

## Terms of Service

Updated: February 3rd, 2020

### **Your Acceptance**

Welcome to the Terms of Service for Curio AG and any associated websites and any services provided by Curio AG (collectively referred to as the "Platform"). This is an agreement ("Agreement") between Curio AG ("CurioInvest"), the owner and operator of the Platform and You ("You", "Your" or "User(s)"), a User of the Platform.

Throughout this Agreement, the words "CurioInvest," "us," "we," and "our," refer to our company, Curio AG, as is appropriate in the context of the use of the words.

By clicking "I agree" or accessing the Platform You agree to be bound by this Agreement and the Privacy Policy. We may amend this Agreement at any time and may notify You if we do so. PLEASE BE AWARE THAT THERE ARE ARBITRATION AND CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS.

### **User Accounts and Sign-up**

Portions of the Platform may require You to create a login or sign-up for an account. You must fully complete the registration process by providing us with Your current, complete, truthful, and accurate information as prompted by the applicable registration form. Where a User creates an account, we may ask You to provide identification so that we may verify Your identity. Where required, CurioInvest may also assign You a username and password. You are entirely responsible for maintaining the confidentiality of Your password and account and for any and all activities that occur under Your account. You agree to notify CurioInvest immediately of any unauthorized use of Your account or any other breach of security. CurioInvest will not be liable for any losses You incur as a result of someone else using Your password or account, either with or without Your knowledge. However, You could be held liable for losses incurred by CurioInvest or another party due to someone else using Your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Companies may register via the Platform but may only have one User account. If You are registering on behalf of Your company, You represent and warrant that You are

authorized by Your company to create an account on Your company's behalf and You represent and warrant that You are authorized by Your company to incur financial obligations and enter into legally binding agreements on behalf of Your company. CurioInvest has the sole discretion in granting or denying any accounts. We may conduct a background check or require You to verify the personal and financial information submitted by You. By creating an account You expressly authorize us to conduct such background check and You authorize us to verify and share any information provided by You with third parties that we may hire or use for such verifications.

## **Age**

Users of the Platform must be at a minimum 18 years of age.

## **The Platform**

CurioInvest allows You to send, request, receive, and store digital currency ("Digital Assets") via your own digital wallet ("Digital Wallet"). All wallets created through the Platform are non-custodial, meaning that you control all private and public keys associated to the Digital Wallet and CurioInvest never has control or possession of your Digital Wallet to facilitate any trades made. CurioInvest reserves the right to refuse to process or to cancel any pending digital transaction as required by law, at our discretion, in response to a subpoena, court order, or other binding government order, or to enforce transaction limits. Please be aware that once a transaction is initiated via your Digital Wallet, CurioInvest may not reverse such transaction. For any transactions initiated using the Platform, CurioInvest takes up to 1.5% fee for any transaction.

CurioInvest has no obligation to support any Digital Currencies. Under no circumstances should you attempt to use your own Digital Wallet to store any non-supported digital currencies. PLEASE BE AWARE THAT ANY NON-SUPPORTED DIGITAL CURRENCY MAY BE LOST IF YOU ATTEMPT TO STORE SUCH DIGITAL CURRENCY IN YOUR DIGITAL WALLET. CurioInvest assumes no responsibility or liability in connection with any attempt to use OR STORE ANY digital currencies.

## **No Investment Advice**

CurioInvest does not provide any investment, tax, or legal advice, nor does the CurioInvest broker trades on the User's behalf. We are not your broker, intermediary, agent or advisor and have no fiduciary relationship or obligation with you when you use the Platform to exchange crypto currency. We have no liability for any of your activities or decisions made while using the Platform.

## **Prohibited Uses**

We may prohibit your use of the Platform if you are located in Afghanistan, Albania, Belarus, Bosnia & Herzegovina, Burundi, Central African Republic, Cote d'Ivoire, Cuba, Democratic Republic of Congo, Ethiopia, Guinea, Guinea-bissau, Iran, Iraq, Lebanon, Liberia, Libya, North Korea, Republic of Macedonia, Serbia, Somalia, South Sudan, Sudan, Syria, Trinidad & Tobago, Tunisia, Uganda, Ukraine, United States of America (USA), Venezuela, Yemen and Zimbabwe (together, the "Restricted Jurisdictions"). You are prohibited from using or accessing CurioInvest to transmit or exchange digital assets.

CurioInvest reserves the right to deny, delay, or cancel a transaction it perceives as a risk of criminal or fraudulent activity.

## **Trade Rates**

Digital Currencies are inherently volatile and risky. The Platform attempts to provide up to date information for all Digital Currency listed; however, due to the nature of Digital Currencies some information may be out of date or inaccurate. Any trade should be quoted at the then listed rate of the trading platform you have selected. As you control your own Digital Wallet you are solely responsible for verifying any rates for any Digital Currencies. As CurioInvest is a non-custodial exchange we are not liable to you for any inaccurately quoted rates for any Digital Currency.

## **Privacy**

Please read CurioInvest's Privacy Policy for more information regarding the collection and use of Your information. The Privacy Policy is integrated into this Agreement.

## **Access to the Platform**

After properly registering for the Platform You shall be granted access to the Platform. Where you download the Platform, you are granted a limited, fully revocable license to access and use the Platform in accordance with this Agreement. Additionally, You agree to abide by the following restrictions listed below:

-You may not decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, distribute, or create derivative works or -improvements to the Platform or any portion of the Platform.

-You may not share Your access with any other parties unless permitted by us in writing.

-You may not violate any laws, rules or procedures of Switzerland.

-You may not violate any of our additional policies.

-You may not use our Platform except through specific channels provided by us.

-You may not use the Platform on a computer that is used to operate nuclear facilities, life support, or other mission critical applications where life or property may be at stake.

-You may not sell, lease, loan, distribute, transfer, or sublicense Your access to the Platform.

Please be aware that this is not an all-encompassing list of restrictions, if You breach any of these restrictions, we may revoke Your access to our Platform, at our discretion. Additionally, we may revoke or restrict Your access to our Platform if we believe that Your actions may harm or have harmed CurioInvest or the Platform itself. Failure by us to revoke Your access does not act as a waiver of Your conduct.

## **Your Conduct While Using The Platform**

When accessing or using our Platform, You are solely responsible for Your use and for any use of the CurioInvest Platform made using Your account. You agree to abide by the following rules of conduct:

- You will not copy, distribute or disclose any part of the Platform in any medium, including without limitation by any automated or non-automated “scraping”.
- You will not attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Platform.
- You will not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract or export data collected through the Platform.
- You will not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure.
- You agree not to use the Platform to stalk, harass, bully or harm another individual.
- You agree that You will not hold CurioInvest responsible for Your use of the Platform.
- You agree not to violate any requirements, procedures, policies or regulations of networks connected to CurioInvest.
- You agree not to interfere with or disrupt the Platform.
- You agree to not violate any Swiss law while using the Platform.
- You agree not to use the Platform in any way that is: misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing.

If You are discovered to be undertaking any of the aforementioned actions or if we believe that any of Your actions may harm CurioInvest’s Platform or business interests Your privileges to use our Platform may at our sole discretion be terminated, revoked, or suspended. Generally, we will provide an explanation for any suspension or termination of Your use of any of our Platform, but CurioInvest reserves the right to suspend or terminate any account at any time without notice or explanation.

## **Platform Availability and Modification**

Although we will attempt to provide continuous Platform availability to You, we do not guarantee that the Platform will always be available, work, or be accessible at any particular time. We make no uptime guarantees. We reserve the right to alter, modify,

update, or remove our Platform at any time. We may conduct such modifications to our Platform for security reasons, intellectual property, legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications. For example, we may provide updates to fix security flaws, or to respond to legal demands. Please note that this is a non-binding illustration of how we might exercise our rights under this section, and nothing in this section obligates us to take measures to update the Platform for security, legal, or other reasons.

## **User Content**

A User's ability to submit or transmit any information through the Platform, including but not limited to text, audio messages, videos, photos, images, User trademarks, User intellectual property, or any other information will be referred to as "User Content" throughout this Agreement. All User Content You submit to the Platform will be owned by You. Please be aware that we are not required to host, display, migrate, or distribute any of Your User Content and we may refuse to accept or transmit any User Content. You agree that You are solely responsible for any User Content submitted and You release us from any liability associated with any User Content submitted. You understand that we cannot guarantee the absolute safety and security of any such User Content. Any User Content found to be in violation of this Agreement or that we determine to be harmful to the Platform may be modified, edited, or removed at our discretion. CurioInvest may not endorse and may not verify, monitor, or restrict any User Content submitted.

When You submit any User Content to us, You grant the Curio, its partners, affiliates, Users, representatives and assigns a non-exclusive, fully-paid, royalty-free, revocable, world-wide, universal, transferable, assignable license to display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works and otherwise use and reuse all or part of Your User Content for the duration of this Agreement. It is important for You to grant us this license so that we may transmit Your User Content through the Platform. Additionally, although You own all User Content submitted by You, we own all layouts, arrangement, metadata and images that are used to render Your User Content through our Platform.

## **User Content Guidelines**

We reserve the right to remove, delete, modify, screen, edit, or refuse any User Content for any reason or no reason, and with or without notice to You. Please be aware that all User Content may be viewed by third parties, thus we cannot guarantee the confidentiality of any User Content. When submitting any User Content You agree to the following:

- You agree that User Content submitted is truthful and accurate.
- You agree not to submit any User Content that contains any confidential information.
- You agree not to submit any User Content that contains nudity, or sexual, or explicit content.
- You agree not to submit any User Content that depicts gratuitous violence, animal or child abuse, or encourages violence against others.
- You agree not to submit any User Content containing hate speech or promotes or condones violence against individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, veteran status, or sexual orientation/gender identity.
- You agree not to submit any User Content that is considered spam or politically controversial.
- You agree not to submit any User Content that may be considered: misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing.

If You have violated any of our User Content Guidelines or if You we believe that any User Content may harm the Platform, Your access to the Platform may be suspended or terminated.

## **Refunds**

Once a transaction has been initiated it may not be reversed or refunded. If you have any issues with your Digital Wallet, please contact us.

## **Merger and Acquisition**

In the event that CurioInvest is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your personal information may be sold or transferred as part of that transaction. Please be aware that once the information is transferred your privacy rights may change.

## **Termination**

You may cancel Your account at any time via the CurioInvest dashboard or contacting us at [info@curioinvest.com](mailto:info@curioinvest.com) . Please be aware that upon termination of Your account, access to portions of our Platform may be become immediately disabled. Termination of this Agreement does not relieve User from any obligation to pay CurioInvest. Upon termination You will not be entitled to any refunds or proration of any fees paid except as stated in this Agreement. We may terminate Your account or this Agreement with You if we determine that: (1) You have violated any applicable laws while using our Platform; (2) if You have violated this Agreement or any other of our Platform policies; (3) if Your account has remained inactive for an extended period of time; or (4) if we believe that any of Your actions may harm CurioInvest, at our sole decision or discretion. In the event of termination, we will strive to provide You with a timely explanation; however, we are not required to do so. Where termination has occurred, portions of this Agreement shall survive and remain in full force as stated in the “Survival” section of this Agreement.

## **Taxes**



Depending on the laws of Your jurisdiction You may be taxed for any payments or purchases. Therefore, at the time of payment we may collect all applicable taxes related to Your use of the Platform. In the event that we do not collect the applicable taxes, You agree that You are still responsible for any applicable taxes. Although no taxes may be collected by us You agree that You will pay any applicable taxes or fees to the tax agencies having jurisdiction over You. It is also your sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. You are urged to consult your own tax advisor as to the tax consequences of using the Platform. You are not entitled to deduct the amount of any taxes from payments that you make to us or you owe us.

## **Fraudulent Transactions**

If we believe that You have participated in a fraudulent transaction we will pursue our claims against You to the fullest extent allowed by law. In the event that we believe that a User has completed a fraudulent transaction, we will forward Your information to the applicable law enforcement agency, which may result in civil or criminal penalties.

## **Idea Submission**

CurioInvest or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to processes, technologies, product enhancements, or product names. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works (“Submissions”) in any form to CurioInvest. The sole purpose of this policy is to avoid potential misunderstandings or disputes when CurioInvest’s products might seem similar to ideas You submitted to CurioInvest. If, despite our request that You not send us Your ideas, You agree to the following: (1) Your Submissions and their contents will automatically become the property of CurioInvest, without any compensation to You; (2) CurioInvest may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for CurioInvest to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

## **Intellectual Property**

The name "CurioInvest," the design of the CurioInvest Platform along with CurioInvest created text, writings, images, templates, scripts, graphics, interactive features and the trademarks, marks and logos contained therein ("Marks"), are owned by or licensed to CurioInvest. The Marks are subject to copyright and other intellectual property rights under US laws and international conventions. CurioInvest reserves all rights not expressly granted in and to the Platform. You agree to not engage in the use, copying, or distribution of the Marks or anything else contained within the Platform unless we have given You express written permission. All rights not expressly granted are hereby reserved. Your use of the Website and the Platform does not grant you ownership of or any rights to the content, code, data, and other materials you may use and see on the Web-site. Although you can become the owner of a car token itself, you do not own the car, nor any other elements.

## **Representations and Warranties**

THE PLATFORM ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER CurioInvest, NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS, ASSIGNS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. THE INCLUSION OF ANY DIGITAL CURRENCY ON THIS PLATFORM DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION BY CurioInvest. CurioInvest DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND CurioInvest SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES.

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT CurioInvest DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS BUT MAY DO SO AT OUR DISCRETION. IF WE CHOOSE

TO CONDUCT SUCH CHECKS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CurioInvest OR THROUGH THE PLATFORM, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **Limitation of Liability**

IN NO EVENT SHALL CurioInvest, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT ALLOW A LIMITATION ON LIABILITY, YOU AGREE THAT OUR LIABILITY, IS NO MORE THAN THE AMOUNT YOU PAID IN THE PAST SIX MONTHS FOR SERVICES OR ONE-HUNDRED US DOLLARS, WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CurioInvest AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY BETWEEN JURISDICTIONS. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by CurioInvest's negligence or that of any of its officers, employees or agents; (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

## **Release**

CURIOINVEST WILL NOT BE RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY ACTIONS UNDERTAKEN BY YOU AND YOU EXPRESSLY WAIVE AND RELEASE CURIOINVEST FROM ANY AND ALL LIABILITY,

CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE PLATFORM. YOU RELEASE CURIOINVEST AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE WITH ANOTHER USER, THE PLATFORM, OR OTHER THIRD PARTY.

## **Indemnity**

YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD CURIOINVEST AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR BREACH OF THIS AGREEMENT, (II) YOUR IMPROPER USE OF THE CURIOINVEST PLATFORM OR ANY SERVICES PROVIDED, (III) YOUR INTERACTION WITH ANY USER OR OTHER THIRD PARTY INCLUDING WITHOUT LIMITATION ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF SUCH INTERACTION, (IV) YOUR BREACH OF ANY LAWS, REGULATIONS OR THIRD PARTY RIGHTS. YOU AGREE THAT THIS INDEMNITY EXTENDS TO REQUIRING YOU TO PAY FOR OUR REASONABLE ATTORNEYS' FEES, COURT COSTS, AND DISBURSEMENTS. IN THE EVENT OF A CLAIM SUCH AS ONE DESCRIBED IN THIS PARAGRAPH, WE MAY ELECT TO SETTLE WITH THE PARTY/PARTIES MAKING THE CLAIM AND YOU SHALL BE LIABLE FOR THE DAMAGES AS THOUGH WE HAD PROCEEDED WITH A TRIAL.

## **Choice of Law**

This Agreement shall be governed by the laws in force in Liechtenstein. The offer and acceptance of this contract is deemed to have occurred in Liechtenstein. Any dispute, controversy or claim arising out of, or in relation to this Agreement, including the validity,

invalidity, breach, or termination thereof, shall be subject to the exclusive jurisdiction of the competent courts of the city of Vaduz, Liechtenstein.

## **Arbitration**

This Agreement and any dispute arising out of or in connection with this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the state of Liechtenstein, without giving effect to conflict of laws principles thereof.

## **Informal Resolution**

Each party agrees that before it seeks mediation, arbitration, or any other form of legal relief it shall provide written notice to the other of the specific issues in dispute (and referencing the specific portions of the Agreement which are allegedly being breached). Within thirty days after such notice, knowledgeable executives of the party or the individuals themselves shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the Dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, or trade secrets.

## **Binding Arbitration**

Any dispute, controversy or claim arising out of or in relation to the use of the Platform, these Terms of Service, including the validity, invalidity, breach or termination thereof as

well as non-contractual claims, shall be resolved by arbitration in accordance with the Rules of Arbitration of the Liechtenstein Chamber of Commerce and Industry to the exclusion of the judicial authorities. If there is a dispute about whether this arbitration provision can be enforced or applies, You and CurioInvest agree that the arbitrator will decide that issue.

The number of arbitrators shall be three. The seat of the arbitral tribunal shall be Vaduz, Liechtenstein. The arbitral proceedings shall be conducted in German.

## **Class Action**

You and CurioInvest agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis. You agree that You will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action.

## **Force Majeure**

You agree that we are not responsible to You for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

## **Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will

remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreement You may have with CurioInvest are deemed to conflict with each other's operation, You agree that CurioInvest shall have the sole right to elect which provision remains in force.

## **Non-Waiver**

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

## **Survival**

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, content provisions, User representations and warranties, payment provisions, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Assignment**

You may not assign Your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

## **Amendments**

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email You. You may refuse to agree to the amendments, but if You do, You must immediately cease using our Platform.

## **Electronic Communications**

The communications between You and CurioInvest use electronic means, whether You visit the Platform or send CurioInvest emails, or whether CurioInvest posts notices on the Platform or communicates with You via email. For contractual purposes, You (1) consent to receive communications from CurioInvest in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that CurioInvest provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Your statutory rights.