



LBX TOKEN ISSUANCE APPLICATION TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS CAN BE UPDATED AT THE SOLE DESCRIPTION OF LAND BETTERMENT CORPORATION AND LAND BETTERMENT EXCHANGE WITHOUT NOTICE.

THERE IS NO GAURANTEEE THAT IF YOU PARTICIPATE AS A SPONSOR OF A PROJECT THAT IT WILL GET COMPLETED AND TOKENS WILL BE ISSUED.

LBX IS NOT RESPONSIBLE FOR RETURNING ANY FUNDS PAID IN THE PROCESS THROUGH CORPORATE SPONSORSHIP PROGRAM OR THROUGH THE WWW.LBXPROJECTS.COM PORTAL

These terms and conditions create a contract between you and Land Betterment Exchange, and all affiliates defined below (the “Agreement”). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, knowledge you have read the LBX Terms and Conditions (“LBXTC”) on the Application.

A. INTRODUCTION TO OUR SERVICES

This Agreement governs your use of www.lbxtoken.com, www.lbxprojects.com, the token issuance application, the Land Betterment Exchange Token Issuance Process and any associated or affiliated services or products, as defined below (“Services”), through which you can apply to receive Land Betterment Exchange Token(s) (as defined below). This Application is available for your use in your country or territory of residence (“Home Country”). Please refer to your local laws and regulation regarding tokens, blockchain and cryptocurrencies as we make no representation regarding your Home Country laws and regulations. To apply and receive LBX Tokens and use our Application, you need compatible hardware, software (latest version recommended and sometimes required) and internet access (fees may apply). Our Services’ and Application performance may be affected by these factors.

B. DEFINITIONS

“Affiliates” or “Company” are defined as Land Betterment Exchange, Westside Advisors LLC and Land Betterment Corporation, and their respective officers, employees, directors and investors.

“Application” is the application that is being filled out in its entirety to apply for tokens as part of the Land Betterment Exchange Token Issuance Process.

“Applicant(s)” is the individual or group that has filled out, or is filling out, the Application to apply to receive Land Betterment Exchange Tokens for the completion of environmental remediation and the release of environmental surety bonds. This includes any corporate sponsors or sponsors through the www.lbxprojects.com platform.

“Deposit” is the deposit paid in the form of US dollars, or any other currency accepted by Land Betterment Corporation, through the payment processor in the Application process to LBC as a fee for the audit and verification process of the Application.

“Holder” or “Holders” are individuals or entities that hold LBX tokens regardless of how they acquired them or gained access to the LBX token.

Land Betterment Exchange Token (“LBX” or “LBX Token”) is an environmentally driven token built off the ERC20 Ethereum framework to provide a financial incentive to pull forward environmental remediation of negatively impacted lands from the fossil fuel industry ecosystem while creating jobs for rural distressed markets.

Land Betterment Corporation (“LBC”), an Indiana benefit corporation with extensive experience in the reclamation and remediation of environmentally impacted lands. LBC has been selected as the exclusive partner to the LBX as the LBX Token



Issuance Partner to manage the Land Betterment Exchange Token Issuance Process through its exclusive license agreement with Westside Advisors LLC.

Land Betterment Exchange Token Issuance Process (“LBXTIP”) is the rules and regulations around how tokens are issued as a utility and referred to throughout these Terms and Conditions as well as the LBX White Paper.

Land Betterment Exchange White Paper (“LBX White Paper”) is the white paper that defines and discusses the mechanics of the Land Betterment Exchange Token both technically and the Token Issuance Process. The LBX White Paper is subject to change from time to time without any notice to Applicants and should be read in its entirety prior to applying for LBX Tokens through the Application process.

LBX Wallet (the “Wallet”) is defined as the wallet that has been created by Westside Advisors LLC and licensed to Land Betterment Corporation that was created to hold Land Betterment Exchange Tokens as part of the issuance process. LBX tokens may also be held in any other wallet that supports LBX, but LBX and its Affiliates accept no liability of the security of its wallet and or the wallets of any third parties.

LBX Application Programming Interface (“API”) is defined as the application programming interface that can be used by commercial partners of LBC to integrate Land Betterment Exchange tokens as a form of payment on their point of sale check out platform. LBX may also partner with third party application programming interfaces in the future to incorporate LBX as a payment method on third party platforms.

Portal (“Portal”) is defined as www.lbxprojects.com and any projects listed on the domain.

Products and Services (“Services” or “Products and Services”) is defined as the Application, the API, the LBX, the websites and domains of the Affiliates, and any product or service offered by the Affiliates.

“Success Fee” is defined as the fee received by LBC, in the form of LBX Tokens, for successfully completing the LBXTIP for a particular Applicant or Applicants. Currently the Success Fee is 7.5% of the LBX issued to the Applicant.

The Token Application (“Application”) is the formal process application that is used to apply to receive Land Betterment Exchange tokens through the LBX Token website for the completion and release of environmental surety bonds as well as the application process as outlined on www.lbxprojects.com.

Westside Advisors LLC (“WCA”) is the creator of the Land Betterment Exchange Token and the owner of the affiliated technologies identified in the LBC and WCA License Agreement dated June 1, 2021, and as amended.

C. USING OUR SERVICES

ACCOUNTS, SERVICES, APPS, API

Using our Services for the Application process, for the storing of tokens in the Wallet and/or for accepting payments via LBX via the API may require the opening of an account, completing an Application, downloading of the Wallet or the installation of the API. The company accepts no liability for the use of any of the services, websites, applications or processes.

ELIGIBILITY

Applicant and/or Holder by applying for tokens represent that they are at least 18 years of age to use our Services. If Applicant and/or Holder use our Services on behalf of another person or entity, (i) all references to “Applicant” and/or “Holder” throughout these LBXTC will include that person or entity; (ii) Applicant and/or Holder represents and that Applicant and/or



Holder are authorized to accept these LBXTC on that person's or entity's behalf; and (iii) in the event they or the person or entity violates these LBXTC, the person or entity agrees to be responsible to us.

Applicant and Holder may not access or use our Services if you are a "Prohibited Person", meaning that:

- Applicant and Holder has been suspended from using our Services;
- under the applicable law of the jurisdiction(s) in which Applicant and Holder reside or conduct business, Applicant and/or Holder are prohibited from using the Services or do not have the requisite licenses or other governmental authorizations to use the Services;
- Applicant and/or Holder are located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country;
- Applicant and/or Holder are listed on any U.S. government list of prohibited or restricted parties, or on any sanctions lists adopted by the United Nations and the European Union to such extent such sanctions are extended by the UK Government to its Overseas Territories, as such lists may be amended from time to time; or
- Applicants and/or Holders use of the Services breaches any other agreement to which Applicant and/or Holder is a party.

LBX and Affiliates rely upon the Acceptance of the terms of the Applicants are not responsible for verifying the truthfulness of the Applicants.

HOLDER REQUIREMENTS

This applies to Holders and/or Applicants of LBX regardless of the manner of acquisition or whether access or use any of our Services.

- Applicant and/or Holder understand that you alone are responsible for independently researching whether acquiring or applying to acquire LBX tokens is appropriate for you, and you are aware that there may be considerable volatility in the market or value of the token. Applicant and/or Holder further understand that they must make their own decision on whether to acquire, sell, retire or otherwise transact in LBX without direction from Affiliates, and Affiliates do not guarantee that LBX will have any resale market, liquidity or maintain any particular price.
- Applicant and/or Holder are responsible for complying with applicable law when transacting with LBX. Applicant and Holder agree that Affiliates are not responsible for determining whether or which laws may apply to your transactions involving LBX, including tax, securities, commodities, derivatives, financial regulatory, environmental, energy or other laws and regulations. Applicant and Holder are solely responsible for reporting and paying any taxes arising from your use of the Services, including any accurate reporting of the tax or legal status of LBX in your jurisdiction. Applicant and Holder are also solely responsible for any reporting, registration or licensing requirements that may apply to you arising from your use of the Services, including any reporting, registration or licensing required under other laws and regulations in their jurisdiction.
- Applicant and/or Holder represent and warrant that you are not a Prohibited Person.
- Applicant and/or Holder understand and acknowledge that Affiliates are not subject to supervision or regulation by any governmental or regulatory authority. Accordingly, no governmental or regulatory authority has passed or will pass upon the contents of these LBXTC or the merits of using the Services or purchasing LBX, nor have these LBXTC been filed with, or reviewed by, any governmental or regulatory authority.
- All Applicants and/or Holders of LBX, regardless of the manner of acquisition, are subject to these LBXTC, including the Eligibility requirements.



- Upon receipt of LBX for completion of the LBXTIP, all Applicants will pay to LBC a Success Fee, which will be automatically deducted, without notice, from each and every issuance of LBX to the Applicant.

PROHIBITED CONDUCT

Applicant and/or Holder are solely responsible for their own conduct while using or accessing our Services. While using or accessing the Services, Applicants and/or Holders will not:

- Violate any applicable law, contract, intellectual property right or other third-party right or commit a tort;
- Use the Services or for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;
- Attempt to circumvent any geographic or jurisdiction-limiting techniques we employ;
- Use or attempt to use another user's Services without authorization from that user and LBC;
- Impersonate or act on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell, resell or use our Services for commercial purposes, unless such sale, resale or use is agreed in writing with LBC.
- Purport to represent, act on behalf of, or bind the Affiliates, unless agreed in writing with LBC and the Affiliates.
- Copy, reproduce, distribute, publicly perform or publicly display all or portion of our Services, except as expressly permitted by us or our licensors;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
- Use our Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services or our processes;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from the Services;
- Develop or use any applications that interact with our Services without our prior written consent;
- Use our Services for benchmarking purposes or for the purpose of developing a competitive product;
- Manipulate, or attempt to manipulate, our Services in any way;
- Make any false, misleading or untrue statement of a material fact about the Affiliates or the Services.
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Bypass or ignore instructions contained in our robots.txt file; or



- Engage in any harassing, threatening, intimidating, predatory or stalking conduct.

Enforcement of this Prohibited Conduct is solely at Affiliates or LBC's discretion, and failure to enforce this section in some instances does not constitute a waiver of Affiliates or LBC's right to enforce it in other instances. In addition, this section titled Prohibited Conduct does not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

PRIVACY

The use of our services is subject to LBX Privacy Policy, which is available at www.lbxtoken.com/privacy.

D. DUTIES OF APPLICANT

The Applicant agrees to provide LBC true, complete and accurate information upon request throughout the LBX TIP. Should LBC determine, at its sole and absolute discretion, that the Applicant has not provide true and accurate information or documents throughout the process LBC can immediately for any reason deny the Application or deny participation of the project through www.lbxprojects.com. There will be no refund of the Deposit for any reason at LBC sole discretion.

Applicant must obtain, upon LBC's request, any information or documentation that LBC cannot obtain regarding the permit and/or reclamation process due to policies of various employers, governmental agencies, regulators, etc. Such information shall be used to verify and evaluate the Application. Applicant must pay for any and all costs of obtaining such requested information from said requested parties. Should the Applicant deny the request to obtain such information may result in immediate denial of the Application with no refund of the deposit.

Applicant further agrees to pay all third-party fees incurred in connection with the requested regulatory documentation requested.

Applicant will advise LBC of any and all material, or non-material, changes in the original Application, the reason for the changes, and the effect of the changes in the applied for amount of LBX. There will be no refund issued of deposits paid at any time for any reason.

Under no circumstances once a Deposit has been paid shall there be a refund of the Deposit.

E. APPLICATION TERM

The original term of this agreement shall be from date as stated on the Application or the date the application was submitted at LBC's discretion until such date as the Application is either approved or denied by LBC, solely at the discretion of LBC based on the LBXTIP.

Should the Applicant fail to respond in a timely manner to such requests by LBC, LBC shall have the right at its sole discretion to deny the Application.

F. WAIVER OF LIABILITY

Affiliates shall not be liability for any damages of any kind arising out of the Application, the Application process or any related events of the LBX, even if advised of the possibility of damages arising.

G. TAX ADVICE



The Affiliates provide no tax advice on the issuance or the purchase of LBX or the LBXTIP either directly from the Land Betterment Exchange or any third-party platform or through the issuance of the Tokens resulting from the Land Betterment Exchange Token Issuance Process. All Applicants must seek their own tax advice on any such circumstance.

H. LBX RISK STATEMENTS

There is no guarantee of market value or liquidity of the LBX now or in the future.

There are no promises of future performance or value that will be made with respect to the LBX, including no promise of inherent value, no promise of continuing payments, and no guarantee that the LBX will hold any particular value. Unless Applicants fully understand and accept the nature of LBX and the potential risks associated with the acquisition, storing, application and/or transfer of the LBX should be done at the investors risk. LBX are not being structured or sold as securities. LBX hold no rights and confer no interests in the equity of Land Betterment Corporation or the Land Betterment Exchange. LBX are issued through the LBX Token Issuance Process from a completed utility event.

This Application does not constitute a prospectus or disclosure document and is not an offer to sell, nor the solicitation of any offer to buy any investment or financial instrument in any jurisdiction. LBX should not be acquired for speculative or investment purposes with the expectation of making an investment return.

As a result of completing the Application there is no guarantee that the Application will be approved by LBC. The denial or approval of any Application is at the absolute and sole discretion of LBC as exclusive partner to the LBXTIP.

No regulatory authority has examined or approved any of the information set out in this Application, the LBXTIP or the LBXTC. No such action has or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of this Application does not imply that applicable laws or regulatory requirements have been complied with.

Participation in LBXTIP or Application process, or acquiring LBX for any reason may carry substantial risk and may involve special risks that could lead to a loss of all or a substantial portion of your contribution or capital at risk in the process. Further information about the risks of participating in a LBXTIP are set out in the LBX White Paper and throughout the LBXTC herein. Please ensure that you have read, understood the Land Betterment Issuance Application Terms and Conditions as well as the LBX White Paper and are prepared to accept the risks.

LBX could be impacted by regulatory action or changes in regulations, including potential restrictions on the ownership, use, or possession of such tokens. Regulators or other competent authorities may demand that we revise the mechanics of the LBX and/or the functionality of LBX in order to comply with regulatory requirements, changes in the regulatory requirements or other governmental or business obligations. Nevertheless, we believe we are taking commercially reasonable steps to ensure that the LBXTIP mechanics and issue of LBX do not violate applicable laws and regulations.

I. LBX TOKEN ISSUANCE PROCESS SUMMARY



The LBX Token Issuance Process was designed to have multiple layers of security and auditability to ensure that verifiable environmental cleanup is achieved prior to the issuance of LBX to any Applicant. The steps within the process have been established to ensure that Applicants are serious about their obligations to achieve actual environmental progress when they apply for an LBX issuance through the process. The steps are showcased in the adjacent image and is laid out in more detail in the [LBX White Paper](#).

Each step must be achieved and maintained throughout the course of the environmental surety bond release phase 1 along with the LBXTIP. All participants shall read through this agreement, the LBX White Paper and any other necessary regulatory agreements or processes thoroughly before completing the Application to apply for LBX.



J. LBX APPLICATION DEPOSIT

A required part of the LBX Token Issuance Process is that all Applicants, without exception, pay the required nonrefundable Deposit to LBC as part of the Application process based on the schedule below. In certain instances the corporate sponsor will pay the deposit and an additional deposit will not be required for projects listed through the www.lbxprojects.com portal. If the deposit has not yet been paid by a corporate sponsor than the fee amount will be the first amount withheld on projects submitted through the www.lbxprojects.com portal. The Deposit is not refundable and should the amount of tokens applied for change to a lesser amount there shall be no refunds issued at any time for any reason. Should the amount of tokens applied for in the Application change to a greater amount, than the Applicant must fill out a new Application for the additional amounts to be applied for.

Land Betterment Deposit Calculation		
LBX Token Applied for Amount	< \$250,000	
Required Deposit	\$5,000	
LBX Token Applied for Amount	\$250,000 - < \$500,000	
Required Deposit	\$10,000	
LBX Token Applied for Amount	\$500,000 - < \$750,000	
Required Deposit	\$25,000	
LBX Token Applied for Amount	\$750,000 - < \$1,000,000	
Required Deposit	\$50,000	
LBX Token Applied for Amount	\$1,000,000 - < \$2,000,000	
Required Deposit	\$75,000	
LBX Token Applied for Amount	\$2,000,000 - < \$3,000,000	
Required Deposit	\$100,000	
LBX Token Applied for Amount	\$3,000,000 - < \$5,000,000	
Required Deposit	\$150,000	
LBX Token Applied for Amount	\$5,000,000 - < \$10,000,000	
Required Deposit	\$250,000	
LBX Token Applied for Amount	\$10,000,000 =>	
Required Deposit	\$400,000	

** For every \$10 million increment above \$10 million the deposit shall increase by \$100,000.*



Should LBC determine that such deposit amount is not adequate, or the Application is more complex than ordinary, LBC at its absolute discretion can request an additional deposit amount of be posted to cover the Application process.

K. LBX APPLICATION DATA

A required part of the LBX Token Issuance Process is that all Applicants, without exception, must obtain all requested data required by LBC to complete its audit and verification process. Such data requested shall be legally able to be obtained by the Applicate and such data should be provided on a timely basis as determined by LBC.

L CAUTION REGARDING FORWARD-LOOKING STATEMENTS

The Terms and Conditions and the LBX White Paper may contain forward-looking statements or information (collectively “forward-looking statements”) that relate to current expectations of future events. In some cases, these forward-looking statements can be identified by words or phrases such as “may”, “will”, “expect”, “anticipate”, “aim”, “estimate”, “intend”, “plan”, “seek”, “believe”, “potential”, “continue”, “is/are likely to” or the negative of these terms, or other similar expressions intended to identify forward-looking statements. The Affiliates have based these forward-looking statements on current projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, financial needs, or the results of the LBX.

In addition to statements relating to the matters set out here, the [LBX White Paper](#) may contain forward-looking statements related to LBX proposed operating model or the LBX TIP. The model speaks to the objectives only, and is not a forecast, projection or prediction of future results of operations.

Forward-looking statements are based on certain assumptions and analysis made by LBX in light of its experience and perception of historical trends, current conditions and expected future developments and other factors it believes are appropriate, and are subject to risks and uncertainties.

Although any forward-looking statements that may exist are believed to be made upon reasonable assumptions, there are risks, uncertainties, assumptions, and other factors which could cause LBX’s actual results, performances, achievements and/or experiences to differ materially from the expectations expressed, implied, or perceived in forward-looking statements.

Given such risks, prospective participants in the LBX should not place undue reliance on these forward-looking statements.

M. YOUR APPLICATION SUBMISSION

Our Services may allow you to submit an Application seeking approval to receive LBX for the required environmental services and the release of environmental surety bonds. As such all LBX Token Issuance Application Terms and Conditions must be met and followed with strict guidelines by the Applicant. The submission of an Application in no way obligates LBC or the Affiliates to approval or review the Application on a timely basis.

As such based on the Application submission the guidelines clearly state that you may not use the Application process to:

- post any materials that (i) you do not have permission, right or license to use, or (ii) infringe on the rights of any third party;
- post objectionable, offensive, unlawful, deceptive, inaccurate, or harmful content;
- post personal, private or confidential information belonging to others;
- impersonate or misrepresent your affiliation with another person, or entity;



- post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements;
- post a fake rating or review;
- plan or engage in any illegal, fraudulent, or manipulative activity.

N. WEBSITE, APP, WALLET, API MAINTENANCE AND SUPPORT

The Affiliates will work utilizing its best efforts on a reasonable basis to maintain and provide routine maintenance on its products and services. There is no guarantee that we will be able to maintain such infrastructure and that such products and services will work.

NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PROCESS, TECHNOLOGY, WEBSITE, APPLICATION, WALLET OR API IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE PRODUCTS AND SERVICES REFERENCED HEREIN ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND USERS AND APPLICANTS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS AND SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE AFFILIATES OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE PRODUCTS OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, CORRECTION OR LOSS OF VALUE.

P. CONTRACT CHANGES

The Affiliates reserves the right at any time to modify this Agreement, the Application, the LBX White Paper, LBX TIP, LBXTIP, and the LBX Token Issuance Application or Terms and Conditions including add new or additional terms or conditions on your use of the Products and Services or to remove terms. Any such changes or modifications or additional terms and conditions will be effective immediately and incorporated into this Agreement or the Agreement agreed to at the time of the Application submission. Your continued use of the Products and Services will be deemed acceptance thereof.

Q. THIRD-PARTY MATERIALS

The Affiliates are not responsible or liable for third party materials included within or linked from the Products or the Services.

R. INTELLECTUAL PROPERTY

You agree that the Products, Services, Applications, etc., including but not limited to anything offered or discussed on any of the Affiliates websites, Applications, content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used as part in in concert with the Products and Services, contain proprietary information and material that is owned by the Affiliates and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever unless in compliance with this Agreement. No portion of the Products or Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Products or Services in any manner, and you shall not exploit the Products or Services in any manner not expressly authorized.

S. TRADEMARK AND COPYRIGHT



Unless otherwise noted, the Affiliates, LBX or LBC have or will file copywrites and trademarks to protect the Products and Services. Logos, Product or Service names, slogans and the look and feel of the Services are trademarks, or are in process of being trademarks, of the Affiliates and may not be copied, imitated or used, in whole or in part, without LBC's prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

T. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

THE AFFILIATES DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME THE AFFILIATES MAY REMOVE THE PRODUCTS AND SERVICES FOR INDEFINITE PERIODS OF TIME OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE PRODUCTS AND SERVICES WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH THE PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. THE PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY THE AFFILIATES) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL THE AFFILIATES, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE PRODUCTS AND SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS, OR ANY INJURY, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY OF THE PRODUCTS AND SERVICES, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, THE AFFILIATE'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

THE AFFILIATES SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE PRODUCTS AND SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE THE AFFILIATES FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

THE AFFILIATES DO NOT REPRESENT OR GUARANTEE THAT THE PRODUCTS AND SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE THE AFFILIATES FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM REGARDING THE PRODUCTS OR SERVICES.

THE AFFILIATES ARE NOT RESPONSIBLE FOR DATA YOU MAY HAVE LOST IN CONNECTION WITH YOUR USE OF THE PRODUCTS OR SERVICES.

U. WAIVER, INDEMNITY AND RELEASE



BY USING THE PRODUCTS AND SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE AFFILIATES, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE PRODUCTS AND SERVICES, OR ANY ACTION TAKEN BY THE AFFILIATES AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM THE AFFILIATES, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO SERVICES, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF THE AFFILIATES'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE THE AFFILIATES AND ANY OTHER PARTIES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS AND OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO (A) DISPUTES BETWEEN YOU AND OTHERS OF THE SERVICES; (B) DISPUTES BETWEEN YOU AND THIRD PARTIES INVOLVING LBX; AND (C) THE ACTS OR THE OMISSIONS OF THIRD PARTIES. YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE § 1542, INDIANA LAW AS WELL AS ANY OTHER STATUTES OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

V. GOVERNING LAW

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between the Applicant and the Affiliates, and all transactions or use of the Products and Services shall be governed by the laws of the State of Indiana, excluding its conflicts of law provisions. The Applicant and the Affiliates agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Hamilton, Indiana, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Products and Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

W. DISPUTE RESOLUTION; BINDING ARBITRATION

Please read the following section carefully because it contains additional provisions applicable only to individuals located, resident, or domiciled in the United States. If you are located, resident, or domiciled in the United States, this section requires you to arbitrate certain disputes and claims with Affiliates or the LBX and limits the manner in which you can seek relief, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

- **No Representative Actions.** The Holder and/or the Applicant and Company agree that any dispute arising out of or related to these LBXTC is personal to you and Company and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.
- **Arbitration of Disputes.** Except for (i) small claims disputes in which the Holder and/or the Applicant or Company seeks to bring an individual action in small claims court located in the county of your billing address or (ii) disputes in which Holder and/or the Applicant or Company seeks injunctive or other equitable relief (x) to enforce this dispute resolution



clause or (y) for the alleged infringement or misappropriation of intellectual property, including copyrights, trademarks, trade names, logos, trade secrets or patents, Holder and/or the Applicant and Company waive their rights to a jury trial and to have any other dispute arising out of or related to these LBXTC of our Services, including claims related to privacy and data security, (collectively, “Disputes”) resolved in court. Instead, for any Dispute that Holder and/or the Applicant have against Company you agree to first contact Company and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to Company by email at lbx@landbetterment.com. The Notice must (I) include your name, residence address, email address, and telephone number; (II) describe the nature and basis of the Dispute; and (III) set forth the specific relief sought. Our notice to you, on behalf of ourselves, will be similar in form to that described above. If you and Company cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the Dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All Disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Hamilton County, Indiana. Holder and/or the Applicant and Company agree that Disputes will be held in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”). The most recent version of the JAMS Rules are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

- Holder and/or the Applicant and Company agree that these LBXTC affect interstate commerce and that the enforceability of this section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. As limited by the FAA, these LBXTC and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- The arbitration will allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, Company, the Holder and/or Applicant will maintain the confidentiality of any arbitration proceedings, judgments and awards, including information gathered, prepared and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.
- Holder and/or the Applicant and Company agree that for any arbitration you initiate, you will pay the filing fee (up to a maximum of \$250 if you are a consumer), and Company will pay the remaining JAMS fees and costs. For any arbitration initiated by Company, Company will pay all JAMS fees and costs. Holder and/or the Applicant and Company agree that the state or federal courts of the State of Indiana and the United States sitting in Hamilton County, IN have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.
- Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and Company or the Holder will not have the right to assert the claim.
- You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this section by sending a written notice to Company by email at lbx@landbetterment.com. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with this section.
- If any portion of this section is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these LBXTC; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this section or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to this section; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual



claims in arbitration. Further, if any part of this section is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this section will be enforceable.

X. OTHER PROVISIONS

This Agreement constitutes the entire agreement between the Applicant and LBC and governs your use of the Products and Services, superseding any prior agreements with respect to the same subject matter between the Applicant and LBC. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. LBC's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. LBC will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Applicants and/or Holder agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Products and Services. The Applicants use of the Products and Services may also be subject to other laws.

If any provision or part of a provision of these LBXTC is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these LBXTC and does not affect the validity and enforceability of any remaining provisions.

In order for us to provide our Services, you agree that we may process, transfer and store information about you in the United States and other countries, where you may not have the same rights and protections as you do under local law.

Upon receipt of LBX for completion of the LBXTIP, all Applicants will pay to LBC a Success Fee, which will be automatically deducted, without notice, from each and every issuance of LBX to the Applicant.

Upon termination of Applicants and/or Holders Services or our relationship under these LBXTC for any other reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

LBC may notify the Applicant with respect to the Products and Services by sending an email message to your email address or a letter via postal mail to your mailing address or via a phone call at the number provided. Notices shall become effective immediately. LBC may also contact you by email to send you additional information about the Products and Services.

You hereby grant LBC the right to take steps LBC believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that LBC has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as LBC believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to LBC's right to cooperate with any legal process relating to your use of the Products and Services and/or Content, and/or a third-party claim that your use of the Products and Services and/or Content is unlawful and/or infringes such third party's rights).

Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it.

Last Updated: October 1, 2021