

DIAGONAL FINANCE TERMS OF SERVICE

Date of Last Revision: December 21st, 2022

Acceptance of These Terms of Service

Diagonal Finance, Inc. (“Diagonal,” “we,” “us,” or “our”) provides our website-hosted user interface located at <https://subscriptions.diagonal.finance/> (the “Interface”) and application-programming interface (the “API”) and the related services (together with the Interface and API, the “Service”) to you subject to the terms and conditions contained in these Terms of Service (as amended from time to time, these “Terms of Service”). By accessing, browsing, or otherwise using the Interface, or any other aspect of the Service, or subscribing or connecting a Wallet (as defined below), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Service.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. You may read a current, effective copy of these Terms of Service by visiting the “Terms of Service” link on the Interface. We will also notify you of any material changes, either through the Interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST DIAGONAL ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (C) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Your Privacy: At Diagonal, we respect your privacy. For more information please see our Privacy Policy, located at <https://diagonal.finance/privacy/> (the “Privacy Policy”). By using the Service, you consent to our collection, use and disclosure of personal data and other data as outlined therein.

Access and Use of the Service

Service Description: The Service provides an Interface, API and related technologies that allows you to access a non-custodial payment protocol (the “Protocol”) to process payments using digital assets (including a virtual currency or virtual commodity) (the “Digital Assets”) as a payment method in exchange for goods or services you receive from merchants using the Service.

The Digital Assets transacted through the Service are done so through smart contracts that provide an immutable ledger of all transactions that occur through the Protocol. This means that all Digital Assets and the Protocol are outside of the control of any one party, including Diagonal, and are subject to many risks and uncertainties. We neither own nor control your Wallet (as hereinafter defined), your Digital Assets, the Protocol or any blockchain network, your browser, or any other third party site, product or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Service. We will neither be liable for the acts or omissions of any such third parties, nor will we be

liable for any damages that you may suffer as a result of your transactions or any other interaction with any such third parties. You understand that the public address for your Wallet will be made publicly visible whenever you engage in a transaction on the Service or Protocol.

Non-Custodial: While Diagonal offers the Service, it does not buy, sell, or ever take custody or possession of your Digital Assets. Neither Diagonal nor the Service are custodians of your Digital Assets. You understand and acknowledge that the Protocol does not give Diagonal custody or possession of your Digital Assets at any time for the purpose of facilitating transactions on the Service with the Protocol. You are solely responsible for the custody of your Digital Assets (including the cryptographic keys to the Digital Assets) you hold. Diagonal accepts no responsibility for or liability to you, in connection with your use of a Digital Asset and makes no representations or warranties regarding any particular outcome of using your Digital Assets on the Service.

Connecting a Wallet: Wallets allow you to purchase, store and engage in transactions using various Digital Assets (the "Wallet"). In order for you to access certain features and functionalities of the Services, you may be required to connect to a Wallet via a browser extension through third party providers. By using a Wallet in connection with the Service, you agree that you are using the Wallet under the terms and conditions of the applicable provider of such Wallet and represent that you are the owner of such Wallet. Wallets are not operated by, maintained by, or affiliated with Diagonal, and Diagonal does not have custody or possession over the contents of your Wallet. Diagonal accepts no responsibility, or liability to you, in connection with your user of a Wallet and makes no representations or warranties regarding how the Service will operate with any specific Wallet. You are solely responsible for keeping your Wallets secure and should never share your Wallet's cryptographic private keys with anyone. If you discover an issue related to your Wallet, please contact your Wallet provider.

Beta Service: You acknowledge and agree that the Service is in beta form and still under development. As such, the Service may contain defects, deficiencies, errors and omissions and may not be at a level of functionality, performance or compatibility of a commercial product offering. You agree that you will be solely responsible for any data and/or software loss or corruption arising from any use of the Service. Diagonal reserves the right to modify, alter or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Diagonal will not be liable to you or to any third party for any modification, alteration, suspension or discontinuance of the Service.

Assumption of Risk

By accessing and using the Service, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of Digital Assets. In particular, you understand that blockchain-based transactions are irreversible.

The Protocol may be made up of free, public, open-source or source-available software including a set of smart contracts that are deployed on certain supported blockchain protocols set forth at <https://docs.diagonal.finance/docs/chains>. Your use of the Protocol involves various risks, including, but not limited to, losses while Digital Assets are being supplied to the Protocol and losses due to the fluctuation of prices of tokens in a trading pair or liquidity pool. Before using the Protocol, you should review the relevant documentation to make sure you understand how the Protocol works. Further, if you access the Protocol through interfaces outside of our Interface, you are responsible for doing your own due diligence on those interfaces to understand the fees and risks they present. The value, price and liquidity of Digital Assets are extremely volatile, may increase or decrease drastically and there may be a substantial risk in using in Digital Assets.

Conditions of Access and Use

Restrictions: When using the Service, you agree to not use the Service to:

- a) email or otherwise upload any content that (i) infringes any intellectual property or other

- proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of the Service or any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable; or (vii) in the sole judgment of Diagonal, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Diagonal or the users to any harm or liability of any type;
- b) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of the Protocol or networks connected to the Service;
 - c) violate any applicable local, state, national, or international law, or any regulations having the force of law;
 - d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - e) solicit personal information from anyone under the age of 18;
 - f) harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for any purposes
 - g) further or promote any criminal activity;
 - h) obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Service;
 - i) circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content (including Service Content (as defined below)) available on or through the Service, including through the use of virtual private networks; or
 - j) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Diagonal from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

Making Payments for Your Subscriptions: You acknowledge that the price and amount of periodic payment of Digital Assets you pay are completely determined by the merchant. You can view your current subscriptions and update or revoke their related allowance using the Interface. However, to cancel your subscription, you must contact the merchant directly. You must resolve any dispute regarding the goods or services you purchased with the merchant directly. Diagonal makes no representations or warranties as to the quality or fitness of the merchant's goods or services. You agree that Diagonal will not be liable to you for any dispute between you and the merchant.

Taxes: It is your responsibility to determine what taxes (or reporting obligations), if any, arise in connection with transactions utilizing the Service, including the acquisition of Digital Assets. You are solely responsible for paying any applicable taxes (and complying with any applicable reporting obligations) arising from transactions utilizing the Service, and you acknowledge that we do not provide tax advice related to these transactions. You understand that we will report information with respect to transactions made by you or payments or distributions made to you in connection with your use of the Service to any applicable tax or governmental authority to the extent such reporting is required by applicable law, as determined in our sole discretion. We will also withhold taxes applicable to your transactions or to payments or distributions made or deemed made to you to the extent such withholding is required by applicable law, as determined in our sole discretion. From time to time, we may ask you for tax documentation or certification of your taxpayer status as required by applicable law, and any failure by you to comply with this request in the time frame identified may result in withholding and/or remittance of taxes to any applicable tax or governmental authority as required by applicable law. You should conduct your own due diligence and consult your tax advisor before making any decisions with respect to utilizing of the Service.

Intellectual Property Rights

Software: Except for any free, public, open-source or source-available software as described in these Terms of Service, the technology and software underlying the Service or distributed in connection therewith are the property of Diagonal, its affiliates, and its licensors (the “Software”).

Service Content: You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Diagonal, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited.

Trademarks: The Diagonal name and logos are trademarks and service marks of Diagonal (collectively the “Diagonal Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Diagonal. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Diagonal Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Diagonal Trademarks will inure to our exclusive benefit.

Third-Party Material: Under no circumstances will Diagonal be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content.

Usage Data: You hereby authorize Diagonal and its third-party service providers to derive statistical and usage data relating to your use of the Service (“Usage Data”). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

Third-Party Services and Websites

The Service may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the “Third-Party Services”). Additionally, you may enable or log in to the Service via various online Third-Party Services, such as your Wallet. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our Privacy Policy. Diagonal has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not Diagonal, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Diagonal enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. Diagonal will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

Indemnification

You agree to defend, indemnify, and hold harmless Diagonal, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the "Diagonal Parties") from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, your connection to the Service, your violation of these Terms of Service, or your violation of any rights of another. Diagonal will provide notice to you of any such claim, suit, or proceeding. Diagonal reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Diagonal's defense of such matter. You may not settle or compromise any claim against the Diagonal Parties without Diagonal's written consent.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE DIAGONAL PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE DIAGONAL PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS. IN NO EVENT WILL THE DIAGONAL PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID DIAGONAL IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Diagonal, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Diagonal are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND DIAGONAL AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND DIAGONAL AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE

THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Pre-Arbitration Dispute Resolution

Diagonal is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the user's satisfaction by emailing support at support@diagonal.finance ("Notice Address"). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other a Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Diagonal and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Diagonal may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Diagonal or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Diagonal is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Diagonal and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Diagonal agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either Diagonal or you under the AAA Rules, Diagonal and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines

for any reason that you should not be required to pay your portion of any Arbitration Fees, Diagonal will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Diagonal will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms of Service to the contrary, Diagonal agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Diagonal a notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Merchant Disputes

You agree that you are solely responsible for your interactions with any merchants in connection with the Service, and Diagonal will have no liability or responsibility with respect thereto. Diagonal reserves the right, but has no obligation, to become involved in any way with disputes between you and any merchants as it relates to the Service.

General

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and Diagonal governing your access and use of the Service, and supersede any prior agreements between you and Diagonal with respect to the Service. These Terms of Service will be governed by the laws of the State of Delaware without regard to its conflict of law provisions. You and Diagonal submit to the personal and exclusive jurisdiction of the state and federal courts located within Delaware. The failure of Diagonal to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You may not assign these Terms of Service without the prior written consent of Diagonal, but Diagonal may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email

or regular mail. The Interface may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Interface. Diagonal will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Diagonal's reasonable control.