Xion Global Terms of Service

Last Updated: September 22, 2021

Purple Origin Ltd. ("**Purple Origin Ltd**" or "**we**" or "**us**" or "**our**") makes available to users that are merchants certain software services accessible via a mobile device or web application, including Commerce (commonly known as Xion Global) (the "**Payment Application**" or "**App**"). The Payment Application enables users to (i) accept cryptocurrency as a payment method for goods and services; (ii) self custody digital assets; (iii) access reporting and invoicing capabilities; and (iv) additional functionality as Purple Origin Ltd may add to the App from time to time (collectively the "**Services**"). Purple Origin Ltd developed these Terms of Service (these "**Terms**") to describe the terms that govern your use of all versions of the Payment Application. These terms and additional information about the Payment Application can be found on the Xion Global website located at https://xion.app/assets/Terms-of-Use.pdf (the "**Site**").

Agreement to Terms

By clicking "I Agree" or by accessing the Payment Application or using any or all of the Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, you may not access or use the Services.

Privacy Policy

Please refer to our Xion Global Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to, and that we can collect, use and/or disclose your information (including any personal data you provide to us) in accordance with our Privacy Policy.

Changes to Terms or Services

We may modify the Terms at any time at our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site, by providing you a notice through the App, or through other methods of communication which we deem reasonable. The modified Terms will be effective at the time they are either posted on the Site, provided as a notice through the App, or through other methods of communication which we deem reasonable, whichever is earliest, unless we indicate otherwise. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have modified the Terms, you are agreeing to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE FOR USERS IN CERTAIN JURISDICTIONS. IF YOU ARE A USER LOCATED IN SINGAPORE OR APPLICABLE, YOU AGREE THAT DISPUTES BETWEEN YOU AND PURPLE ORIGIN LTD WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN SINGAPORE OR AS APPLICABLE, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Who May Use the Services

<u>Eligibility</u>

You may only use the Services if you are 18 years or older and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use the Services you'll have to create an account ("**Account**") via the App by connecting your web 3 wallet. You agree that you won't disclose your Account credentials to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, or are otherwise referable to your Account credentials, whether or not you know about them. We reserve the right to suspend or terminate your Account if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these terms.

You are solely responsible for the retention and security of your twelve word recovery phrase ("**Recovery Phrase**") and/or private key ("**Private Key**"). Your Recovery Phrase and/or Private Key is the only way to access the cryptocurrency associated with your Account. Anyone that has access to your Recovery Phrase and/or Private Key can access your cryptocurrency. If you lose your Recovery Phrase and/or Private Key, you will not be able to access your cryptocurrency. You acknowledge that Purple Origin Ltd does not store and is not responsible in any way for the security of your Recovery Phrase and/or Private Key and you agree to hold Purple Origin Ltd and/or Xion Global harmless and that Purple Origin Ltd and/or Xion Global shall not be liable in any way in the event you lose your Recovery Phrase and/or Private Key and cannot access your cryptocurrency.

Feedback

We welcome feedback, comments, ideas, and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by contacting us at https://www.xion.global/contact_us/. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and to otherwise exploit the Feedback for any purpose.

Content Ownership, Responsibility and Removal

For purposes of these Terms: (i) **"Content"** means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) **"User Content"** means any content that Account holders (including you) make available through the Services.

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content unless explicitly indicated in the Terms.

Subject to the foregoing, Purple Origin Ltd and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of Singapore and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights in User Content Granted by You

In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, create derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive on the App or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services. Additional information about your privacy and how we use User Content is available in the Privacy Policy.

You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party. You acknowledge that, in certain instances, where you have removed your User Content by specifically deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Rights in Content Granted by Purple Origin Ltd

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, nontransferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services.

Rights in App, Site and Services Granted by Purple Origin Ltd

The App, Site and Services are proprietary to Purple Origin Ltd and its licensors and must not be used other than strictly in accordance with these Terms. Purple Origin Ltd grants to you a limited, non-exclusive, non-transferable, non-sublicensable right to use the App and Site for the purposes of accessing and using the Services in accordance with these Terms.

Fees

We may charge fee(s) for some or part of the Services we make available to you. All applicable transaction fee(s) are set forth in the applicable fee schedule set forth in **Exhibit A**. We reserve the right to change those fee(s) at our discretion with notice. We also reserve the right to vary or waive the amount of and terms for fee(s) that apply to user(s) of the Services at our discretion in accordance with the terms of our agreement(s) with them.

In addition to the fee(s) specified in **Exhibit A**, you may incur charges from third parties for use of linked services. Third party fee(s) are not charged by Purple Origin Ltd and are not paid to Purple Origin Ltd. Please note that we shall not refund any Transaction Fee that arises as a result of you refunding Transactions (as such terms are defined in Exhibit A).

Acceptable Use and Purple Origin Ltd Enforcement Rights

You agree not to use the Services (or allow your customers to use the Services) in any way or in connection with any transaction that would (or potentially would):

- Be considered "Prohibited Uses" or "Prohibited Businesses", as further described and set forth in **Exhibit B**, attached hereto;
- Violate, misappropriate, or infringe the rights of Purple Origin Ltd, our users, third parties, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- Are illegal, defamatory, threatening, intimidating, harassing, , or instigate or encourage conduct that would be illegal, including promoting violent crimes;
- Involve impersonating someone;
- Breach any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;
- Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or Content;
- Disguise your location through IP proxying or other methods;

- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Involve any unfair, deceptive or abusive act or practice;
- Violate any applicable law or regulation; or
- Knowingly encourage or enable any other individual to do any of the foregoing.

Although we have no obligation to monitor any User Content, we have absolute discretion to remove User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

You agree to comply with all applicable Singapore, and other export control and trade sanctions laws ("**Export Laws**"). Without limiting the foregoing, you may not download the App or use the Services if (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN Security Council Resolutions ("**UNSCR**"), HM Treasury's financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime; or (2) you intend to supply any Services to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial sanctions regime.

Termination

We may terminate your access to and use of the Services with immediate effect, at our sole discretion for any reason, at any time and without notice to you. You may cancel your Account at any time by request. Upon any termination, discontinuation or cancellation of Services or your Account, (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the App, Site, Services and Content in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions of these Terms will survive: Feedback, Content Ownership, Responsibility and Removal (save for the subsection *"Rights in Content Granted by Purple Origin Ltd*), Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, and General Terms.

Warranty Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES (INCLUDING ANY PRIVATE KEY STORAGE SERVICE OFFERED AS PART OF THE SERVICES, WHETHER CLOUD OR HARDWARE-BASED) AND CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APP, SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURPLE ORIGIN LTD SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. PURPLE ORIGIN LTD DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

USE OF ANY PRIVATE KEY STORAGE SERVICE INCLUDED AS PART OF THE SERVICES IS OFFERED TO YOU AS A CONVENIENCE, SUBJECT TO THE LIMITATIONS ABOVE. TO BE SAFE, YOU SHOULD ALWAYS BACKUP YOUR PRIVATE ACCESS KEY VIA SECONDARY MEANS.

Indemnity

You will indemnify and hold harmless Purple Origin Ltd and its officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, (iii) Third Party Materials, or (iv) your violation of these Terms.

Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, PURPLE ORIGIN LTD SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR BACKUP PHRASE, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO THE ETHEREUM, XDAI, BINANCE SMART CHAIN, OR ANY ASSOCIATED NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND TO OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ETHER OR ANY OTHER DIGITAL TOKEN OR DIGITAL ASSET ON THE ETHEREUM OR ANY ASSOCIATED NETWORK. PURPLE ORIGIN LTD SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES. EVEN IF AN AUTHORIZED REPRESENTATIVE OF PURPLE ORIGIN LTD HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PURPLE ORIGIN LTD SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE APP, SITE OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL PURPLE ORIGIN LTD TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$USD100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

Dispute Resolution

Governing Law, Forum and Venue

Notwithstanding your agreeing to comply with all applicable Export Laws, these Terms and any action related thereto will be governed by the laws of the Singapore, without regard to its conflict of laws provisions, If you are a user located in the Singapore or any applicable jurisdiction, the terms in the "Special Arbitration Provision for The Singapore" section below apply to you.

If you are not located in the Singapore, you agree that you will resolve any claim you have with us relating to, arising out of, or in any way in connection with our Terms, us, or our Services (each, a "**Dispute**," and together, "**Disputes**") exclusively in the state courts located in the Singapore, or federal court for the Singapore, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes.

Special Arbitration Provision for Singapore

If you are a user located in the Singapore, you and Purple Origin Ltd agree that any Dispute shall be finally settled in binding arbitration, on an individual basis, in accordance with the Singapore Arbitration Association's rules for arbitration of consumer-related disputes and you and Purple Origin Ltd hereby expressly waive trial by jury and right to participate in a class action lawsuit, private attorney general actions, or class-wide arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"). The exclusive jurisdiction of an IP Protection Action shall be the courts of Singapore, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating IP Protection Actions. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or, if applicable, parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be entered as a judgment and enforced in any court of law. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If a court decides that any provision of this Special Arbitration Provision is invalid or unenforceable, that provision shall be severed and the other parts of this Special Arbitration Provision shall still apply. In any case, the remainder of this User Agreement will continue to apply.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between Purple Origin Ltd and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Purple Origin Ltd and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Special Arbitration Provision for Singapore Users" section above or by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given by posting to the Services and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, **"Communications"**) that we provide in connection with your Account and your use of the Services.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Purple Origin Ltd. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

These Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.

Unless otherwise provided in these Terms, a person or entity who is not a party to these Terms shall have no right to enforce any term of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this provision shall affect the rights of any permitted assignee or transferee of these Terms.

Contact Information

If you have any questions about these Terms or the Services, please contact us at <u>contact@xion.global</u>.

EXHIBIT A

FEE SCHEDULE

You shall pay Purple Origin Ltd a one percent (1%) fee ("Transaction Fee"), along with any applicable VAT or similar taxes on all transactions that occur using the Payment Application through which you accept certain blockchain-based digital currency, app coins, protocol tokens, or other digital currency from your customers (such transactions being "Transactions"). The pricing terms set forth herein are confidential and shall not be shared with any third parties.

EXHIBIT B

PROHIBITED USE AND PROHIBITED BUSINESSES

This policy sets forth the limitations concerning your use of the Services.

1. **PROHIBITED USE.** You may not use the Services to engage in the following categories of activity ("**Prohibited Uses**"). The Prohibited Uses extend to any third party that gains access to the Services through your account or otherwise, regardless of whether such third party was authorized or unauthorized by you to use the Services. The specific types of uses listed below are representative, but not exhaustive, of Prohibited Uses. By using the Services, you confirm that you will not use the Services to do any of the following:

- 1. **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Purple Origin Ltd conducts business, including, but not limited to, the Singapore, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
- 2. Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site or App that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site or App, other accounts, computer systems or networks connected to the Site or App, through password mining or any other means; use account information of another party to access or use the Site or App; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Purple Origin Ltd.
- 3. Abuse Other Users: Interfere with another of our user's access to or use of any Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights

of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the Site or App about others, including, without limitation, email addresses, without proper consent.

- 4. **Fraud:** Activity which operates to defraud Purple Origin Ltd, Purple Origin Ltd users, or any other person; provide any false, inaccurate, or misleading information to Purple Origin Ltd.
- 5. Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of our or Purple Origin Ltd intellectual property, name, or logo, including use of our or Purple Origin Ltd, trade or service marks, without express consent from Purple Origin Ltd respectively, or in a manner that otherwise harms Purple Origin Ltd brand; any action that implies an untrue endorsement by or affiliation with Purple Origin Ltd.
- 6. Written Policies: You may not use the Services in a manner that violates, or is otherwise inconsistent with,

any operating instructions promulgated by Purple Origin Ltd.

- 2. PROHIBITED BUSINESSES. The following categories of businesses, business practices, and sale items are barred from the Services ("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive, of Prohibited Businesses. If you are uncertain as to whether or not your use of the Services involves a Prohibited Business, or have questions about how these requirements apply to you or your customers, please contact us at <u>contact@xion.global</u>. By opening an Account, you confirm that you or your customers will not use the Services in connection with any of following businesses, activities, practices, or items:
 - 1. **Restricted Financial Services:** Check cashing, bail bonds, collections agencies.
 - 2. Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
 - 3. **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.

- 4. **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e- cigarettes, and e-liquid; online prescription or pharmaceutical services; age-restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- 5. **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.
- 6. **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- 7. **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- 8. Adult Content and Services: Pornography (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, or adult live chat features.
- 9. **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs.

- 10. **Unfair, Predatory or Deceptive Practices:** Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.
- 11. Weapons Manufacturers/Vendors.
- 12. Crowdfunding.
- 13. **Religious/Spiritual Organizations:** Operation of a for- profit religious or spiritual organization.