

Multichain Ventures, Inc.

Merchant Gateway Terms of Service

Effective Date: October 18, 2019

BEFORE YOU PROCEED WITH ACCEPTING THESE TERMS AND USING THE MERCHANT GATEWAY, IT IS IMPORTANT THAT YOU UNDERSTAND THAT THIS IS AN EARLY RELEASE VERSION OF THE SOFTWARE. SOME FUNCTIONALITY IS LIMITED, AND YOU MIGHT EXPERIENCE BUGS, GLITCHES, AND OTHER YET UNIDENTIFIED ERRORS. BY ACCEPTING THESE TERMS AND PARTICIPATING IN THIS RELEASE, YOU ACCEPT THAT THERE IS SOME INCREASED RISK IN USING THE PLATFORM.

The terms constitute a legally binding agreement between you and Multichain Ventures, Inc. ("MV Inc.", "we" or "us"). The following terms and conditions (the "Terms"), govern your access to and use of certain point-of-sale, eCommerce, and API software solutions called the Merchant Gateway (the "Platform").

This Platform is offered and available to users who are 18 years of age or older. By using this Platform, you represent and warrant that you have the legal capacity to form a binding contract with MV, Inc. and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

Please read the Terms carefully before you start to use the Platform. **By using the Merchant Gateway, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, you must not access or use the Merchant Gateway.**

1. Description of the Services

The Merchant Gateway enables merchants to incorporate cryptocurrency payment functionality for point-of-sale transactions through which they sell their products and services. Transactions are solely between merchants and their purchasers, and MV, Inc. is not a party to these transactions. MV, Inc. is not a bank or money transmitter, and we do not offer any of these types of services as defined by the United States Department of Treasury. Payments are initiated by first converting the transaction sale price from U.S. dollars, or other stable asset, to the approved cryptocurrency at the then prevailing exchange rate. Payments are initiated by providing information and instructions through the point of sale, and transacted directly from a consumer mobile digital currency wallet.

2. Multichain Ventures' Role; Third-Party Relationships

MV, Inc. collects, analyzes and transmits information about you and your transactions in connection with payments between purchasers and merchants. You authorize MV, Inc. to provide this information to necessary third-parties to facilitate payments from purchasers and merchants. MV, Inc. does not hold, own or control funds in connection with the Platform, nor does MV, Inc. transmit money or monetary value. In connection with the Merchant Gateway, MV, Inc. does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission.

MV Inc. may enter into agreements with processors, from time to time. You are not a third-party beneficiary of these agreements. Each of the processors is a third-party beneficiary of these Terms and has beneficiary rights, but not obligations, and may enforce these Terms against you. Some of these third parties may require a direct agreement with you. If you are required to enter into such an agreement and decline to do so, we may suspend or terminate your use of the Merchant Gateway.

3. Responsibility for Merchant Products & Services

Merchants are solely responsible for: (a) promptly fulfilling any order for merchandise purchased by any purchaser; (b) collecting and remitting any value added, use, sales or other transfer taxes owed to any national, state, or local taxing authorities in connection with the sale of any merchandise; (c) resolving any disputes with purchasers regarding any purchased merchandise, including any chargebacks or refunds; and (d) any and all injuries, illnesses, damages, claims, liabilities and costs suffered by you or any purchaser that purchases your merchandise, which are caused in whole or in part by you or your merchandise.

The Merchant alone is responsible for providing your products and services to purchasers for any and all issues related to your products and services, including but not limited to issues arising from the processing of purchasers' payment through the Merchant Gateway. You agree not to disguise, hide or otherwise misrepresent the number or character of the products and services that you offer on or through your store through use of any features of the Merchant Gateway or otherwise.

When the feature becomes available, the Merchant may accept and honor all eligible cards presented for payment by purchaser for your merchandise in accordance with these Terms and any other applicable operating guides or regulations. You acknowledge that the existence of an affirmative authorization from us does not mean that a particular transaction will not be subject to chargeback, reversal or claim at a later date.

4. Accessing the Tokes Gateway and Account Security

We reserve the right to withdraw or amend this Merchant Gateway, and any service or material we provide on the Merchant Gateway, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Merchant Gateway is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Merchant Gateway, or the entire Merchant Gateway, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Merchant Gateway and ensuring that all persons who access the Tokes Gateway through your internet connection are aware of these Terms and comply with them.

To access the Merchant Gateway or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Merchant Gateway that all the information you provide on the Merchant Gateway is correct, current and complete. You agree that all information you provide to register with this Merchant Gateway or otherwise, including but not limited to through the use of any interactive features on the Merchant Gateway, is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Merchant Gateway or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

5. Intellectual Property Rights

The Merchant Gateway and its entire contents, features and functionality, are owned by MV, Inc., its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms permit you to use the Merchant Gateway for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Merchant Gateway, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not modify copies of any materials from this Site or delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Site. Furthermore, you must not access or use for any commercial purposes any part of the Merchant Gateway or any services or materials available through the Merchant Gateway.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Merchant Gateway in breach of the Terms, your right to use the Merchant Gateway will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Merchant Gateway or any content on the Merchant Gateway is transferred to you, and all rights not expressly granted are reserved by MV, Inc.. Any use of the Tokes Gateway not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

6. Trademarks

The Multichain Ventures, Inc. name, and terms including Tokes Platform, CubedPay, EPCIS Decentralized Network (EDEN), and TOKES and all related names, logos, product and service names, designs and slogans are trademarks of MV, Inc. or its affiliates or licensors. You must not use such marks without the prior written permission of MV, Inc. All other names, logos, product and service names, designs and slogans on this Merchant Gateway are the trademarks of their respective owners.

7. Prohibited Uses

You may use the Tokes Gateway only for lawful purposes and in accordance with these Terms. You will only be transacting on the Merchant Gateway with legally-obtained funds that belong to you. You agree not to use the Merchant Gateway:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To impersonate or attempt to impersonate MV, Inc., a MV, Inc. employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Merchant Gateway, or which, as determined by us, may harm MV, Inc. or users of the Merchant Gateway or expose them to liability.
- As a merchant, you may not use the Merchant Gateway to post or link to any merchandise that: (i) infringes any third-party intellectual property rights (including copyright, trademark, patent and trademark secrets) or other proprietary rights (including rights of publicity or privacy); (ii) constitutes libel or slander or is otherwise defamatory; or (iii) is counterfeited, illegal, stolen, or fraudulent. If MV, Inc. discovers that any information or content provided by you is inaccurate, false, or misleading we reserve the right to immediately remove such information or content at our sole discretion.

Additionally, you agree not to:

- Use the Merchant Gateway in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Merchant Gateway, including their ability to engage in real time activities through the Merchant Gateway.
- Use any robot, spider or other automatic device, process or means to access the Merchant Gateway for any purpose, including monitoring or copying any of the material on the Merchant Gateway.
- Use any manual process to monitor or copy any of the material on the Merchant Gateway or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Merchant Gateway.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Merchant Gateway, the server on which the Merchant Gateway is stored, or any server, computer or database connected to the Merchant Gateway.
- Attack the Merchant Gateway via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Merchant Gateway.

8. Fraud; Suspicious Activity

If MV, Inc. determines that you have used the Merchant Gateway to transfer funds resulting from fraud or any prohibited activity (including, without limitation, any activities that violate any provision of these Terms), or if we reasonably suspect that your account has been used for an unauthorized, illegal, or criminal purpose, MV, Inc. reserves all rights to share information about you, your account, your access to the Merchant Gateway, and any of your transactions with law enforcement or other governmental or regulatory entities.

9. Monitoring and Enforcement; Termination

We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Merchant Gateway. In addition, we may terminate or suspend your access to all or part of the Merchant Gateway any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Merchant Gateway. YOU WAIVE AND HOLD HARMLESS MV, INC. FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY MV, INC. DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER MV, INC. OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Merchant Gateway, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. Changes to the Merchant Gateway

We may update the content on this Merchant Gateway from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Merchant Gateway may be out of date at any given time, and we are under no obligation to update such material.

11. Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Merchant Gateway thereafter. Your continued use of the Merchant Gateway following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access this Merchant Gateway so you are aware of any changes, as they are binding on you.

12. Information About You and Your Visits to the Merchant Gateway

All information we collect on this Merchant Gateway is subject to our Privacy Notice. By using the Merchant Gateway, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

13. Geographic Restrictions

The owner of the Merchant Gateway is based in the state of Nevada in the United States. We provide this Merchant Gateway for use only by persons located globally. We make no claims that the Merchant Gateway or any of its content is accessible or appropriate outside of the United

States or in all jurisdictions within the United States. Access to the Merchant Gateway may not be legal by certain persons or in certain countries. If you access the Merchant Gateway from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

14. **Risk Warning**

By using the Merchant Gateway, you understand that digital currencies, including blockchain technology and related technologies are new, relatively untested, outside of your or MV, Inc.'s control and valuation may be vulnerable— perhaps highly so— to adverse changes in market or technological forces. Accordingly, there are inherent risks you understand you are willingly undertaking by using the Merchant Gateway, including, without limitation, the risk of substantial financial losses in holding or trading digital currencies. In addition, there is a risk of theft through both authorized and unauthorized users attempting to interfere with financial transactions completed over the Merchant Gateway, including attempting to interfere with your wallet address designations. It is possible that such risks may result from unintentional weaknesses or bugs in the source code of the Merchant Gateway. The functioning of the Merchant Gateway could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of digital currencies. Finally, you acknowledge that there are risks associated with using the Merchant Gateway including, but not limited to, the failure of hardware, software, and internet connections.

The Merchant Gateway is designed to help users easily move toward the adoption and use of digital currencies for hard currency transactions. The buying, selling, trading and in general using digital currencies can be risky. This risk disclosure statement does not, and cannot, list all of the potential risks. As such, the risks include, but are not limited to the following:

1. **Market Risk:** Like all currencies, digital currencies are susceptible to fluctuations in valuation. The market for digital currencies is still new and uncertain. No user should have funds invested in digital currency or speculate in digital currency that they are not prepared to lose entirely. Neither MV, Inc., nor any of its subsidiaries, guarantees the value of a digital currency. The user bears 100% of the responsibility and risk for any of the price fluctuation of any digital, crypto currency. MV, Inc. is not liable, nor responsible for any losses a user may incur while, buying, selling, trading or using digital or crypto-currencies in any manner.
2. **Liquidity Risk:** All markets for financial instruments have inherent varying degrees of liquidity. Markets for digital currencies are no different. There is never a guarantee that there will be an active market for one to sell, buy, or trade these instruments or products derived from or ancillary to them.
3. **Legal Risk:** The legal status of certain digital currencies is not clearly defined in some jurisdictions. This may affect the legality of holding, exchanging for domestic currency, or trading them. As a result, how one or more digital currencies constitute property, or assets, or rights of any are subject to definition and interpretation of the jurisdiction in question. Users and participants are responsible for knowing and understanding how digital currencies will be addressed, regulated, and taxed under applicable law.
4. **Exchange Risk (Counterparty Risk):** Holding digital currencies on deposit either personally or with any third party in a custodial relationship has inherent risks. These risks include security breaches, risk of contractual breach, and risk of loss. Merchants and purchasers should be wary of allowing third parties to hold their property for any reason.
5. **Trading Risk:** In addition to liquidity risks, values in any digital currencies marketplace is volatile and value fluctuations can shift quickly. Participants in any digital currency market are warned that they should pay close attention to their position and holdings, and how they may be impacted by sudden and adverse shifts in trading and other market activities.

6. **Risks Associated with Financing Activities:** Due to the above mentioned risks, when you finance a purchase or sale of digital currency on a peer-to-peer basis, you run the risk of losing your provided financing. Also, when you accept financing to enter a trading agreement, you accept the risk of not being able to repay that financing. Users and participants should carefully read and be aware of all of the terms of any contracts they enter and how their trading strategies and other market and risk factors can affect their financing obligations.

The user bears 100% of the responsibility and risk for any losses incurred, or the price fluctuation when using any digital currencies. Neither MV, Inc., any of its subsidiaries, nor any of its officers, directors, employees is liable, nor responsible for any losses a user may incur while, buying, selling, trading, holding, investing or using digital currencies in any manner.

You agree and acknowledge that MV, Inc. is not responsible for such losses and MV, Inc. bears no responsibility for any loss directly or indirectly incurred by you through using the Merchant Gateway.

15. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Merchant Gateway will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TOKES NOR ANY PERSON ASSOCIATED WITH MV, INC. MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER MV, INC. NOR ANYONE ASSOCIATED WITH MV, INC. REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

MV, INC. HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Limitation on Liability

IN NO EVENT WILL MV, INC., ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Indemnification

You agree to defend, indemnify and hold harmless MV, Inc., its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Merchant Gateway, including, but not limited to, any use of the Merchant Gateway's content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Merchant Gateway.

18. Governing Law, Jurisdiction and Arbitration

All matters relating to the Merchant Gateway and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms or the Merchant Gateway shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nevada. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

At MV, Inc.'s sole discretion, it may require You to submit any disputes arising from the use of these Terms or the Merchant Gateway, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Nevada law.

19. Waiver and Severability

No waiver of by MV, Inc. of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MV, Inc. 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 or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

20. Entire Agreement

The Terms and/or our Privacy Policy constitute the sole and entire agreement between you and MV, Inc. with respect to the Merchant Gateway and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Merchant Gateway.

21. Your Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to the Merchant Gateway should be directed to: support@tokesplatform.org

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