

Lace Terms of Use

Last Updated: June 27, 2025

These Lace Terms of Use (these “**Lace Terms**”) set forth the binding legal agreement between you and Input Output Global, Inc. (“**IOG**,” “**we**,” “**us**” or “**our**”). These Lace Terms govern your use of the Lace.io website, the Lace wallet browser extension, the Lace mobile app (when available) and other services, features, functionality or resources available or enabled within any of the foregoing (collectively, “**Lace Products**”). Use of or access to all other websites, browser extensions or plug-ins, mobile apps, products and services offered by IOG and its affiliated entities (collectively, “**Other Products**”) are excluded from the scope of these Lace Terms and may be governed by other terms and conditions. Please visit the websites or product/service pages specific to the Other Products to see such terms and conditions.

We encourage you to review these Lace Terms carefully. By accessing or using the Lace Products in any way, you agree to these Lace Terms in their entirety. If you do not agree to any of the Lace Terms, you may not use the Lace Products.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE LACE TERMS, YOU ARE AGREEING TO AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND IOG TO BE RESOLVED THROUGH BINDING AND FINAL ARBITRATION RATHER THAN IN COURT. PLEASE CAREFULLY REVIEW SECTION 12 OF THESE LACE TERMS FOR DETAILS REGARDING ARBITRATION. IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 12 WILL NOT APPLY TO YOU AND THE PROVISIONS OF SECTION 13 WILL APPLY INSTEAD.

1. **Lace Products and Access Credentials.** The Lace Products provide non-custodial wallet services that enable you to self-custody and manage your digital assets. IOG does not collect or store your private keys, wallet passwords, seed or recovery phrases, other private access information (collectively, “**Access Credentials**”) or transaction information. You retain full and sole control and responsibility over your crypto assets, your Access Credentials and your access to the Lace Products. You acknowledge you will not share with us nor any other third party any Access Credentials and we will not be held responsible if you do share any Access Credentials, whether you do so knowingly or unknowingly. IOG is not a bank or financial institution and does not provide investment or financial advice or consulting services to users of the Lace Products or the Other Products.
2. **Using the Lace Products.**
 - a. **Who can use the Lace Products.** You must be at least the age of majority and capable of forming a binding contract in the jurisdiction where you live to use the Lace Products. If you are accessing or using the Lace Products on behalf of a company (such as your employer) or other legal entity, you represent and warrant you have the authority to bind that entity to these Lace Terms. In that case, references in these Lace Terms to “you” and “your” will also refer to that entity.
 - b. **Access.** You must provide all equipment and software necessary to connect to use the Lace Products. You are solely responsible for any fees, including Internet connection or mobile fees, you incur when accessing or using the Lace Products. We reserve the right to block, suspend, restrict or terminate access to the Lace Products in our discretion at any time and without notice, including from certain users, IP addresses and unique device identifiers or as required by applicable law or any governmental authority. IOG is under no obligation to disclose to you the details giving rise to such actions taken regarding access to the Lace Products.
 - c. **Security and Access Credentials.** The Lace Products are accessed only via your local installation. You are responsible for the security of the device on which the Lace Products are installed, including ensuring you keep anti-virus software current and protect the device on which the Lace Products are installed against malware. IOG is not responsible for any losses or damages – including loss of funds or lockout from accounts accessed via the Lace Products – resulting from your failure to keep the device on which the Lace Products are installed safe and free of any malware. We are not responsible for unauthorized access or use of the Lace Products. IOG cannot and will not store, restore or recover your Access Credentials or unlock account information stored on the Lace Products in any circumstances, including if the Lace Products are compromised by malware on your computer or device. It is your sole responsibility to take all reasonable precautions to secure, protect and backup your Access Credentials and any information stored in the Lace Products. You acknowledge your Access Credentials may be compromised

if you choose to store such information in non-secure systems, such as third-party email services, which may be susceptible to security breaches and security incidents.

- d. **Domains.** You solely assume the risk associated with obtaining, using or relying upon a crypto domain, non-fungible token domain, decentralized domain, blockchain domain or any other domains in connection with your use of the Lace Products, or transactions to or from the Lace Products in connection with your use.
- e. **Costs and Fees.** Use of the Lace Products with Third-Party Services (as defined below) may be subject to platform fees, and you acknowledge we may earn a portion of those fees in connection with your use of, or access to, the Lace Products. Third parties may also charge fees for Third-Party Services they provide to you when you elect to use such services in connection with the Lace Products. In addition, interactions with the relevant blockchain network(s) may also result in transaction fees and/or “gas” fees imposed by such network(s), which are also solely your responsibility and may increase at any time.
- f. **Taxes.** You are responsible for all costs incurred by you in using the Lace Products and determining, collecting, reporting and paying all applicable Taxes. As used in these Lace Terms, “Taxes” means the taxes, duties, levies, tariffs and other governmental charges 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 the Lace Products. You are further responsible for independently maintaining the accuracy of any record submitted to any tax authority. We reserve the right to report any activity occurring using the Lace Products to relevant tax authorities as required under applicable law.
- g. **Updates and Product Changes.** The Lace Products are evolving and you may be required to accept or install updates to the Lace Products or to update third-party software (i.e., browsers or operating systems) to keep using the Lace Products or access their latest features, including security updates. We reserve the right to make changes or updates to the Lace Products, including content and formatting, or to discontinue, change or remove the functionality of the Lace Products, at any time without notice.
- h. **Support.** You may seek or receive technical or product support, information, advice or guidance from us regarding the Lace Products by submitting a request [here](#). All support made available or provided by or on behalf of IOG is believed to be reliable, but we do not make representations or warranties, express or implied, as to its accuracy, its completeness or the results to be obtained. Such support is provided for informational purposes only and, by accepting such support, you represent you have adequate skill and experience regarding the proper selection, use and application of the Lace Products and use the Lace Products at your own discretion and risk. You acknowledge our customer support efforts may be impersonated by malicious third parties and that we are not responsible for the actions of such impersonators. You further acknowledge we will not offer support via SMS, WhatsApp, Telegram, WeChat, Twitter (X) DMs or any other method outside of submitting a request [here](#).
- i. **Beta Releases.** IOG may offer beta features or tools with which you may experiment. Such features or tools are offered solely for experimental purposes, without any warranty of any kind, and may be modified or discontinued at IOG’s sole discretion.
- j. **Additional Lace Terms.** Specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through the Lace Products or transactions taking place through the Lace Products, by or on behalf of IOG and excluding Third-Party Services. Such specific terms may be in addition to these Lace Terms or, where inconsistent with these Lace Terms, only to the extent the content or intent of such specific terms is inconsistent with these Lace Terms, such specific terms will supersede these Lace Terms.
- k. **Feedback.** We appreciate and welcome your feedback, comments, ideas, proposals and suggestions about how to improve or modify the Lace Products (collectively, “Feedback”). Feel free to submit Feedback by contacting us at lace@iohk.io. By submitting Feedback in this or in any other manner, format or medium to us, you grant us the right, at our discretion, to use, disclose and otherwise exploit the Feedback, in whole or part, without any restriction, attribution, notice or compensation to you. You hereby irrevocably assign to IOG all right, title and interest in and to the Feedback, and shall provide IOG with any assistance required to document, perfect and maintain its rights in the Feedback. To the extent that moral rights cannot be assigned under applicable law, you hereby waive and agree not to enforce against IOG all moral rights, including, without limitation on subsequent modification, to the extent permitted under applicable law.

3. Your Content and Your Conduct.

- a. **Definition of Your Content.** The Lace Products may enable you to directly or indirectly post, upload, submit or contribute content or materials, including, without limitation, photos, profile pictures, names,

trademarks, messages, comments, testimonials or reviews of third-party service providers, third-party products or third-party services. All content and materials that are posted, uploaded, submitted or contributed on or to the Lace Products by you or on your behalf (but excluding Feedback) are referred to collectively as "**Your Content**".

- b. **License and Permission to Use Your Content.** You hereby grant to us and our affiliates, licensees and sublicensees, without compensation to you or others, a non-exclusive, perpetual, irrevocable, transferable, assignable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute Your Content, or any portion of Your Content, throughout the world in any format, media or distribution method (whether now known or hereafter created) for the duration of any copyright or other rights in Your Content. Such permission will be perpetual and may not be revoked for any reason, to the maximum extent permitted by law. Further, to the extent permitted under applicable law, you waive and release any covenant not to assert any moral rights that you may have in Your Content. If you identify yourself by name or provide a picture or audio or video recording of yourself, you further authorize us and our affiliates, licensees and sublicensees, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) your name, voice and likeness throughout the world, and such permission will be perpetual and cannot be revoked for any reason, except as required by applicable law. We may use Your Content in any manner that we deem appropriate or necessary, including but not limited for IOG Business Purposes. "**IOG Business Purposes**" means any use in connection with the Lace Products, Our Materials (as defined below) or IOG's business, or any use which advertises, markets or promotes Lace Products, the services or the information within the Lace Products, IOG or its affiliates. IOG Business Purposes specifically includes the use of Your Content within the Lace Products in connection with features and functions offered by IOG to our users that enable them to view and interact with Your Content (such as reviews).
- c. **Ownership.** You or your licensors, as applicable, retain ownership of and responsibility for Your Content, subject to the non-exclusive rights granted to us in paragraph (b) above. We acknowledge no ownership of any intellectual property rights in Your Content is transferred to us under these Lace Terms.
- d. **Your Responsibilities for Your Content.** By directly or indirectly posting, uploading, submitting or contributing Your Content to any Lace Products, you represent and warrant to us that you have the ownership rights, or you have obtained all necessary licenses or permissions from any relevant parties, to use Your Content in this manner. This includes obtaining the right to grant us the rights to use Your Content in accordance with these Lace Terms. You are in the best position to judge whether Your Content is in violation of intellectual property or personal rights of any third party. **You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with Your Content.** You are responsible for ensuring that Your Content does not violate any applicable law, regulation or violate, infringe or misappropriate the rights of any party (including, without limitation, intellectual property rights or rights of privacy or publicity). You alone shall pay all royalties, fees and any other monies owed to any person by reason of Your Content. We reserve the right to remove Your Content, in whole or part, for any reason without notice. We do not guarantee that we will publish any or all Your Content.

4. **Our Materials.**

- a. **Definition of Our Materials.** All right, title and interest in or related to the Lace Products (including, but not limited to, the information and content available in the Lace Products, the Lace Product descriptions and our software), including all related intellectual property rights (collectively, "**Our Materials**") is the exclusive property of IOG or its licensors. Without limiting the terms of Section 11, any unauthorized use of the Lace Products terminates the licenses granted by IOG in these Lace Terms.
- b. **Our License to You.** Subject to these Lace Terms, we hereby grant you a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable license to use and access Our Materials in connection with your use of the Lace Products. Except as expressly agreed to otherwise by us (such as your entering into a separate agreement with us), your use of the Lace Products is subject to these Lace Terms and must be limited to personal, non-commercial use on computers or devices you own or control. We may terminate this license at any time for any reason. Except for the rights and license granted in these Lace Terms, we and our licensors reserve all other rights and grant no other rights or licenses, implied or otherwise. Some of Our Materials may be provided under and subject to open-source licenses, in which case the specific license(s) mentioned in connection with such of Our Materials apply. IOG or its licensors retain exclusive ownership of our name, logos, graphics, service marks and trademarks (the

"IOG Marks"). You shall not use the IOG Marks in public facing materials without our prior written consent.

- c. **Ownership.** You acknowledge that the Lace Products and Our Materials are and will remain the property of IOG or its licensors. The content, information and services made available on the Lace Products are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. You acknowledge that you do not acquire any ownership rights by using or interacting with the Lace Products. You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying Our Materials.

5. Restrictions.

- a. **Restrictions on Your Conduct and Your Content.** You may not use the Lace Products for any purpose prohibited by these Lace Terms or applicable law. You shall not (and shall not permit or encourage any third party to) take any action on or through the Lace Products or make available any of Your Content that:

- Intentionally or unintentionally violates, facilitates or promotes conduct that would be considered a violation of any applicable law, rule or regulation, whether civil or criminal;
- Infringes any intellectual property rights of any person or entity or uses the copyrighted, patented or trademarked intellectual property of another, or the trade secret of or confidential information of another, without permission of the owner or creator;
- Is unlawful, threatening, defamatory, libelous, deceptive, false, misleading, fraudulent, abusive, hateful, discriminatory, harassing, tortious, vulgar, obscene, violent, sexual, pornographic, profane, invades the privacy of another, is otherwise objectionable or facilitates or promotes any of the foregoing;
- Engage or assist, or collude with others to engage or assist in, in deceptive or misleading activities or market manipulation activities, which include without limitation pump and dump, wash trading, spoofing, layering or other activities that attempt to artificially influence a digital asset's price and/or the behavior of the relevant market(s);
- Use the Lace Products to participate in fundraising for a business, protocol or platform, including but not limited to creating, listing or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in an initial coin offering or any securities offering;
- Impersonates or misrepresents the identity of another user, person or entity;
- Expresses or implies an endorsement on behalf of or an affiliation with IOG;
- Reproduces, duplicates, copies, sells, resells or otherwise exploits for any commercial purposes any portion of, use of or access to the Lace Products;
- Involves either commercial activities or sales (such as contests, sweepstakes, barter, advertising or pyramid schemes) or unauthorized or unsolicited advertising, junk or bulk e-mail;
- Interferes with the proper functioning of the Lace Products or engages in any potentially harmful acts directed against the Lace Products, including violating any security features, introducing viruses, worms or similar harmful code into the Lace Products; or
- Is targeted toward children and minors.

- b. **Other Restrictions.** Except as expressly permitted by these Lace Terms, you shall not:

- Use, reproduce, distribute, host, sell, license, rent, lease, transfer, assign or otherwise exploit (commercially or otherwise) the Lace Products or Our Materials without our express written permission;
- Copy, modify, alter, tamper with, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Lace Products or Our Materials;
- Use any manual or automated data scraping software, devices or other processes (including spiders, data mining, robots or similar data gathering and extraction tools) to mine or otherwise scrape data in connection with your use of the Lace Products or Our Materials;
- Use the Lace Products or Our Materials to train any artificial intelligence, machine learning, large language models or other similar neural networks, algorithms or systems;
- Access the Lace Products or Our Materials to build similar or competitive service(s) or software;
- Copy, reproduce, distribute, republish, download, display, post or transmit any of Our Materials;
- Use any metatags or other hidden text using Our Materials;
- Remove or destroy any copyright notices, other proprietary markings, identifying language or other similar messages and markings contained on or in the Lace Products or Our Materials;
- Attempt to gain unauthorized access to any portion or feature of, or services offered on or through, the Lace Products, any systems or networks connected to the Lace Products or any IOG server;

- Probe, scan or test the vulnerability of the Lace Products or any network connected to the Lace Products, nor breach the security or authentication measures on the Lace Products or any network connected to the Lace Products; or
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Lace Products or IOG's systems or networks, or any systems or networks connected to the Lace Products.

You may view and print a reasonable number of copies of Our Materials and the web pages located on the Lace Products for your own personal use, provided that you retain all proprietary notices contained in the original materials, including attribution to IOG. We have no obligation to delete content that you personally may find objectionable or offensive.

6. Other Offerings on the Lace Products.

- Third-Party Services.** The Lace Products may enable access to third-party content, websites, applications, marketplaces, products and services and may offer interactions with third parties, in either case that we do not own or control (collectively, "**Third-Party Services**"). Your access or use of Third-Party Services is at your own election and at your own risk. The availability of any Third-Party Services on or with the Lace Products does not imply our endorsement or verification of the Third-Party Services. We assume no responsibility for, nor do we endorse or verify the content, offerings or conduct of, Third-Party Services or any third parties (including but not limited to the products or services offered by third parties or the descriptions of the products or services offered by third parties). We make no warranties or representations with respect to the accuracy, completeness or timeliness of any content posted on or in the Lace Products by anyone. **You acknowledge that: all decentralized applications provided through the Lace Products, including any cryptocurrency exchanges, are executed by Third-Party Services; IOG does not directly perform the services offered through these Third-Party Services; and IOG does not directly exchange virtual currencies.**
- Third-Party Services Terms.** Your use of or access to Third-Party Services is subject to the privacy practices, privacy policies and terms of use (or equivalent) established by the Third-Party Services, and you are responsible for reviewing, agreeing to and complying with such terms prior to accessing or using Third-Party Services in connection with or through the Lace Products. We do not control the terms, policies or performance of any third party, including Third-Party Services, and we are not responsible for any performance, or failure to perform, of any Third-Party Service, including exchange rates, processing of transactions and similar activities. We do not provide customer support for transactions performed by Third-Party Services. When you leave the Lace Products and access a Third-Party Service, the Third-Party Service's terms of use govern the transaction.
- Third-Party Trademarks.** Any trade names, logos, brands and other trademarks featured or referred to in any Third-Party Services are the property of their respective trademark holders.

7. Digital Millennium Copyright Act Policy.

IOG respects the intellectual property rights of others and expects its users to do the same. It is IOG's policy to comply with the Digital Millennium Copyright Act ("**DMCA**") and to respond to claims of copyright infringement using the DMCA reporting process below. We may remove content from the Lace Products if a user provider repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders.

- DMCA Reporting.** If you are a copyright owner or a legally authorized representative of a copyright owner and believe that any content in or on an IOG Product infringes upon your copyrights, then we encourage you to [submit a request here](#) or contact us by email at DMCA@iohk.io. Alternatively, pursuant to the DMCA (see 17 U.S.C. § 512(c)(3) for further detail), you may mail a written notice to our designated copyright agent (see contact information below).
- Report Requirements.** Regardless of the method you use to contact us, you must provide all the following information in your communication. Please note the notice must be completed by the lawful owner of the copyright or a legally authorized representative of the copyright owner.
 - A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the copyright owner;
 - Identification of the copyrighted work claimed to have been infringed, or, if the notification involves multiple copyrighted works on the same website, mobile app, product, service, plug-in or browser extension a representative list of such works;
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, in all cases with information reasonably sufficient to allow us to locate the material;

- Reasonably sufficient information to allow us to contact you, including your name, postal address, telephone number and, if available, an email address;
 - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
 - A statement that the information in the notification is accurate; and
 - A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- c. **DMCA Contact.** You can send your properly completed DMCA notice to IOG's designated copyright agent at:
- Input Output Global, Inc.
2015 Ionosphere Street, Suite 201
Longmont, Colorado 80504 USA
Attn: Legal Department, c/o Tobias Weas

Please note that written submissions sent via physical mail to the above address may take longer to process and must include all the information listed above.

- d. **DMCA Compliance.** Your properly completed DMCA notice may be shared by IOG with the user alleged to have infringed your relevant copyright(s), and you consent to IOG making such disclosures. There are legal and financial consequences, including civil and/or criminal penalties, for submitting bad faith or fraudulent infringement reports. By submitting a DMCA notice, you acknowledge that you will be liable for any damages, including costs and attorneys' fees, that IOG incurs related to any misrepresentation relied upon in removing or disabling access to the alleged infringing material or activity, or in replacing the removed material or ceasing to disable access to it.
- e. **DMCA Damages.** IOG reserves the right to seek damages from any party/parties that submits a DMCA notice in violation of the DMCA. For clarity, only DMCA notices should be directed to the designated copyright agent displayed above. You acknowledge that if you fail to comply with all the requirements in this Section, then your DMCA notice may not be valid.

8. Disclaimers, Limitations of Liability and Assumption of Risks. PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF IOG ENTITIES (AS DEFINED BELOW) TO YOU.

THE "IOG ENTITIES" COLLECTIVELY MEANS INPUT OUTPUT GLOBAL, INC. AND ALL ITS SUBSIDIARIES, AFFILIATES, RELATED COMPANIES AND LICENSORS AND THE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION IN THIS SECTION 8 APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- a. **AS IS.** WE ARE PROVIDING YOU THE LACE PRODUCTS, OUR MATERIALS AND THIRD-PARTY SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE IOG ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. YOU ACKNOWLEDGE THAT ALL RISK OF USE OF THE LACE PRODUCTS RESTS ENTIRELY WITH YOU. NOTHING CONTAINED IN THE LACE PRODUCTS OR OUR MATERIALS IS INTENDED TO BE LEGAL, FINANCIAL OR TAX ADVICE.
- b. **THIRD PARTY CONTENT AND CONDUCT.** THE IOG ENTITIES MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY FOR: (i) CONTENT POSTED BY YOU OR ANY THIRD PARTY ON OR WITHIN THE LACE PRODUCTS, (ii) THIRD PARTY-PROVIDED PRODUCT DESCRIPTIONS OR PRODUCTS, (iii) THIRD-PARTY SERVICES OR PRODUCTS LISTED ON OR ACCESSIBLE TO YOU THROUGH THE LACE PRODUCTS, AND (iv) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF ANY LACE PRODUCT OR OUR MATERIALS. THE IOG ENTITIES WILL NOT BE LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE IOG ENTITIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE LACE PRODUCTS, INCLUDING THE USE OF THIRD-PARTY SERVICES. THE RISK OF INJURY FROM USE OF ALL OF THE FOREGOING RESTS ENTIRELY WITH YOU.
- c. **ELECTRONIC COMMUNICATIONS AND SECURITY.** THE IOG ENTITIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THE LACE PRODUCTS OR ANY OF THEIR WEBSITES. YOU ACKNOWLEDGE ANY INFORMATION SENT THROUGH A WEBSITE, INTERNET SERVICES OR OTHERWISE ELECTRONICALLY MAY BE INTERCEPTED. THE IOG

ENTITIES DO NOT WARRANT THAT THE LACE PRODUCTS, THEIR WEBSITES OR THE SERVERS THAT MAKE THE LACE PRODUCTS AND THEIR WEBSITES AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY THE IOG ENTITIES ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. THE IOG ENTITIES DO NOT WARRANT THAT ANY E-MAIL OR OTHER ELECTRONIC CORRESPONDENCE BEING SENT TO IOG WILL BE TIMELY RECEIVED OR PROCESSED. THE IOG ENTITIES SHALL NOT BE LIABLE FOR ANY CONSEQUENCES OF NOT TIMELY RECEIVING OR PROCESSING ANY E-MAIL OR OTHER ELECTRONIC CORRESPONDENCE OR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING THE LACE PRODUCTS, HOWEVER CAUSED. THE IOG ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR ANY USE OF OR INABILITY TO USE THE LACE PRODUCTS OR OUR MATERIALS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM OR RELATING TO: (i) USER ERROR SUCH AS FORGOTTEN ACCESS CREDENTIALS, INCORRECTLY CONSTRUCTED TRANSACTIONS OR MISTYPED WALLET ADDRESSES; (ii) LOSS OF OR INABILITY TO RESTORE ACCESS OR USE FROM YOUR ACCESS CREDENTIALS; (iii) BLOCKCHAIN NETWORKS, DIGITAL ASSET WALLETS OR CORRUPT FILES; (iv) INTERRUPTIONS, DELAYS, ERRORS, OMISSIONS OR DEFECTS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO THE RELEVANT BLOCKCHAIN NETWORK(S); (v) DECREASED OR INCREASED VALUE OF DIGITAL ASSETS; (vi) INCORRECT RECORDATION OR NON-RECORDATION OF TRANSACTIONS ON RELEVANT BLOCKCHAIN(S); OR (vii) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION, THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK (INCLUDING, WITHOUT LIMITATION, DISTRIBUTED DENIAL-OF-SERVICE ATTACK).

- d. **LIABILITY DISCLAIMER, CAP AND EXCLUSIONS.** THE IOG ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, THE IOG ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OF BUSINESS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, LOSS OF DATA OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE LACE PRODUCTS (EVEN IF THE IOG ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF AND IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE LACE PRODUCTS OR OUR MATERIALS. THE IOG ENTITIES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE LACE TERMS OR YOUR USE OF THE LACE PRODUCTS OR OUR MATERIALS WILL NOT EXCEED ONE-HUNDRED DOLLARS (USD\$100). The foregoing limitations will not apply to damages caused by the fraud or willful misconduct of the IOG Entities or to the extent such limitations are precluded by applicable law (in which case the IOG Entities's liability will be increased to the minimum amount required to comply with such law).

e. **Assumption of Risks.**

- i. **Sophistication and Risk of Cryptographic Systems.** The Lace Products do not store, send or receive digital assets (such as NFTs, cryptocurrencies, digital tokens, digital coins or stablecoins) because digital assets exist by virtue of the ownership record maintained on a supporting blockchain. Any transfer of digital assets occurs within a supporting blockchain and not on or within the Lace Products. You acknowledge the IOG Entities do not operate or control any blockchain protocol, communicate or execute protocol upgrades or approve or process blockchain transactions on your behalf. Transactions in digital assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in digital assets will be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction. You acknowledge and accept the inherent risks associated with cryptographic systems and the usage and intricacies of blockchain, digital assets, decentralized networks, decentralized apps, decentralized exchanges or platforms and blockchain-based software systems. The IOG Entities are not responsible for any issues with any blockchains, including forks, technical node issues, cyberattacks, ransomware attacks or any other issues resulting in fund losses. 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 digital assets may lose some or all their value while they are supplied to or from the Lace Products. You further acknowledge that the IOG Entities are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the Lace Products. Accordingly, you

assume full responsibility for all the risks of accessing and using and interacting with the Lace Products.

- ii. **Risk of Legislative, Regulatory or Judiciary Actions.** The IOG Entities, the Lace Products and digital assets in general could be impacted by one or more legislative actions, regulatory actions (such as regulatory investigations or enforcement actions) or judiciary actions (such as orders and decisions) that could impede or limit the ability of the IOG Entities to continue to develop, or which could impede or limit your ability to access or use, the Lace Products. The legal and regulatory regimes and case law governing blockchain technologies and digital assets are uncertain and evolving, and new or revised laws, regulations or policies may adversely affect one or more digital assets and/or the Lace Products. You acknowledge and accept these risks and that the IOG Entities will not be held liable for any losses or damages associated with these risks.
- iii. **Risk of Weaknesses or Exploits in the Field of Cryptography.** There are risks associated with using an Internet-based currency, including but not limited to the risk of hardware, software and Internet connection failures, the risk of malicious software introduction and the risk that third parties may obtain unauthorized access to information stored within the Lace Products. You acknowledge cryptography is a progressing field and that advances in cryptanalysis or technical advances such as the development of quantum computers may present risks to digital assets and the Lace Products, which could result in the theft or loss of your supported digital assets. You are solely responsible for approvals or permissions you provide by cryptographically signing blockchain messages or transactions, especially those responding to solicitations and other prompts from third parties. You are aware that social engineering scams (like pig butchering) perpetrated by third parties is a risk and you acknowledge that you alone are responsible for transactions or agreements with such third parties that may lead to injury. We are not responsible for verifying the legitimacy, safety or suitability or any third-party applications or tokens that you may interact with or receive using the Lace Products. The IOG Entities do not guarantee or otherwise represent full security of the Lace Products. You acknowledge and accept these risks and that the IOG Entities will not be held liable for any losses or damages associated with these risks.
- iv. **Volatility of Digital Assets.** You acknowledge that digital assets are highly volatile due to many factors including but not limited to adoption, speculation, technology, legislative, regulatory and case law risks, security risks, litigation and bankruptcy filings and proceedings of one or more entities involved in digital assets and transactions involving, and custody of, digital assets. You acknowledge and accept these risks and that the IOG Entities will not be held liable for any losses or damages associated with these risks.
- v. **Purchasing or Receiving Digital Assets.** There are risks associated with purchasing or receiving digital assets, including but not limited to the risk of purchasing or receiving counterfeit assets, mislabeled assets, assets with unauthorized content, assets that are vulnerable to metadata decay, assets on smart contracts with bugs or malware and assets that may become untransferable. Digital assets you purchase or receive may become inaccessible. You acknowledge and accept these risks and that the IOG Entities will not be held liable for any losses or damages associated with these risks including, without limitation, the inability to view or access your digital assets. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY AND AUTHENTICITY OF DIGITAL ASSETS (INCLUDING NFTS) YOU PURCHASE OR SELL THROUGH THE LACE PRODUCTS, OR ANY TRANSACTIONS THROUGH THIRD-PARTY SERVICES. NOTWITHSTANDING INDICATORS OR MESSAGES THAT SUGGEST VERIFICATION, THE IOG ENTITIES MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY OR AUTHENTICITY OF ANY DIGITAL ASSETS IN CONNECTION WITH THE LACE PRODUCTS.

9. Indemnification.

You shall fully indemnify, defend and hold harmless the IOG Entities from and against all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that directly or indirectly arise out of or from or are related to: (a) your breach of any part of these Lace Terms, including but not limited to any policies referenced in these Lace Terms; (b) Your Content, including any allegation that Your Content or any materials you submit to us or transmit to the Lace Products infringe, misappropriate or otherwise violate the copyright, patent, trademark, trade secret or other intellectual or industrial property or other rights of any party; (c) your activities in connection with the Lace Products or other websites to which the Lace Products are linked; (d) your violation of all applicable local, state, federal and international laws and regulations, rules, orders and ordinances; and (e) your negligent or fraudulent conduct or willful misconduct. IOG may, at its cost, assume the exclusive defense and control of any

matter otherwise subject to indemnification by you, in which event you shall fully cooperate with IOG in asserting any available defenses. You shall not agree to any settlement or resolution of any claim without the prior written consent of the applicable IOG Entities.

10. Privacy.

To the extent you provide IOG with or consent to IOG's collection of any information that can be used to contact or identify you ("**Personal Data**") in connection with your use of the Lace Products or Our Materials, as outlined in our [Lace Privacy Policy](#), then IOG will collect, use and process your Personal Data only in accordance with the terms of the [Lace Privacy Policy](#), which is incorporated into these Lace Terms. **If you wish to stop receiving communications from IOG that you previously opted to receive, please follow the opt-out options in the [Lace Privacy Policy](#).**

11. Termination.

- a. **Term.** These Lace Terms commence on the date when you accept them (as described in the preamble to these Lace Terms) and remain in full force and effect for so long as you access or use the Lace Products unless terminated earlier in accordance with this Section 11.
- b. **Termination by You.** Except as set forth in Section 11(d), these Lace Terms will be of no further force and effect with respect to you if you cease all use of the Lace Products.
- c. **Termination by IOG.** We may, at any time and for any reason, cease providing any or all the Lace Products, terminate your access to the Lace Products or Our Materials or terminate these Lace Terms.
- d. **Effect of Termination and Survival.** Upon termination of these Lace Terms with respect to you for any reason, your right to use the Lace Products and Our Materials will automatically terminate. IOG will not have any liability to you for any suspension or termination for any reason. All provisions of these Lace Terms shall survive the expiration or termination of these Lace Terms to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

12. Dispute Resolution. *Please read this Section 12 (the "Arbitration Agreement") carefully. It requires you to arbitrate disputes with IOG and limits the way you can seek relief.*

- a. **Initial Dispute.** If you have a dispute with the IOG Entities, you shall contact us using the form found at <https://iohk.io/en/contact/> to attempt to resolve the issue informally before any other method of dispute resolution. Neither you nor the IOG Entities may start a formal arbitration proceeding for at least 60 days after one party notifies the other party of a claim in writing.
- b. **Agreement to Arbitrate and Applicability of Arbitration.**
 - i. **Scope of Arbitration.** This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the "Last Updated" date of these Lace Terms or any prior version of these Lace Terms. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the laws of the State of New York govern the interpretation and enforcement of this Arbitration Agreement.
 - ii. **Agreement to Arbitrate and Exceptions.** After following the steps in 12(a), any dispute or claim relating in any way to your access or use of the Lace Products, or to any aspect of your relationship with the IOG Entities, will be resolved by final and binding arbitration, rather than in court, except that: (A) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (B) you or the IOG Entities may seek injunctive, equitable or similar relief in court for actual or threatened infringement, violation or other misuse of intellectual property rights (such as trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.
 - iii. **Arbitration Acknowledgement.** **BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST THE IOG ENTITIES ALLEGING CLASS, COLLECTIVE AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, YOU MAY BRING YOUR CLAIMS AGAINST THE IOG ENTITIES IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE LACE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.**
- c. **Arbitration Request, Rules, Fees and Forum.**
 - i. **Initiating Arbitration.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim via first class certified mail, return receipt requested, to

JAMS and Input Output Global, Inc., 2015 Ionosphere Street #201, Longmont, Colorado, 80504, Attn: Legal Department.

- ii. **Arbitrator and Rules.** The arbitration will be conducted by JAMS, an established alternative dispute resolution provider, before a single, neutral arbitrator mutually agreed upon by the parties, and if the parties cannot agree within 30 days after names of potential arbitrators have been proposed, then by a single arbitrator chosen by JAMS. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267.
- iii. **Fees.** If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and you cannot obtain a waiver from JAMS, the IOG Entities will pay them for you. In addition, the IOG Entities will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, the IOG Entities will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.
- iv. **Forum.** You may choose to have the arbitration conducted by telephone, based on written submissions or in person in the Borough of Manhattan, New York. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All arbitration pleadings and proceedings will be conducted in English.
- d. **Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency will have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and the IOG Entities. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to: (A) grant motions dispositive of all or part of any claim; and (B) award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, these Lacle Terms and the Arbitration Agreement. The arbitrator must issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the IOG Entities. The arbitrator's authority will be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator will serve as precedent in other arbitrations except to preclude the same claim from being re-arbitrated between the same parties.
- e. **Waiver of Jury Trial.** EXCEPT AS PROVIDED IN SECTION 12(b)(ii)(A)–(B), YOU AND THE IOG ENTITIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the IOG Entities are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 12(b)(ii)(A)–(B). An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to extremely limited review. If any litigation should arise between you and the IOG Entities in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE IOG ENTITIES WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- f. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND YOU AND THE IOG ENTITIES HEREBY WAIVE ANY RIGHT TO BRING, PARTICIPATE IN OR RECEIVE MONEY OR ANY OTHER RELIEF FROM ANY REPRESENTATIVE, CLASS, CONSOLIDATED OR COLLECTIVE PROCEEDING (THE "CLASS ACTION WAIVER"). ONLY INDIVIDUAL RELIEF IS AVAILABLE AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- g. **30-Day Right to Opt Out.** You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to legal@iohk.io within 30 days after first becoming subject to this Arbitration Agreement. Notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other

parts of these Lace Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- h. Severability.** If any term or condition in this Section 12 is determined by a court of competent jurisdiction to be unenforceable or in conflict with a mandatory provision of applicable law, it will be construed to incorporate any mandatory provision or the unenforceable or conflicting term or condition will be automatically severed and the remainder of this Section 12 will not be affected. However, if the Class Action Waiver is found to be unenforceable, then any claim brought on a class, collective or representative action basis will be adjudicated exclusively in the state and federal courts located in New York County, New York, which will be the exclusive forum for such claims. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- i. Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with IOG.
- j. Modification.** Notwithstanding any provision in these Lace Terms to the contrary, any revision to or termination of these Lace Terms (including, without limitation, this Arbitration Agreement) will not apply to any individual claim(s) that you had already provided notice of to IOG prior to the modification or termination, or to any claim that the asserting party knew about prior to the modification or termination, except as may be required by applicable law.

13. Governing Law and Forum. Solely to the extent Section 12 is held by a court of competent jurisdiction to unenforceable: These Lace Terms and all disputes or controversies arising out of or relating to them will be construed, governed and enforced in accordance with the laws of the United States and the State of New York, without regard to conflict of laws principles. You and the IOE Entities: (a) submit to the exclusive jurisdiction of the federal or state courts located in New York County in any action, suit or proceeding arising out of or relating to these Lace Terms and acknowledge that venue shall lie exclusively in such courts; and (b) hereby waive any objection based on lack of personal jurisdiction or inconvenient forum. THE PARTIES IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE LACE TERMS.

14. Miscellaneous.

- a. Application Provider Lace Terms.** If you access the Lace Products through an IOG application, then you acknowledge that these Lace Terms are only between you and IOG, and not with an application service or application platform provider (such as Apple, Inc., or Google Inc.), which may provide you the application subject to its own terms of use as a Third-Party Services provider.
- b. Export Control and Sanctions Representations.** You acknowledge that services, products or technology provided by IOG are subject to the export control laws and regulations of the United States, the laws of the jurisdiction in which you obtained the Lace Products and any other applicable laws. You will comply with these laws and regulations and will not, without prior U.S. or other applicable government authorization, export, re-export, import or transfer IOG products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations. Without limitation, the Lace Products may not be exported or re-exported (i) into any United States embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Lace Products, you represent and warrant that: (A) you are not the subject of any sanctions, embargoes or export restrictions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "**Sanctions**"); or (B) located or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions or any other country or territory specified to Consultant by IOS in its discretion from time to time.
- c. Changes.** We reserve the right to change the terms of these Lace Terms at any time and in our sole discretion, consistent with applicable law. If we do so, we will change the "Last Updated" date at the beginning of these Lace Terms. Your continued use of the Lace Products after such changes become effective constitutes your acceptance of the updated Lace Terms. If you do not agree with any updates to these Lace Terms, you may not continue to use the Lace Products and your sole and exclusive remedy is to terminate use of the Lace Products. Be sure to return to this page periodically to ensure your familiarity with the most current version of the Lace Terms of Use. Any changes to the Lace Terms will be effective on a going forward basis and as of the date they are posted to this page.
- d. Languages.** The English version of these Lace Terms will be the binding version and all communications, notices and other actions and proceedings relating to these Lace Terms will be made and conducted in English, even if we choose to provide translations of these Lace Terms into any other language. To the

extent allowed by law, any inconsistencies among the different translations will be resolved in favor of the English version.

- e. **Assignment.** No terms of these Lace Terms, nor any right, obligation or remedy under these Lace Terms, is assignable, transferable, delegable or sublicensable by you except with IOG's prior written consent, and any attempted assignment, transfer, delegation or sublicense will be invalid. IOG may assign, transfer or delegate these Lace Terms or any right or obligation or remedy under these Lace Terms in its sole discretion. There are no third-party beneficiaries to these Lace Terms.
- f. **Waiver.** Our failure to assert a right or provision under these Lace Terms will not constitute a waiver of such right or provision, nor will the single or partial exercise of any right or provision under these Lace Terms or by law prevent or restrict the further exercise of that or any other right or provision.
- g. **Headings.** Any heading, caption or section title is inserted only as a matter of convenience and in no way defines or explains any section or provision of these Lace Terms.
- h. **Further Assurances.** You will execute a hard copy of these Lace Terms and any other documents, and take any actions at our expense, that we may request to confirm and effect the intent of these Lace Terms and any of your rights or obligations under these Lace Terms.
- i. **Entire Agreement and Severability.** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Lace Products and constitutes the entire agreement between you and us regarding the Lace Products. If any part of these Lace Terms is found to be unenforceable, then that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties and further, that portion will not affect the enforceability of the remaining parts of the Agreement, which will remain in full force and effect.
- j. **Independent Parties.** No agency, partnership, joint venture or employment relationship is created as a result of these Lace Terms and you do not have any authority to bind the IOG Entities in any respect.
- k. **Electronic Communications and Notices.** Communications between you and IOG use electronic means, whether sent via e-mail or whether IOG posts notices on the Lace Products. We may provide any notice to you under these Lace Terms using commercially reasonable means, including: (i) posting a notice on the applicable website; (ii) sending a message to any email address you have shared with us; (iii) posting the notice in the interface of the applicable Lace Products; or (iv) using public communication channels. Notices we provide by posting on a website, Lace Product interface or using public communication channels will be effective upon posting, and notices we provide by email will be effective when we send the email. To give us notice under these Lace Terms, you must contact us by email at legal@iohk.io.
- l. **Contact.** Feel free to contact us at lace@iohk.io with any questions about the Lace Products or these Lace Terms. You can also write to us at:
Input Output Global, Inc.
2015 Ionosphere Street, Ste 201
Longmont, Colorado 80504 USA
Attn: Legal Department