



CRYPTO4A TECHNOLOGIES INC.

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Terms of Sale

Effective Date: January 1st, 2024

IMPORTANT: This End-User License Agreement (“**Agreement**”) governs your use of Crypto4A Technologies Inc.’s (“**Crypto4A**”) hardware devices (“**Hardware**”) and the embedded or accompanying software, firmware, and documentation (collectively, the “**Software**”). By installing, accessing, or using the Hardware and Software, you agree to be bound by the terms of this Agreement. If you do not agree, you must not use the Hardware or Software.

1. License Grant

Crypto4A grants you a **non-exclusive, non-transferable, non-sublicensable, limited license** to use the Software solely as embedded in, installed on, or provided with the Hardware, and solely for your internal business or personal operations in accordance with any applicable documentation.

2. Ownership

Crypto4A retains all rights, title, and interest in and to the Software, including all associated intellectual property rights.

Ownership of the Hardware is transferred to you upon purchase, subject to the embedded Software being **licensed**, not sold.

3. Restrictions

You agree not to:

- Modify, adapt, translate, or create derivative works of the Software.
 - Reverse engineer, decompile, disassemble, or attempt to derive source code from the Software.
 - Remove or obscure any proprietary notices or labels on the Hardware or Software.
 - Use the Software separately from the Hardware or on unauthorized devices.
 - Sell, lease, sublicense, distribute, or otherwise transfer the Software to third parties.
 - Export, re-export, or transfer the Hardware or Software to any country or person prohibited by Canadian or other applicable export control laws.
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4. Updates and Upgrades

Crypto4A may provide Software updates, patches, or upgrades at its discretion.

Updates may be subject to additional terms and conditions.

Use of updates is governed by this Agreement unless otherwise specified.

5. Warranty Disclaimer

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CRYPTO4A DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THAT THE SOFTWARE WILL BE SECURE OR ERROR-FREE.

Hardware warranties, if any, are provided separately under Crypto4A's applicable product warranty policy.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CRYPTO4A SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE HARDWARE OR SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CRYPTO4A'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SPECIFIC HARDWARE UNIT GIVING RISE TO THE CLAIM.

7. Export Compliance

You agree to comply fully with all Canadian, U.S., and other applicable export laws and regulations to ensure that neither the Hardware nor the Software is exported or re-exported, directly or indirectly, in violation of such laws.

8. Termination

This Agreement is effective until terminated.

It will automatically terminate without notice if you fail to comply with any provision. Upon termination, you must cease all use of the Software.

9. General

- **Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding conflict of law principles.
 - **Entire Agreement:** This Agreement constitutes the complete and exclusive understanding between you and Crypto4A regarding the Hardware and Software.
 - **No Waiver:** Failure to enforce any provision shall not constitute a waiver.
 - **Severability:** If any provision is held invalid, the remainder shall remain in full force and effect.
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Acceptance

By installing, accessing, or using the Hardware or Software, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement.

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