

Terms of Use

(Last Updated 11/18/2021)

IMPORTANT LEGAL NOTICE REGARDING TERMS OF USE OF ALPHA TOURNAMENT AND ALL ASSOCIATED SITES AND SERVICES

IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING ALPHA TOURNAMENT AND ALL ASSOCIATED SITES AND SERVICES, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

USER AGREEMENT

Alpha Vantage Inc. (“Alpha Vantage” or “We”) owns and operates the Website that links to these Terms of Use. We are pleased to offer you access to our Website and the ability to participate in our contests of skill, other content, products, services, promotions, and resources for the Alpha Vantage community (collectively the "Services") that we may provide from our Website, subject to these Terms of Use (the "Terms of Use", or "Terms"), our privacy policy (the "Privacy Policy") and the Official Rules and Regulations for the applicable contests and promotions (the "Rules" or "Rules and Scoring," and together with the Terms of Use and the Privacy Policy, the "Agreements").

CONSIDERATION

You agree to these Terms of Use by accessing or using the Website, registering for Services offered on the Website, or by accepting, uploading, submitting or downloading any information or content from or to the Website. The Website enables users to access open-source documentation and related services, including (without limitation) software and resources, data and computation services, information about the software (“Alpha Vantage Network”), and Services.

Some Services offered by us or other participants in the Alpha Vantage Network require payment or otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure (“Distributed Ledger Technology”), which may require that you pay a fee, such as “gas” charges on the Ethereum network, for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments and fees, “Charges”). You acknowledge and agree that Alpha Vantage has no control over any Distributed Ledger Technology transactions, the method of payment of any Charges, if applicable, or any actual payments of Charges, if applicable. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your Distributed Ledger Technology-compatible wallet address (“Distributed Ledger

Technology Address”) to complete any transaction on the Alpha Vantage Network or the Distributed Ledger Technology before initiating such a transaction.

IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT USE THE WEBSITE. These Terms of Use constitute a legal agreement between you and Alpha Vantage, Alpha Tournament, and all other associated sites and Services, and shall apply to your use of the Website and the Services even after termination.

YOUR REPRESENTATIONS AND WARRANTIES; CONDITIONS

You must be able to form a legally binding contract online to use the Website or the Services. Accordingly, you represent that you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms. Additionally, you represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Website or the Services would be illegal or otherwise violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Alpha Vantage, you, the Website or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (“Applicable Law”).

As a condition to accessing or using the Services or the Website, you represent, warrant and agree that you: (i) will only use the Services and the Website for lawful purposes and in accordance with these Terms; (ii) will ensure that all information that you provide on the Website is current, complete, and accurate; (iii) will maintain the security and confidentiality of access to your Distributed Ledger Technology Address; and (iv) agree (A) that no Protected Party (defined below) will be responsible for any loss or damage incurred as the result of any interactions you have with other users of the Website, Services or the Alpha Vantage Network, including any loss of Alpha Vantage’s utility and governance tokens (“Alpha Vantage Coins”), any other tokens or other unit of value; and (B) if there is a dispute between you and any other site or other user, no Protected Party will be under any obligation to become involved.

As a condition to accessing or using the Website or the Services, you represent, warrant and agree that you will not: (i) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended; (ii) export, reexport, or transfer, directly or indirectly, any Alpha Vantage technology or Alpha Vantage Network data in violation of applicable export laws or regulations; (iii) infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort

while using the Website or the Services; (iv) misrepresent the truthfulness, sourcing or reliability of any content on the Website or through the Services; (v) use the Website or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website, Services or the Alpha Vantage Network, or that could damage, disable, overburden, or impair the functioning of the Website, Services or the Alpha Vantage Network in any manner; (vi) attempt to circumvent any content filtering techniques or security measures that Alpha Vantage employs on the Website or the Services, or attempt to access any service or area of the Website or the Services that you are not authorized to access; (vii) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Website or Services or to extract data; (viii) introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website or the Services; (ix) post content or communications on the Website or through the Services (including User Content (as defined below)) that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; (x) post content on the Website or through the Services containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service; or (xi) encourage or induce any third party to engage in any of the activities prohibited under these Terms.

You represent and warrant that you: (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any of Alpha Vantage Coins that you decide to acquire, sell or use; (ii) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of any Alpha Vantage Coin; and (iii) know, understand and accept the risks associated with your use of the Alpha Vantage Network, your Distributed Ledger Technology Address, the Distributed Ledger Technology, Alpha Vantage Coins and other network tokens, including the risk of mining attacks such as “double-spend attacks,” “majority mining power attacks,” “selfish-mining attacks,” “race condition attacks” and the risks identified in RISK FACTORS below.

You may establish only one account per person to participate in the Services offered on the Website. In the event we discover that you have opened more than one account per person, in addition to any other rights that we may have, we reserve the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any prizes. You are responsible for maintaining the confidentiality of your login names and passwords and you accept responsibility for all activities, charges, and damages that occur under your account. It shall be a violation of these Terms of Use to allow any other person to use your account to participate in any contest. You are responsible for ensuring you use strong and secure passwords, and you may be required to change your passwords from time to time. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We will not be responsible for any loss or damage resulting from your failure to

notify us of unauthorized use. If we request registration information from you, you must provide us with accurate and complete information and must update the information when it changes.

"Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address for registration on the Website.

CONDITIONS OF PARTICIPATION

By entering a Contest, entrants agree to be bound by these Rules and the decisions of Alpha Tournament, which shall be final and binding in all respects. The Company, at its sole discretion, may disqualify any entrant from a Contest, refuse to award benefits or prizes and require the return of any prizes, if the entrant engages in conduct or otherwise utilizes any information the Company deems to be improper, unfair or otherwise adverse to the operation of the Contest or is in any way detrimental to other entrants. These Terms prohibit entering a Contest if the entrant is:

- Accessing or has had access to any material non-public information or other information that is not available to all other entrants of a Contest and that provides the entrant an advantage in such a Contest ("Material Non-public Information");
- Breaches any rules or policies of the entrant's employer, of any regulatory agency, or any other professional body of which the entrant is a member, including any rule or policy regarding participation in Contests or accepting prize money;
- Any person prohibited from participating pursuant to court order;
- Any entrant who has knowingly received Material Non-public Information or any other non-public information that provides an advantage in a Contest from any person who is prohibited from entering a Contest as provided in these Terms.

In addition, conduct that would be deemed improper also includes, but is not limited to:

- Falsifying personal information required to enter a Contest or claim a prize;
- Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a Contest or claim a prize;
- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Any violation of Contest rules or the Terms of Use;
- Using a single Account to participate in a Contest on behalf of multiple entrants or otherwise collaborating with others to participate in any Contest;
- Using automated means (including but not limited to scripts and third-party tools) to interact with the Website in any way;
- Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Website or of any User for any purpose.
- Tampering with the administration of a Contest or trying to in any way tamper with the computer programs or any security measure associated with a Contest;

- Obtaining other entrants information and spamming other entrants; or
- Abusing the Website in any way.

Users further acknowledge that the forfeiture and/or return of any prize shall in no way prevent Alpha Vantage from pursuing criminal or civil proceedings in connection with such conduct.

By entering into a Contest or accepting any prize, entrants, including but not limited to the winner(s), agree to indemnify, release and to hold harmless Alpha Tournament, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in the Contest, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or travelling to or from any prize related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy. Alpha Tournament may, in its sole and absolute discretion, require an Authorized Account Holder to execute a separate release of claims similar to the one listed above in this Paragraph as a condition of being awarded any prize or receiving any payout.

Alpha Vantage is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit an entrant to participate in a Contest), including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from participation in a Contest; inability to access the Website, or any web pages that are part of or related to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

Alpha Vantage is not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason a Contest is not capable of running as originally planned, or if a Contest, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Contest in accordance with the Terms of Use or applicable Contest rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Alpha Vantage corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Contest, the Company reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Website.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ALPHA VANTAGE RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

To be eligible to enter any contest or receive any prize, the Authorized Account Holder may be required to provide Alpha Tournament additional documentation and/or information to verify the identity of the Authorized Account Holder, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of an Authorized Account Holder, Alpha Tournament will, in its sole and absolute discretion, utilize certain information collected by Alpha Tournament to assist in verifying the identity and/or eligibility of such Authorized Account Holder.

Participation in each Contest must be made only as specified in the Terms of Use. Failure to comply with these Terms of Use will result in disqualification and, if applicable, prize forfeiture.

Where legal, both entrants and winner consent to the use of their name, voice, and likeness/photograph in and in connection with the development, production, distribution and/or exploitation of any Contest or the Website. Winners agree that from the date of notification by Alpha Tournament of their status as a potential winner and continuing until such time when Alpha Tournament informs them that they no longer need to do so that they will make themselves available to Alpha Tournament for publicity, advertising, and promotion activities.

Alpha Tournament reserves the right to move entrants from the Contests they have entered to substantially similar Contests in certain situations determined by Alpha Tournament in its sole discretion.

OTHER LEGAL RESTRICTIONS

CONTEST OF SKILL

Contests offered on the Website are contests of skill. Winners are determined by the objective criteria described in the Website, and any other applicable documentation associated with the Contest. From all entries received for each Contest, winners are determined by the individuals who use their skill and knowledge to accumulate the highest percentage returns according to the corresponding scoring rules. The Website and Contests may not be used for any form of illicit gambling.

CONTEST RESULTS

Contest results and prize calculations are based on the final statistics and scoring results at the completion of each individual Contest. Once Contest results are reviewed, prizes are awarded. Alpha Tournament reserves the right, in its sole and absolute discretion, to deny any contestant

the ability to participate in contests for any reason whatsoever. Further, Alpha Tournament may, in its sole and absolute discretion, invalidate any contest result for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or in the event that there is a risk of any such abusive, illegal, or unfair activity.

PRIZE PAYOUTS

Contest prize payouts will be published with the creation of each new contest. Alpha Tournament reserves the right, in its sole discretion, to cancel or suspend the contests (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the contest (or any portion thereof) warrant doing so. Notification of such changes may be provided by Alpha Tournament to its customers but will not be required.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedy, Alpha Tournament may, without prior notice, immediately revoke any or all of your rights granted hereunder. In such event, you will immediately cease all access to and use of the Alpha Tournament Website. Alpha Tournament may revoke any password(s) and/or account identification issued to you and deny you access to and use of the Website. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

INDEMNIFICATION

You will defend, indemnify, and hold harmless Alpha Vantage, Alpha Tournament, our affiliates, and our affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, licensors and contractors (collectively, "Protected Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to your use of, or conduct in connection with, the Website, Services, the Alpha Vantage Network or Alpha Vantage Coins, Distributed Ledger Technology assets associated with your Distributed Ledger Technology Address, any other digital assets, any Feedback or User Content; your violation of these Terms; your violation of Applicable Law or regulations; or your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Protected Party, Alpha Vantage (or, at its discretion, the applicable Protected Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Alpha Vantage wishes to settle, and if so, on what terms.

DISCLAIMER OF WARRANTIES

THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE WEBSITE; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE WEBSITE; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE WEBSITE; (D) THE MESSAGES AND INFORMATION SENT FROM THE WEBSITE BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE WEBSITE OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, ANY OF THE WEBSITES' FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, THE COMPANY SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE WEBSITE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE OR THE CONTENT. FURTHER, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

THE COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THE COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE WEBSITE AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "COMPANY ENTITIES AND INDIVIDUALS"), BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES

OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE WEBSITE, THE CONTENT, OR YOUR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE WEBSITE; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEBSITE OR CONTENT;(4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (5) ANY ERRORS OR OMISSIONS IN THE WEBSITE'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEBSITE). IN NO EVENT WILL THE COMPANY ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE COMPANY ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100). THE COMPANY ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEBSITE OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE OR OTHER PROPERTY OWNED OR CONTROLLED BY THE COMPANY AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY WEBSITE OR OTHER PROPERTY OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE WEBSITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING,

TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

INTELLECTUAL PROPERTY RIGHTS

The content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to Alpha Vantage, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Alpha Vantage reserves all rights not expressly granted in and to the Website and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website or the Intellectual Property therein.

Some of the Services may allow you to submit or transmit audio, video, text, or other materials (collectively, "User Submissions") to or through the Services. When you provide User Submissions, you grant to Alpha Vantage, its parents, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sublicenseable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those User Submissions, and your name, voice, likeness and other identifying information where part of a User Submission, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.

In addition, you agree that any User Submissions you submit shall not contain any material that is, in the sole and absolute discretion of Alpha Vantage, inappropriate, obscene, vulgar, unlawful, or otherwise objectionable (hereinafter, "Prohibited Content"). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to Alpha Vantage, may result in account suspension or termination.

We respect your ownership of User Submissions. If you owned a User Submission before providing it to us, you will continue owning it after providing it to us, subject to any rights granted in the Terms of Use and any access granted to others. If you delete a User Submission from the Services, our general license to that User Submission will end after a reasonable period of time required for the deletion to take full effect. However, the User Submission may still exist in our backup copies, which are not publicly available. If your User Submission is shared with third parties, those third parties may have retained copies of your User Submissions. In addition, if we made use of your User Submission before you deleted it, we will continue to have the right

to make, duplicate, redistribute, and sublicense those pre-existing uses, even after you delete the User Submission. Terminating your account on a Service will not automatically delete your User Submissions.

We may refuse or remove a User Submission without notice to you. However, we have no obligation to monitor User Submissions, and you agree that neither we nor our parents, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the Privacy Policy, we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from others.

You represent and warrant that you have all rights necessary to grant to Alpha Vantage the license above and that none of your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate Applicable Law.

CONSENT TO JURISDICTION IN MASSACHUSETTS, ATTORNEY'S FEES

The exclusive jurisdiction and venue for proceedings involving any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the Website (including all commercial transactions conducted through the Website) ("Claims") shall be the courts of competent jurisdiction sitting within Suffolk County, Massachusetts (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (b) you and Alpha Vantage waive any and all rights to trial by jury with respect to any Claims.

RISK FACTORS

You acknowledge the following serious risks to any use of the Website or the Services or the Alpha Vantage Coin and expressly agree to not hold any Protected Parties liable should any of the following risks occur:

Risk of Alternative, Unofficial Alpha Vantage Networks: It is possible that alternative Alpha Vantage-based networks could be established, which utilize the same open-source code and open-source protocol underlying the Alpha Vantage Network and/or Services. The Alpha Vantage Network may compete with these alternative Alpha Vantage-based networks, which could potentially negatively impact the Alpha Vantage Network, the Services and/or the Alpha Vantage Coin.

Risks Associated with New and Evolving Laws: The Alpha Vantage Network, and by extension the Website and Services, may be subject to a variety of international laws and regulations, including those with respect to financial or securities regulations, consumer privacy, data

protection, consumer protection, content regulation, network neutrality, cyber security, data protection, intellectual property (including copyright, patent, trademark and trade secret laws), defamation, and others. Such laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting Alpha Vantage could be enacted. As the Website, Services and Alpha Vantage Network evolve, we may be subject to new laws, and the application of existing laws to us might change. These laws and regulations are frequently costly to comply with and may divert a significant portion of Alpha Vantage's attention and resources or restrict the way the Alpha Vantage may operate. If we fail to comply with these Applicable Laws or regulations, we could receive negative publicity and be subject to significant liabilities which could adversely impact the Website, Services, and the Alpha Vantage Network and Alpha Vantage Coins.

Risk of Blockchain Network Attacks: Any blockchain used for the Services and/or the Alpha Vantage Network may be susceptible to mining attacks, including but not limited to: double-spend attacks, reorganizations, majority mining power attacks, "selfish-mining" attacks, and work race condition attacks. Any successful attacks present a risk to the Services, the Alpha Vantage Network, expected proper execution and sequencing of transactions, and expected proper execution and sequencing of contract computations. Known or novel mining attacks may be successful.

Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power of the Services and the Alpha Vantage Network: If the Services and/or the Alpha Vantage Network are rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which Alpha Vantage services can be provided. Under such a scenario, the Services and Alpha Vantage Network could become destabilized, due to the increased cost of running distributed applications. In turn, this could dampen interest in the Services, the Alpha Vantage Network and Alpha Vantage Coins. Insufficiency of computational resources and an associated rise in the price of Alpha Vantage Coins could result in businesses being unable to acquire scarce computational resources to run their distributed applications. This could result in lost revenues and disruption or halting of business operations.

Risk of Regulatory Actions in One or More Jurisdictions: The Website or the Services or the Alpha Vantage Coin could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Alpha Vantage to continue to develop the Website or Services, or which could impede or limit your ability to use the Website or Services or the Alpha Vantage Coin.

Risk of Security Weaknesses in the Alpha Vantage Network Core Infrastructure Software: The Website, Services and the Alpha Vantage Network rest on open-source software, and there is a risk that the Protected Parties, or other third parties not directly affiliated with Alpha Vantage, may introduce weaknesses or bugs into the core infrastructural elements of the Website, Services or the Alpha Vantage Network causing the system to lose Alpha Vantage Coins stored in one or more of your accounts or other accounts or lose sums of other valued tokens. Furthermore, despite our good faith efforts to develop and maintain the Website, Services and the Alpha

Vantage Network, the Website, Services and the Alpha Vantage Network may experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Website, Services, the Alpha Vantage Network and Alpha Vantage Coins.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography: Cryptography is an art, not a science. And the state of the art can advance over time. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Website, Services and the Alpha Vantage Network which could result in the theft or loss of Alpha Vantage Coins. To the extent within its control and otherwise possible, Alpha Vantage intends to update the protocol underlying the Services and the Alpha Vantage Network to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or guarantee that any security updates will be made in a timely or successful manner.

Risk that the Website and Services, as Developed, will not meet the expectations of User: You recognize that the Website, Services and the Alpha Vantage Network are under development and may undergo significant changes over time. You acknowledge that any expectations regarding the form and functionality of the Alpha Vantage Network held by you may not be met for any number of reasons including a change in the design and implementation plans, specifications and execution of the implementation of the Website, Services or the Alpha Vantage Network.

Market Risks: Alpha Vantage Coins are intended to be used solely in connection with the Alpha Vantage Network, and we do not support or otherwise facilitate any secondary trading or external valuation of Alpha Vantage Coins. This restricts the contemplated avenues for using Alpha Vantage Coins, and could therefore create illiquidity risk to Alpha Vantage Coins you hold. Even if secondary trading of Alpha Vantage Coins is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to Alpha Vantage Coins (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

Specific Risks Relating to Value and Function of Alpha Vantage Coins: The utility benefits of using Alpha Vantage Coins can only materialize through user-driven adoption over time. Such adoption depends on a variety of factors, including the pace of user adoption, the organic community-driven expansion of the Alpha Vantage Network. As such, the extent of user adoption is entirely outside of our control and cannot be stated with any certainty. The price of Alpha Vantage Coins may fluctuate in response to competitive and market conditions affecting the general supply of and demand for user-requested services. These conditions are beyond our control. The value of Alpha Vantage Coins on the Alpha Vantage Network may be lower than the price at which it was purchased. The utility of Alpha Vantage Coins, and any value associated with that utility, will depend on the ability of the Alpha Vantage Network to adequately facilitate user-requested services. Inadequate supply may result in such services taking more time, while inadequate demand may make it difficult to obtain services, both of which may discourage participation in the Alpha Vantage Network. No promises of future performance or value are or will be made with respect to Alpha Vantage Coin, including no

promise of inherent value, no promise of continuing payments, and no guarantee that Alpha Vantage Coin will hold any particular value.

Unanticipated Risks: Cryptographic tokens such as Alpha Vantage Coins are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with the Services, the Alpha Vantage Network and Alpha Vantage Coins, including those that the Alpha Vantage cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms.

MISCELLANEOUS

These Terms of Use shall be governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles. Any claim or dispute between you and Alpha Vantage that arises in whole or in part from the Terms of Use, the Website or any Contest shall be decided exclusively by a court of competent jurisdiction located in Suffolk County, Massachusetts.

Nothing in the Terms of Use shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By participating in any Contest on the Website, you agree to indemnify, protect, defend and hold harmless Alpha Vantage, Alpha Tournament, its subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives (the "Alpha Vantage Entities"), from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, "Claims") arising from or connected with your use of the Website, any payment methods used, any funding of your account, and/or your participation in any Contest. The Website may contain links to third party websites that are not owned or controlled by Alpha Vantage. Alpha Vantage have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Alpha Vantage will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Alpha Vantage from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

Nothing in the Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and Alpha Vantage.

Third-party online publishers that refer users to the Alpha Tournament website shall not be responsible or liable for the Alpha Tournament website or any of the content, software, or functions made available on, or accessed through, or sent from, the Alpha Tournament website.

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Alpha Vantage's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Alpha Vantage reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. If you continue to use the Services after we change the Terms of Use, you accept all changes. The failure of Alpha Vantage to comply with any provision of these Terms of Use due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Company (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Use.

ALPHA VANTAGE, ALPHA TOURNAMENT AND OTHER TRADEMARKS CONTAINED ON THE WEBSITE ARE TRADEMARKS OR REGISTERED TRADEMARKS OF ALPHA VANTAGE IN THE UNITED STATES AND/OR OTHER COUNTRIES. THIRD PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. YOU MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS ON THE WEBSITE.