

## Terms of Use

Please read these Terms of Use carefully before you start to use the WeiCrowd Token website located at <https://WeiCrowd.com> (collectively, "WEIS Token", "we", or "us") and any services made available through WEIS Token. By using WEIS Token, or by clicking the "Sign In", "Register" or "Join Now" button, or by using the services, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use WeiCrowd.com/WEIS Token. WeiCrowd/WEIS Token provides you with a simple and convenient way to purchase and store digital tokens. These Terms of Use and any terms expressly incorporated herein ("Terms") apply to your access to and use of WEIS Token and applications provided by WEIS Token, and the purchase and account services of WEIS Token as described in these Terms (collectively, our "Services"). Without limitation, our Services do not provide users with the ability to trade digital tokens with any forms of legal tender (e.g. US dollars).

WEIS Token reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the WEIS Token, at any time and at its sole discretion. We will provide notice of these changes by posting the revised Terms to the WEIS Token and changing the "Last Revised" date at the top of the Terms, or by emailing users at their provided email addresses, or by any other means as determined by WEIS Token. The decision of which notification chosen will be left to WEIS Token's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the WEIS Token or at the instant that WEIS Token transmits the information to the users (e.g. via email). These changes will apply at that instant to all then current and subsequent uses of the WEIS Token. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the WEIS Token acts as acceptance of such changes or modifications.

If you do not agree to the Terms in effect when you access or use the WEIS Token, you must stop using the WEIS Token.

### **1. ACCESSING THE WEBSITE**

You must meet certain eligibility criteria to use WEIS Token. By accessing or using WEIS Token, you represent and warrant that: (a) you are at least 18 years of age; (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (e) not identified as a "Specially Designated National"; (f) not

placed on the US Commerce Department's Denied Persons List; and (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms. Finally, you represent and warrant that you will not be using this site for any illegal activity, including but not limited to money laundering and the financing of terrorism.

## **2. REGISTRATION & ACCOUNTS**

In order to access and use the Services, you must create an account on WeiCrowd (an "Account"). You agree to: (a) provide accurate, current and complete information when creating the account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer; (d) promptly notify WeiCrowd if you discover or otherwise suspect any security breaches related to WeiCrowd/WEIS Token; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

## **3. ACCOUNT SECURITY**

We reserve the right to withdraw or amend WEIS Token, and any Service or material we provide on WEIS Token, in our sole discretion without notice. We will not be liable if for any reason all or any part of WEIS Token is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of WEIS Token, to certain Accounts or the whole of WEIS Token, including registered users. You are responsible for:

- Making all arrangements necessary for you to have access to WEIS Token.
- Ensuring that all persons who access WEIS Token through your internet connection are aware of these Terms and comply with them.
- Maintaining and promptly update your Account information.
- Maintaining the security of your Account by protecting your password and restricting access to your Account.
- All activities that occur under your Account and you accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

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 WEIS Token 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. WEIS Token may, in its sole discretion, limit the number of Accounts that you may hold, maintain or acquire.

## **4. ACCEPTABLE USE**

When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Use our Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent;
- Provide false, inaccurate, or misleading information; and
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

In order to access and use the Services and retain any information you wish to relating to the Services, you will need a computer with an internet connection that has a current web browser with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with WEIS Token and have sufficient storage space or a printer to print emails if you wish to retain them.

## **5. DIGITAL TOKEN PURCHASES**

This Section applies to: (a) all digital token purchases completed via the Services, and (b) any transaction in which you load digital currencies ("Funds") at WEIS Token's direction to complete a purchase of digital tokens. We may, at any time and in our sole discretion, refuse any purchase of digital tokens submitted via the Services, impose limits on the purchase amount permitted via the

Services or impose any other conditions or restrictions upon your use of the Services without prior notice. If you have sent an insufficient amount of Funds at WEIS Token's direction to complete a purchase of digital tokens via the Services, we may cancel the entire order or may fulfill a partial order using the amount of Funds currently available. It is your responsibility to determine what, if any, taxes apply to the purchases you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that WEIS Token is not responsible for determining whether taxes apply to your purchases of digital tokens or for collecting, reporting, withholding or remitting any taxes arising from any purchases of digital tokens.

## **6. TRANSFER OF FUNDS**

In order to complete a purchase of a digital token the Services, you must send Funds to the relevant account or wallet identified by WEIS Token using one of the approved external accounts identified via the Services. You may be required to verify that you control the external account that you use to send Funds. You may be charged fees by the external account you use to send Funds. WEIS Token is not responsible for any external account fees or for the management and security of any external account. You are solely responsible for your use of any external account, and you agree to comply with all terms and conditions applicable to any external account. The timing associated with a transfer of Funds for a purchase will depend in part upon the performance of third parties responsible for maintaining the applicable external account, and WEIS Token makes no guarantee regarding the amount of time it may take to load Funds into your Account.

## **7. PURCHASE OF DIGITAL TOKENS**

This Section applies only when you use the Services to purchase digital tokens. WEIS Token does not purchase, sell, or exchange any digital tokens on its own behalf. You acknowledge and agree that: (a) WEIS Token is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by WEIS Token shall be considered or construed as advice. Once the Services execute your purchase, a confirmation will be electronically made available via the Services detailing the particulars of the purchase of digital tokens. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such purchase of digital token.

## **8. ELECTRONIC NOTICES**

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that WEIS Token provides in connection with your Account and/or use of the WEIS Token Services. You agree that WEIS Token

may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through support email [support@WeiCrowd.com](mailto:support@WeiCrowd.com) to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support email [support@WeiCrowd.com](mailto:support@WeiCrowd.com). If you decline or withdraw consent to receive electronic Communications, WEIS Token may suspend or terminate your use of the Services.

It is your responsibility to keep your email address and/or mobile phone number on file with WEIS Token up to date so that WEIS Token can communicate with you electronically. You understand and agree that if WEIS Token sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, WEIS Token will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add WEIS Token email id to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Account or by sending such information to support email : [support@WeiCrowd.com](mailto:support@WeiCrowd.com). If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by WEIS Token are returned, WEIS Token may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

## **9. THIRD-PARTY CONTENT**

In using our Services, you will view content provided by third parties, including articles, reviews, comments, insights, analysis and links to web pages of such parties, including but not limited to blogs, forums, communities and social networks. We do not control or approve any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties that are linked to our Service, is at your own risk.

## 10. DISCLAIMER OF WARRANTIES

OUR SERVICES ARE PROVIDED “AS IS” WITH NO WARRANTY OF ANY KIND. Your use of our Services is at your sole risk. We and our licensors, service providers or subcontractors (if any) make no representations or warranties about the suitability of the information, software, products and services contained in our Services for any purpose or their compliance with any accounting rules, principles or laws, and expressly disclaim any representation or warranty that the Services will be free from errors, viruses or other harmful components, that communications to or from the Services will be secure and not intercepted, that the services and other capabilities offered from the Services will be uninterrupted, or that their content will be accurate, complete or timely.

**WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH IN THESE TERMS. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.**

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**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 THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY 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. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY 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 THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLELAW.**

## **11. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL OUR COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE WEIS TOKEN MATERIALS, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM WEIS TOKEN AND 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, OR ANY OTHER LOSS THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR**

**TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO WEIS TOKEN'S RECORDS, PROGRAMS OR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF WEIS TOKEN (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, WEIS TOKEN OR TO THESE TERMS EXCEED THE FEES EARNED BY WEIS TOKEN DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY DIVIDED BY THE NUMBER OF USERS DURING THAT 12 MONTH PERIOD. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

## **12. NO OFFER**

Neither these Terms nor any other document or information publicly available on WEIS Token without going through your Account and the purchase process, constitute an offer or solicitation to sell securities. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. These Terms do not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities. WEIS Token expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting there from.

## **13. NO ADVICE**

WEIS Token is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance and/or tax matters. Any information provided by WEIS Token is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for you.

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## **14. INDEMNITY**

You agree to defend, indemnify and hold harmless WEIS Token (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

## **15. DISCONTINUATION OF SERVICES**

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

## **16. UNCLAIMED PROPERTY**

If for any reason WEIS Token is holding digital tokens in your Account on your behalf, and WEIS Token is unable to return your digital tokens to your designated external account after a period of inactivity, then WEIS Token may report and remit such digital tokens in accordance with applicable unclaimed property laws.

## **17. FEEDBACK**

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding WEIS Token or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of WEIS Token. We will be entitled to

the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our WEIS Token if, in our opinion, your post does not comply with the content standards set out in this section.

## 18. INTELLECTUAL PROPERTY RIGHT

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on WEIS Token or provided in connection with the Services, including, without limitation, WEIS Token and its entire contents, features, and functionality (including but not limited to all information, software, designs, text, graphics, pictures, information, data, video sound files, other files and the selection and arrangement thereof (collectively, "WEIS Token Materials")) are the proprietary property of WEIS Token or our licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the WEIS Token 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 WEIS Token Materials, 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.
- You may print one copy of a reasonable number of pages of the WEIS Token for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- 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.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

### **You must not:**

- Modify copies of any of the WEIS Token Materials

- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the WEIS Token Materials or any Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the WEIS Token Materials in breach of the Terms, your right to use the WEIS Token will stop 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 WEIS Token or any content on the WEIS Token is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the WEIS Token not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

## **19. TRADEMARKS**

"WEIS Token", the WEIS Token logo and any other WEIS Token product or service names, logos or slogans that may appear on our Services are trademark and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of WEIS Token without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of WEIS Token. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of WEIS Token and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

## **20. MISCELLANEOUS**

Entire Agreement; Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with WEIS Token for the Services or for any other WEIS Token product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with WEIS Token, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

Amendment. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of the WEIS Token and/or by posting the amended Terms via the applicable WEIS Token website and mobile applications and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes, or (ii) continued use of our Services 30 days after WEIS Token provides notice of such changes. Any amended Terms will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

Force Majeure Events. WEIS Token shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond WEIS Token's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond WEIS Token's reasonable control (each, a "Force Majeure Event").

Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from WEIS Token, including by operation of law or in connection with any change of control. WEIS Token may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

**Survival. Sections "Accessing the Website", "Registration and Accounts", "Account Security", "No Offer", "No Advice", "Unclaimed Property", "Feedback", "Intellectual Property Rights", "Trademarks", "Privacy Policy", "Third-Party Content", "Disclaimer of Warranties", "Limitation of Liability"; "Indemnity", "Applicable Law; Arbitration" and this Section "Miscellaneous" shall survive any termination or expiration of these Terms.**