

TERMS OF SERVICE

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Welcome, and thank you for visiting the Parsec Finance website (the “Site”). Parsec Finance Inc. (“Company”, “we”, “us” or “our”) provides the Site and our mobile application related to our professional, decentralized finance trading and research technology (together, the “Services”) to you subject to the following terms of service (“Terms”). The Company Services are offered to you conditioned on your acceptance, without modification, of the Terms; if you do not agree to the Terms, you may not use the Services. Your use of the Services constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these Terms please contact us prior to using the Services.

We are frequently modifying, updating, expanding, and improving the Services. We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our [Privacy Policy](#) and other incorporated terms and policies at any time, in our sole discretion. Nonetheless, we encourage you to check the Site frequently to see the current Terms in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised Terms and the revised effective date on the Site. Your continued use of the Services after the date of any such changes become effective constitutes your acceptance of the new Terms. No one at the Company is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of the Company, and any other purported modifications or alterations or conflicting terms will be null and void.

PLEASE READ THESE TERMS 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 (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

No Investment Advice; Investment Risks

The information on this Site is provided to subscribers only for information only and does not constitute, and should not be construed as, investment advice or a recommendation to buy, sell, or otherwise transact in any digital asset including any products or services or an invitation, offer or solicitation to engage in any investment activity with respect to any digital asset.

The information on this Site is provided solely on the basis that you will make your own investment and trading decisions, and Company does not take account of any investor’s

investment objectives, particular needs, or financial situation. In addition, nothing on this Site shall, or is intended to, constitute financial, legal, accounting or tax advice. It is strongly recommended that you seek professional investment advice before making any investment decision. Any investment decision that you make should be based on an assessment of your risks in consultation with your investment adviser.

The digital assets about which information is provided on the Site are not viewed by the issuer or sponsor, or those buying or selling the digital asset, as securities under U.S. laws or relevant applicable laws. As a result it is unlikely that fulsome disclosures from the issuer or sponsor, or any executive officer associated with the digital asset or related protocol have been provided, and others may have better or more information than the information made available to you via the Site or to which you may independently have access.

There are risks associated with investing in digital assets. Loss of principal is possible. Volatility is highly likely, and some of the protocols and platforms may fail entirely due to forking, flaws in the code, hacking or other malicious attacks. Some high risk investments may use leverage, which will accentuate gains and losses. A digital asset's past investment performance is not a guarantee or predictor of future performance.

THESE TERMS DO NOT REPRESENT A COMPLETE STATEMENT OF RISK FACTORS ASSOCIATED WITH AN INVESTMENT IN ANY OF THE DIGITAL ASSETS OR PRODUCTS THAT MAY BE VIEWED OR TRACKED ON THIS SITE OR THROUGH THE SERVICE. YOU SHOULD CONSIDER THESE RISK WARNINGS CAREFULLY AND TAKE APPROPRIATE INVESTMENT ADVICE BEFORE TAKING ANY DECISION TO PURCHASE OR TRADE A DIGITAL ASSET.

Electronic Communications

Visiting or using the Services or sending emails to the Company constitute electronic communications. By visiting the Site, using the Services, or sending emails to the Company, you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the Services, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach

of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. We will not be liable for any loss or damage arising from your failure to comply with this Section.

The Company does not knowingly collect, either online or offline, personal information from persons under the age of eighteen (18). If you are under eighteen (18), you may not use the Services under any circumstances.

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on the Company's servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Fees

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Company information regarding your credit card or other payment instrument. You represent and warrant to Company that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Company the amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Service. You hereby authorize Company to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Company know within sixty (60) days after the date that Company charges you. We reserve the right to change Company's prices. If Company does change prices, Company will provide notice of the change on the Site or in email to you, at Company's option, at least thirty (30) days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Company's net income.

Mobile Services

The Services may include certain additional services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless

service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Company account information to ensure that your messages are not sent to the person that acquires your old number.

Third Party Services

The Services may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Certain services made available via the Services are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of Services users and customers.

Prohibited Uses and Intellectual Property

You are granted a non-exclusive, non-sublicenseable, non-transferable, revocable license to access and use the Services strictly in accordance with these Terms. As a condition of your use of the Services, you warrant to the Company that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

All content included on the Services, except for content you post on via the Communication Services (as defined below), such as text, graphics, logos, images, as well as the compilation thereof, and any software (including in both object code and source code form) or other proprietary data or information used in connection with the Services (collectively, "Content"), is the property of the Company or its suppliers or licensors and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Services, including any Content, in whole or in part. The Services and Content are not for resale. Your use of the Services does not entitle you to make any unauthorized use of any Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Content. You will use Content solely for your personal use, and will make no other use of Content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any Content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms. If you are blocked by us from accessing the Services (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).

Communication Services

The Services may but need not contain bulletin board services, chat areas, news groups, forums, communities, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload any content that infringes any intellectual property or other proprietary rights of any party; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; upload any content that creates or poses a privacy or security risk to any person; upload any content that 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; upload any content that is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of eighteen (18); further or promote any criminal activity

or enterprise or provide instructional information about illegal activities; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Special Notice for International Use; Export Controls

The technology and software underlying the Services ("Software") available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services.

Third Party Accounts

We may permit you, from time to time, to connect your Company account to third party accounts. By connecting your Company account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Services are controlled, operated and administered by the Company from our offices within

the United States of America. If you access the Services from a location outside the United States, you are responsible for compliance with all local laws, whether in the United States or in your jurisdiction. You agree that you will not use the Content accessed through the Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, consultants, subsidiaries, affiliates and other related parties (each an “Indemnified Party”, harm from and against all demands losses, costs, liabilities claims, actions and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of or inability to use the Services, any other user postings made by you, your violation of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses. Notwithstanding the foregoing, you will have no obligation to indemnify, defend or hold harmless any Indemnified Party from or against any liability, damages or costs incurred as a result of the gross negligence or willful misconduct of such Indemnified Party.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED “INDEMNIFICATION” IS INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

Disclaimers

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE INFORMATION, SOFTWARE AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY TIME.

TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER COMPANY NOR ANY OF ITS OWNERS, AFFILIATES OR EMPLOYEES OF ANY OF THE FOREGOING SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES, LOSS OF PROFITS, DAMAGES, COSTS OR EXPENSES INCURRED OR SUFFERED BY YOU ARISING OUT OF OR IN CONNECTION WITH THE ACCESS TO, USE OF OR LINKING TO OTHER SITES FROM THIS SITE OR RELIANCE ON ANY INFORMATION CONTAINED IN THE SERVICE. IN NO CIRCUMSTANCES SHALL COMPANY OR ANY OF ITS OWNERS, AFFILIATES OR EMPLOYEES OF ANY OF THE FOREGOING HAVE ANY LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY AND ACCURACY OF THE COMPANY SERVICES, INCLUDING THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED THEREIN, FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SERVICES AND ALL RELATED INFORMATION, SOFTWARE, SERVICES, SERVICES AND GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE PRODUCT AND SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE AS PART OF OR IN CONNECTION WITH THE SERVICES WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES, AND, IN PARTICULAR, YOU ACCEPT ALL RISK AND LIABILITY IN CONNECTION WITH YOUR PARTICIPATION IN THE THREAT ANALYSIS PORTION OF THE COMPANY SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED "DISCLAIMERS" IS INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, OTHER SERVICES, PRODUCTS AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE COMPANY SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES; OR (B) ANY AMOUNT, WHETHER INDIVIDUALLY OR IN THE AGGREGATE, EXCEEDING \$25. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COMPANY

SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

USE OF THE SERVICES IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, THIS SECTION.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

This Dispute Resolution by Binding Arbitration section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Company, whether arising out of or relating to these Terms (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall 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, you and Company 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.

YOU AND COMPANY 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 COMPANY 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.

Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@parsec.finance. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to PO Box 284, Meridien, NH 03770 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company is entitled.

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, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. 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 as a court would. All issues are for the arbitrator to decide, including, but not limited to, 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 and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Company 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 shall be made by AAA. If your claim is for \$10,000 or less, Company 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 shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

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. If the value of the relief sought is \$75,000 or less, at your request, Company will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Company 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, Company 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.

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.

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) 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 shall 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 shall 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 will continue to apply.

Notwithstanding any provision in these Terms to the contrary, Company 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 Services, you may reject any such change by sending Company written 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 (or accepted any subsequent changes to these Terms).

Termination

You agree that Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Company will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services and the Company will have no liability or responsibility with respect thereto. We reserve the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

General

These Terms will be governed by the laws of the State of Delaware without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and the Company agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York, New York. The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms 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 remain in full force and effect. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without the prior written consent of the Company, but the Company may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Services. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with

governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by the Company with respect to such use.

Unless otherwise specified herein, these Terms constitutes the entire agreement between the user and the Company with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Your Privacy

At the Company, we respect the privacy of our users. For details please see our Privacy Policy. By using the Services, you consent to our collection and use of personal data as outlined therein.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Parsec Finance Inc, PO Box 284, Meridien, NH 03770.

Contact Us

The Company welcomes your questions or comments regarding these Terms via email at support@parsec.finance.