

CINDICATOR TERMS OF USE

Welcome to Cindicator.com and App.Cindicator.com, operated by Vote, Inc., a Delaware corporation, and Cindicator Limited, a Gibraltar limited liability company (collectively, the “Company”, “Cindicator”, “We” or “Us”).

Cindicator is a crowd-sourced predictive analytics engine that uses crowd intelligence in order to predict outcomes for investing and trading decisions.

By accessing and using the Cindicator website (“Website”), mobile application (the “Application”), Telegram bots found at Cindicator.com and/or App.Cindicator.com, <https://t.me/cindicatorbot>, <https://t.me/cryptometerbot> whether accessed through a mobile device, a mobile application, desktop or by any other means, you agree to be bound by these Terms of Use (the “Agreement”), whether or not you create a Cindicator account. If you wish to create use and download the Application and use the Website, you must agree to be bound by this Agreement and the Cindicator Privacy Policy discussed further below.

You should also read the Cindicator Privacy Policy, which is incorporated by reference into this Agreement and available on the Website.

If you do not accept and agree to be bound by the terms of this Agreement, including the Cindicator Privacy Policy, you may not use the Website or the Application.

Please contact us with any questions and/or comments regarding this Agreement.

ACCEPTANCE OF TERMS OF USE AGREEMENT

This Agreement is an contains legally binding terms you must accept prior to accessing the Website and the Application.

By accessing or using the Website, Bots and our Application/Platform, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form either via email or directly to your account on the Website, or both. To withdraw this consent, you must cease using the Website and the Application.

Please print a copy of this Agreement for your records. The Company may modify this Agreement at its sole discretion from time to time by providing adequate notice to you. Such modifications shall be effective upon posting by the Company on the Website.

SCOPE

This Agreement shall apply to any and all persons and/or entities that access the Website, the Application or any other products subsequently launched by the Company and used by you. To clarify, this Agreement does not discriminate between any CND Token holders or forecasters. Any special provisions related solely to any special parties (i.e., CND Token holders) shall be designated as such.

ELIGIBILITY

No part of the Website and the Application is directed to persons under the age of 18. By using the Website and/or the Application, you represent that you are at least 18 years old. Any use of the Website and/or the Application is void where prohibited. By accessing and using the Website and/or the Application, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

Using the Website and/or the Application may be prohibited or restricted in certain countries. You are responsible for complying with the laws and regulations of the territory from which you access or use the Website and/or the Application.

INSTALLING THE APPLICATION

If you would like to use the Application, you will need to download it from the Apple App Store or Google Play Market using your credentials. You represent and warrant that all login information you submit is truthful and accurate and you will maintain the accuracy of such information. You are solely responsible for the confidentiality of your account, as well as for its use and misuse. You will promptly inform us of any need to deactivate your account. We reserve the right to delete your account at any time and for any reason.

ACCESSING AND DOWNLOADING THE APPLICATION FROM ITUNES

The following terms apply to any Apple or Google App. These terms are in addition to all other terms contained in this Agreement:

- You acknowledge and agree that (i) this Agreement is concluded between you and the Company only, and not Apple or Google, and (ii) the Company, not Apple or Google, is solely responsible for the Application and content thereof. Your use of the Application must comply with the App Store and Google Play Terms of Service.
- You acknowledge that Apple or Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- You acknowledge that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, as between the Company and Apple or Google, the Company, not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You acknowledge and agree that Apple or Google, and Apple's or Google's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple or Google will have the right (and will be deemed to have accepted

the right) to enforce this Agreement as related to your license of the Application against you as a third party beneficiary thereof.

- Without limiting any other terms of this Agreement, you must comply with all applicable third party terms of this Agreement when using the Application.

TERMINATION

We may terminate this Agreement and your access to all or any part of the Website and the Application at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Application any time without prior notice or liability.

USE OF PERSONAL DATA AND PRIVACY POLICY

Our policies with respect to the collection and use of personal information and data are governed according to our Privacy Policy (located <https://cindicator.com/Cindicator-privacy-policy.pdf>), which is hereby incorporated by reference in its entirety.

ASSIGNMENT AND TRANSFER

You may not sell, transfer, assign, license, sublicense, or modify the Cindicator IP (as described below) or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Cindicator IP in any way for any public or commercial purpose without the prior written consent of Cindicator. You may neither share your access credentials with another person and/or entity, nor may you share your access or publish indicators, analytics and other parts of Cindicator's products anywhere, whether it be as a CND Token holder or a forecaster, with another person and/or entity. To clarify, the only person and/or entity that may access and use the Website, Application, Telegram bots or any other Cindicator IP subject to this agreement is the person and/or entity to which the access credentials belong.

Nothing in this provision shall be deemed to apply to the transfer or disposition of the CND Token itself.

Any violation of this provision shall be deemed void and provide grounds for immediate termination of access, exclusion, and/or relief by any legal means available to the Company.

CINDICATOR INTELLECTUAL PROPERTY

The Website, Telegram bots and the Application contain materials, such as financial analytics, indicators, data, signals, software, technology, text, graphics, images, photographs, and other material provided by or on behalf of Cindicator (collectively referred to as the "Cindicator IP"). The Cindicator IP may be owned by us or third parties. The Cindicator IP is protected under both United States of America and foreign laws. Unauthorized use of the Cindicator IP may violate copyright, trademark, and other laws. You have no rights in or to the Cindicator IP, and you will not use the Cindicator IP except as permitted pursuant to this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Cindicator IP on any copy you make of the Cindicator IP. The use or posting of the Cindicator IP on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Application and the Website automatically terminates.

The trademarks, service marks, and logos of Cindicator (the “Cindicator Trademarks”) used and displayed on the Application, Telegram bots and the Website registered and unregistered trademarks or service marks of Cindicator. Other company, product, and service names located on the Application and the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with the Cindicator Trademarks, the “Trademarks”). Nothing on the Application or the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Cindicator Trademarks inures to our benefit.

Elements of the Application, Telegram bots and the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Cindicator IP may be retransmitted without our express, written consent for each and every instance.

USER GENERATED CONTENT

You may post and/or create content through the Application (hereinafter, “User Generated Content”). We cannot and do not review it all. That said, we may remove User Generated Content that does not adhere to our User Guidelines, or that is offensive or otherwise unacceptable to us in our sole discretion.

As between us and you, you retain all copyrights and other intellectual property rights in and to the User Generated Content. You warrant and represent that you either own, or have a sufficient license to, all User Generated Content provided through your account. You hereby grant us an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use your User Generated Content for any commercial and/or non-commercial use we deem reasonably necessary, including, but not limited, in order to operate the Website and make the Application available to you and other users.

Remember, once you submit User Generated Content through the Application, it may be accessible by other users, including any personal information included therein. Please carefully consider any User Generated Content that you submit through the Application.

USER GUIDELINES

By accessing and/or using the Application, Telegram bots or the Website, you hereby agree that:

- You will not use the Application, Telegram bots or the Website for any unlawful purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:

- infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, or promotes extreme violence or cruelty to animals, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
 - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not “stalk” or otherwise harass another person;
 - You will not spam or use the Application to engage in any commercial activities;
 - You will not access or use the Application to collect any market research for a competing business;
 - You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - You will not interfere with or attempt to interrupt the proper operation of the Application through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Application through hacking, password or data mining, or any other means;
 - You will not use any robot, spider, scraper, or other automated means to access the Application for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Application for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials; and
 - You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
 - You will notify us about inappropriate content of which you become aware. If you find something that violates our User Guidelines, please let us know.

We reserve the right, in our sole and absolute discretion, to deny you access to the Application, or any portion of the Application, without notice, and to remove any content that does not adhere to these User Guidelines.

PAYOUTS FROM A PRIZE FUND FOR FORECASTERS

Every period of time Cindicator shall divide a cash prize fund (the “Prize Fund”) among those users Cindicator deems the most successful forecasters. Any and all payouts from the Prize Fund shall be at the sole discretion of Cindicator. Cindicator may change at any time, in its own sole

discretion, the standards on which payouts from the Prize Fund are made. THERE IS NO ASSURANCE OR GUARANTEE THAT A USER WILL BE ENTITLED TO ANY PAYOUT FROM THE PRIZE FUND BASED ON PREVIOUS PAYOUTS FOR SIMILAR FORECASTING PERFORMANCE. SUCCESSFUL PAST PERFORMANCE IS NOT A GUARANTEE OF SIMILAR RESULTS WITH RESPECT TO ANY FUTURE FORECASTS, OR OF ANY PAYOUTS FROM THE PRIZE FUND BASED ON SUCH FORECASTS.

If you have any non-public information that could provide you an advantage with respect to any forecast (“Insider Information”), the use of such Insider Information may disqualify you from being entitled to any payout from the Prize Fund.

DISCLAIMERS

THE COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PRESENT ON THE APPLICATION, TELEGRAM BOTS OR THE WEBSITE. ANY USE OF THE MATERIALS OF THE WEBSITE OR THE APPLICATION IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, INCLUDING BUT NOT LIMITED TO LOSS OF DATA.

NO INFORMATION AND/OR DATA ANALYTICS OBTAINED BY VIRTUE OF USE OF THE WEBSITE, TELEGRAM BOTS AND/OR APPLICATION IS INTENDED TO CONSTITUTE INVESTMENT ADVICE. CINDICATOR FORECASTERS MAY OR MAY NOT BE REGISTERED BROKERS, DEALERS OR INVESTMENT ADVISORS. THE INFORMATION PROVIDED ON THE WEBSITE AND/OR TELEGRAM BOTS IS MERELY AN ORGANIZED COLLECTION OF THE THOUGHTS AND PREDICTIONS OF THE FORECASTERS PARTICIPATING ON THE WEBSITE AND SHOULD BE USED ONLY AS AN INFORMATIONAL TOOL IN DETERMINING YOUR OWN INVESTMENT ACTIVITIES.

THE APPLICATION, THE CINDICATOR IP, THE WEBSITE AND ALL CONTENT, FUNCTIONS AND MATERIALS MADE AVAILABLE TO YOU THROUGH THE APPLICATION AND THE WEBSITE, ARE PROVIDED “AS IS,” “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NONE OF CINDICATOR, ITS AFFILIATES, SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “CINDICATOR PARTIES”) WARRANT THAT ANY OF THE FOREGOING WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NONE OF THE CINDICATOR PARTIES SHALL BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF ANY OF THE FOREGOING. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION.

WE ARE NOT A REGISTERED BROKER, INVESTMENT ADVISOR, INVESTMENT FUND OR BROKER DEALER AND WE DO NOT PROVIDE INVESTMENT ADVICE TO INDIVIDUALS. THE PRIZE MONEY THAT YOU WIN THROUGH THE APPLICATION MAY BE SUBJECT TO TAXES AND YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR SEEKING PROFESSIONAL TAX ASSISTANCE AND

PAYING ANY APPLICABLE TAXES ON SUCH AMOUNTS. NONE OF CINDICATOR PARTIES ENDORSE OR RECOMMEND ANY RANKING DATA, UNDERLYING STOCKS, OR ANY USER GENERATED CONTENT MADE AVAILABLE TO YOU THROUGH THE APPLICATION. NONE OF THE CINDICATOR PARTIES IS A PARTY TO, OR HAS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY USER GENERATED CONTENT, OR ANY TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN USERS OF THE APPLICATION OR FOR ANY RESULTS CAUSED BY USING THE APPLICATION, INCLUDING WITHOUT LIMITATION, ANY DEATH, OR BODILY INJURY THAT YOU MAY SUFFER. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE FOREGOING.

THE APPLICATION IS NOT A GAME OF CHANCE, AND USERS CANNOT INCUR ANY MONETARY LOSSES BY USING THE APPLICATION. THE APPLICATION DOES NOT ENGAGE IN REAL TRADES OR INVESTMENTS, AND DOES NOT INVEST ANY REAL MONEY; YOU SHOULD NOT TRY TO REPLICATE THE TRADES OR INVESTMENTS THAT ARE THE SUBJECT OF THE APPLICATION FORECASTS.

CINDICATOR IS NOT AN INVESTMENT FUND THAT EXECUTES TRADES USING MONEY PROVIDED BY THIRD PARTIES. USERS OF THE APPLICATION ARE NOT INVESTORS IN CINDICATOR, AND ENGAGE PURELY IN FORECASTING AND PREDICTION WITHOUT THE NECESSITY OF PROVIDING ACTUAL INVESTMENTS TO CINDICATOR.

UNSOLICITED INFORMATION

By submitting any unsolicited information and materials, including comments, ideas, forecasts, and other similar communications (collectively, "Unsolicited Information") to us through the the Application, you agree to be bound by the following terms and conditions. If you do not agree with these terms and conditions, you should not provide us with any Unsolicited Information. All Unsolicited Information will be considered NON-CONFIDENTIAL and NON-PROPRIETARY. We, or any of our affiliates, may use such communication or material for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, we and our affiliates are free to use any ideas, concepts, know-how, or techniques contained in any communication or material you send to us for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. By submitting any Unsolicited Information, you are granting us a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Unsolicited Information and to use your name and other identifying information in connection with such Unsolicited Information.

MODIFICATIONS TO OR DISCONTINUANCE OF THE WEBSITE

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Website, Telegram bots or the Application (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or the Application. To protect the integrity of the Application and the Website, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Website.

LINKS TO OTHER WEB SITES OR RESOURCES

The Website may contain, and the Website or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that the Company is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources.

Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

LIMITATIONS ON LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00). YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE APPLICATION, THE WEBSITE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

ARBITRATION AND GOVERNING LAW

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Application or the Website shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

By using the Application or the Website in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in New Castle County, State of Delaware. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and the Company, shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

INDEMNITY BY YOU

You agree to indemnify and hold the Company, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.

NOTICES

The Company may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings on the Website. Such notices may not be received if you violate this Agreement by accessing the Website in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Website in an authorized manner.

ENTIRE AGREEMENT; MISCELLANEOUS

This Agreement, with the Privacy Policy, contain the entire agreement between you and the Company regarding the use of the Application and the Website. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account

terminate upon your death or entity's dissolution/cancellation. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

AMENDMENTS

This Agreement is subject to change by the Company without your consent at any time. When we post changes to the Agreement, we will put and revise accordingly the "last updated" date at the top of this Agreement. We recommend that you check our Website from time to time to inform yourself of any changes in this Agreement or any of our other policies.