

Terms of Service

These Terms of Service (“**Terms**”) govern your use of services (collectively, the “**Services**”) provided by Republic Realm Inc. d/b/a Republic Realm (“**we**”, “**us**”, or “**Republic Realm**”) through our website (www.republicrealm.com) (the “**Website**”). These Terms are a binding legal agreement between you or the entity you represent (“**you**”) and Republic Realm. A “**user**” is you or anyone who accesses, browses, or in any way uses the Services. These Terms refer to our privacy policy, incorporated into these Terms by reference, which also applies to your use of the Services and which sets out the terms on which we process any personal data or information we collect from you or that you provide to us (the “**Privacy Policy**”).

Republic Realm does not give investment advice, endorsement, analysis or recommendations with respect to any securities and is not a registered broker-dealer, funding portal or investment advisor. Any securities referenced here are being offered by, and all information included on this Website related to such securities is the responsibility of, the applicable issuer of such securities. The intermediary (if any) facilitating the offering will be identified in an issuer’s offering documentation. Any historical returns, expected returns, or probability projections may not reflect actual future performance. All securities involve risk and may result in partial or total loss. Republic Realm is not being compensated for hosting this Website. No offers are being made to any person in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where Republic Realm is not authorized to provide such information or services. All users – persons or entities – accessing the Services do so on their own initiative and are responsible for compliance with applicable local laws and regulations. Nothing contained in the Services constitutes investment, financial, accounting, tax or legal advice; nor should be considered an offer, solicitation of an offer or advice to buy or sell securities.

Please read the Terms carefully before you start to use the Services offered on the Website. By using the Services, you accept and agree to be bound and abide by these Terms and our Privacy Policy. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Services.

The Services are offered and available to users who 18 years of age or older. By using this Services, you represent and warrant that you are of legal age to form a binding contract with the Republic Realm and meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

Changes to the Terms

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these Terms at any time, without notice. Any changes or updates will be effective immediately upon posting to this page. You are expected to review these Terms regularly for changes, as they are binding on you. You can determine if changes have been made by checking the effective date at the top of these Terms. Your continued use of our Services following the posting of any changes to these Terms means you consent to such changes.

Accessing the Services

By accessing or using the Services:

- (a) You acknowledge that you have read, understood, and accept these Terms and any additional documents or policies referred to in or incorporated into these Terms;
- (b) If these Terms have materially changed since you last access or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed Terms;
- (c) You represent and warrant that you are at least 18 years of age and have the right, authority, and capacity to enter into these Terms, either on behalf of yourself or the entity that you represent; and
- (d) You consent to receive communications from us electronically, and you agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing.

1. Conditions of Service.

It is a condition of your use of the Services that the information you provide is correct, current, and complete. You are responsible for making all arrangements necessary for you to have access to the Services. You agree that we will not be liable to you for any unavailability, modification, suspension or discontinuance of the Services. The Services are provided exclusively for personal and noncommercial usage.

2. Prohibited Uses.

You may use the Services only for lawful purposes and in accordance with these Terms. We are under no obligation to enforce the Terms on your behalf against another user. We encourage you to let us know if you believe another user has violated the Terms or otherwise engaged in prohibited or illegal conduct. You agree not to, and will not assist, encourage, or enable others to use the Services :

- For any commercial purpose, except as expressly permitted under these Terms.
- In a manner that is defamatory, abusive, threatening, offensive, is an invasion of a right of privacy of another person or could otherwise be reasonably expected to harm any person or entity.
- To violate any applicable national, regional, federal, state, local, or international law or regulation, or to encourage any such violation or any illegal activity.
- To create, send, knowingly receive, display, transmit, use, or reuse any material which:
 - Infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person;
 - Violate or assists in the violation of legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms or our Privacy Policy; or
 - Be likely to deceive or confuse any person.
- Violate these Terms or any other rules or policies posted by us on our website or otherwise provided to you.
- Reverse engineer, reverse compile, reverse assemble or perform any other operation with the Services that would reveal any source code, trade secrets, know-how or other proprietary information.
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Services, except as expressly authorized by Republic Realm.
- Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services.
- Record, process, harvest, collect, or mine information about other users.
- Access, retrieve, or index any portion of the Services for purposes of constructing or populating a searchable database.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose.
- Use the Services to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature (collectively, "**Viruses**").

- Use the Services to violate the security of any computer network, crack passwords or security encryption codes.
- Remove, circumvent, disable, damage, or otherwise interfere with any security-related features or other restrictions of the Services.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services. The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us hello@republicrealm.com, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

3. IP Ownership.

We, or an entity affiliated with us, own the Services and all of our trademarks, logos, and branding in connection with the Services ("**Republic Realm Content**"), including current and future proprietary rights of every kind and nature however denominated throughout the world, registered or unregistered, associated with such Republic Realm Content and the Services (collectively, "**Republic Realm IP**"). Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Republic Realm IP are retained by us.

4. Limited License.

We grant you a personal, limited, revocable, non-exclusive and non-transferable license to access and use the Services subject to the restrictions set out in these Terms (the "**Limited License**"). This Limited License is exclusive to you and you may not sublicense the usage of the Services.

5. Links to other Sites.

If there are other websites and resources linked to the Services, these links are provided only for the convenience of our users. We have no control over the contents of those websites or resources, and therefore cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the Terms and conditions of use for such websites.

6. No Guarantee of Service.

Although we hope to make the Services available at all times in the future, there may be times when we need to disable the Services either temporarily or permanently. The Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability. Keep this in mind as Republic Realm will not be liable if all or any part of the Services is unavailable at any time, for any period of time. Also, from time to time, we may restrict access to some parts of the Services, or the entire Services, to users. We cannot and do not make any representations or warranties with respect to the devices you use to access or use the Services, including with respect to device compatibility.

7. Disclaimer of Warranties.

REPUBLIC REALM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED ON AN

“AS IS” AND “AS AVAILABLE” BASIS. REPUBLIC REALM DOES NOT GUARANTEE THE ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF THE SERVICES OR ANY CONTENT. YOU AGREE TO USE THE SERVICES AT YOUR OWN RISK.

Limitation of Liability.

YOU ACKNOWLEDGE THAT YOUR ACCESS TO AND USE OF THE SERVICES AND ANY RELIANCE UPON EITHER IS AT YOUR SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REPUBLIC REALM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT REPUBLIC REALM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE SERVICES. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWN-TIME AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL INFORMATION ABOUT YOURSELF IN YOUR USE OF THE SERVICES AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH ANY OF THESE TERMS, OR FEEL WE HAVE BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS OR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF (i) THE AMOUNT PAID BY YOU FOR THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE APPLICABLE CLAIM, IF ANY OR (ii) \$100. IT IS THE INTENTION OF YOU AND US THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

1. Indemnification.

You shall indemnify and hold harmless Republic Realm, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from (i) your violation of these Terms, (ii) your use or access of the Services, (iii) your violation of any third party right, including without limitation, any intellectual property right or right of publicity, (iv) any claim that your use of the Services caused damage to a third party or (v) from any decisions or investments that you make based on the Services or through any other investment vehicle referenced via the Services.

2. Governing Law.

All matters relating to the Website, the Service and these Terms (including the Privacy Policy), and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by the laws of the State of New York, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in New York County, New York.

3. Arbitration and Class Action Waiver.

A. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM REPUBLIC REALM. For any dispute with Republic Realm, you agree to first contact us at hello@republicrealm.com and attempt to resolve the dispute with us informally. In the unlikely event that Republic Realm has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the

breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in New York County, New York, unless you and Republic Realm agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Republic Realm from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

B. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND REPUBLIC REALM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

4. General Terms.

These Terms constitute the sole and entire agreement between you and Republic Realm with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Services. No waiver of these Terms by Republic Realm shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Republic Realm to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to reflect the parties’ intention or eliminated to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. The Terms, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by you except with Republic Realm’s prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect.

5. Contact.

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: hello@republicrealm.com. By sending us any ideas, suggestions, documents or proposals (“**Feedback**”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third-parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development that is owned by us, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Republic Realm and its users any claims and assertions of any moral rights contained in such Feedback.