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

**Section 21. How to Contact Us; Notice**

Where Clean Connect requires that you provide an email address, you are responsible for providing Clean Connect with your most current email address. In the event that the last email address you provided to use is not valid, or for any reasonable is not capable of delivering to you any notices required/permitted by these Terms, Clean Connect's dispatch of the email containing such notice with nonetheless constitute effective notice. If you want to give notice to us or have any questions about these Terms, please contact us at the following email address: office@cleanconnect.ai.