

sFOX Connect
Authorization Agreement

1. Introduction.

Reference is made to the sFOX Terms of Service (“Terms of Service”) which are agreed to and accepted by you as part of your registration for an sFOX Account and in connection with the use of the sFOX Services and upon signature of this Authorization Agreement, as further described in the above referenced Terms of Service. This is a contract between you (“you”), InvestiFi, Inc (“Third Party”) and sFOX Inc. and its affiliated entities (collectively known as “sFOX”). By signing up to use an account through the Third Party’s website, sFOX Website or any associated websites, or APIs (collectively known as “sFOX Services”), you agree that you have read, understood, and accepted all of the terms and conditions contained in this sFOX Authorization Agreement (“Agreement”), as well as the Terms of Service.

2. Authorization.

Upon the execution of this Agreement, you hereby grant your Third Party Service Provider access to your sFOX Account and you further authorize such Third Party to act on your behalf and to perform any and all the activities you can perform in your sFOX Account. For the avoidance of doubt, the Third Party will have full access and permissions to read data, update data, transfer, transact, direct, manage, and change the investment and reinvestment of the assets (whether digital assets or money) in your sFOX Account, the proceeds thereof, and any additions thereto, and to take other action with respect to such digital assets or cryptocurrencies.

You may terminate this Agreement or revoke any authorization granted pursuant to the terms of this Agreement and the Terms of Service by sending written notification to sFOX, to the contact information provided in the Term of Service. Upon receipt of such notice by sFOX, sFOX shall remove Third Party’s access to your account.

3. Representations.

A. You acknowledge and agree that sFOX is not responsible for any actions taken by the Third Party on your sFOX account, and you assume full responsibility for any losses, damages, or other liabilities that may arise from Third Party’s use of your account. You further acknowledge that sFOX is not responsible for monitoring or supervising Third Party’s use of your account, and that sFOX has no obligation to intervene or take any action to protect your account from any risks or losses that may result from such use. **THE MAXIMUM AGGREGATE LIABILITY OF SFOX AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS SUPPLIERS, AND CONTRACTORS FOR ANY AND ALL CLAIMS WHATSOEVER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WILL BE LIMITED TO THE TOTAL AMOUNT EARNED BY THE RESPECTIVE PARTY DURING THE THREE-MONTH PERIOD PRECEDING THE NOTIFICATION OF THE CLAIM.**

B. You agree to indemnify, defend, and hold, sFOX, its affiliates, directors, officers, employees, agents, and successors harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Third Party's use of your sFOX account.

C. As part of the activities performed by the Third Party in your sFOX Account, the Third Party may be acting as a Lender or Investment Adviser in accordance with the Investment Advisers Act of 1940. Depending on the activities and the legal capacity in which such Third Party is acting, it will have different compliance and information disclosure requirements that the Third Party will timely and accordingly inform to You before the performance of such activities. In case You have any doubt regarding the Third Party's compliance and information responsibilities, You can reach out to the Third Party for further information.

D. sFOX participation will be strictly limited to providing software for your own use and responsible for providing any necessary and incidental services related to the administration of the services as agreed in the Terms of Service between You and sFOX.

E. In the case of a dispute, you release sFOX, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such dispute(s). You agree to indemnify and hold sFOX, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.