

These Terms of Use ("Terms of Use" or "Agreement") will function as agreements that set out terms and conditions that will govern your use and participation in an escrow transaction management and services provided on and through Lockness.io (the "Services"). By choosing to use the Service, you must also state that you accept these Terms of Use and your intention and agreement to be bound by them. If you do not want to agree to these Terms of Use, you must stop using the Service further. If you agree to these Terms of Use, you will be bound as follows:

**1) Definitions** - "Account" means (A) the Buyer's account from which payments for Transactions and related costs will be obtained, (B) Seller's account for which Transaction payments and other payments will be credited, or (C) Business Broker accounts where Payment transactions and other payments will be credited and/or related fees will be obtained. "Agreement" refers to this Agreement, the current operating rules contained on the Site and the Escrow Transaction Directive. "Transaction Details Screen" means the screen on the Site where the User provides all requested information relating to the Transaction. "Escrow Instruction" or "General Instruction" means documents on the Site that contain the terms agreed on the Transaction Details screen, as well as other terms and conditions of the escrow transaction including these Terms of Use. "User" means the Buyer, Seller, and Broker who participates in a Transaction. "Site" refers to the website for the Service which can be found on Lockness.io. Capitalised terms not defined here will have the same meaning as those specified in the General Escrow Instruction.

**2) Service Description** - Service is an Internet-based escrow smart contract transaction creation service conducted by Lockness.io, Lockness Limited, a Sydney-based corporation - acts as a (SAAS) Software as a Service provider for the creation of unique blockchain-based escrow smart-contracts. The Service of which is intended to give users the ability to facilitate the creation of their own (user-owned, user-created, user-managed) blockchain-based escrow transactions, based on the provisions of this Agreement, Site and Transaction Escrow Instructions in effect.

**3) Limitation on Services** - Services are only available for goods that are legal and goods that are not excluded by Section 4 below. Limitations to the Service may apply and can be found on the Site or in the General Escrow Instruction or Transaction Escrow Instruction. Only registered users of Lockness.io and or its third-party Business Partners can use the Service on the Lockness.io platform. To register, you must provide all the necessary information requested on the Site. If you are accessing the Lockness service via a third-party service provider, you agree to be bound by these Terms of Use, as well as any legal agreements said service provider have outlined in their Terms of Use. Applicable state or federal laws and regulations may further limit the Service.

**4) Prohibited Transactions** - Users may not use the Site or Service in connection with any Transaction that is illegal or involves any illegal goods, or for any illegal purpose; involving obscene material; involving the sale or trafficking of people, involving ammunition or firearms; involving pirated software, DVDs or videos or digital items that violate the copyrighted work; involves illegal drugs or controlled substances; involves ransom and or ransomware scams; involve transactions that directly or indirectly involve people (individuals or entities) with whom the person prohibited from engaging in accordance with export sanctions and controls managed

by the Ministry of Finance, Trade and the State of your domiciled Country; or involve transactions that directly or indirectly involve people (individuals or entities) with whom the person prohibited from engaging in accordance with the laws and regulations managed by the Ministry of Finance, Trade and the State of your domiciled Country. Additionally, Lockness.io, in its sole discretion, may refuse to complete any Transactions which Lockness.io considers to be invalid or carried out by anyone other than you, may violate any law or regulation, or if Lockness.io has a reason which makes sense not to respect him. Each User agrees to indemnify and hold Lockness.io free from losses resulting from any use or attempt to use the Services in violation of this Agreement.

**5) Payment Refusal** - Due to the use and nature of cryptographic currencies, making electronic fund transfers may be limited by your agreement with your financial institution and or by applicable law. Lockness Limited is not responsible to any User if the Lockness.io smart contract does not complete a transaction as a result of these restrictions, or if a financial / exchange institution fails to honour any credit or debit to or from the Account. Lockness.io is not responsible to a User in the event an Lockness.io smart contract rejects a payment due to user error and or incompetence. Lockness.io may post operating rules related to payments on the Site and change these rules from time to time without notice.

**6) General Terms of Use** - If you arrive at the Site through an entity that is connected and or integrated with Lockness.io or vice versa by or through a third party (eg Internet-based auctions, exchanges, or intermediaries that conduct electronic markets and mediate transactions between business), then you authorize these third parties to transfer relevant data to Lockness.io to facilitate the Transaction. You represent and guarantee that all information you provide to Lockness.io or third parties will be true, accurate and complete. The party who signs this Agreement on behalf of any User represents and guarantees that he is authorized to do so and binds that User and is an individual who is at least eighteen (18) years old. To start and start a Transaction, all Users for a Transaction must register on the Site or the Third Parties Site, agree to all conditions in the General Escrow Directive and agree to the Transaction Escrow Directive as well as these Terms of Use.

**7) Buyer Obligations** - On the Transaction Details Screen, the Buyer must designate a payment mechanism (eg Bitcoin, Ether, Litecoin, etc.) and the Cryptographic Wallet Address where the purchase price and related costs (except those costs which must be paid by the Seller) will be obtained for deposit to escrow. Depending on the number of Transactions and the currency chosen for the Transaction, the Buyer must send the required funds through a blockchain-based transaction to the unique wallet address listed in the transaction panel. The Buyer authorizes Lockness.io and official Lockness.io agents to initiate credit or debit transactions, as applicable, to obtain the purchase price and fees to be paid for a Transaction and to initiate any debit or entry or credit reversal, depending on the situation, it may be necessary to correct errors in payments or transfers and to release Buyer's obligations under Section 19 of this Agreement. Funds received from the Buyer will be deposited into an escrow-based smart contract wallet,

created specifically for your transaction, and registered on the appropriate blockchain ("Escrow Account"). Escrow deposits do not generate interest for the Buyer or Seller.

The buyer must notify the Seller about the receipt or non-receipt of the item on the date the item was received, or the Buyer Inspection Period begins. The Buyer must notify Seller about the Buyer's acceptance or rejection of goods before the Maximum escrow duration ends. After receiving notification from the Buyer, that the item has been received, and accepted (electronically signed), the Lockness.io smart contract will transfer the payment amount (less, commission fees) to the Seller Account. Fund transfers to the Seller will generally begin within a few minutes from the signed acceptance. If the Buyer has not notified Lockness.io about not receiving or rejecting the item during the Buyer Inspection Period, the Buyer authorizes the Lockness.io smart contract to send escrowed funds (not including Lockness.io fees) to the Seller. The buyer must follow the procedures set out on the Site if the item is rejected.

**8) Seller Obligations** - On the Transaction Details Screen, each Transaction Seller must designate the Cryptographic Wallet Address where the Transaction payment will be made. Each Seller authorizes Lockness.io and its authorized agents to make credit entries to the Seller Account through a smart contract to pay the purchase price, or the applicable balance, and to debit the Seller Account to release Seller obligations. In the scenario where the seller fails to produce the service or goods agreed upon by both parties, The intervention of customer resolution support reserves all rights to refund these funds to the rightful owner.

**9) Business Broker Obligations** - On the Transaction Details Screen, each Broker of a Transaction must designate a Wallet Address where the Broker Fee payment will be made. Each Broker authorizes Lockness.io and its official agents to initiate credit entries to the Broker's Account to pay Broker commissions and to debit the Broker's account to release the Broker's obligations. Each Broker in the Transaction must provide a Buyer email, Seller email, and Transaction details including purchase price, description of the merchandise, inspection period and which party is responsible for Broker and Escrow fees.

Business Clients who are also Brokers for (Third Party Managed Accounts) are solely responsible for any KYC (Know Your Customer) or AML (Anti Money Laundering) requirements necessary by law for the jurisdiction which transactions are taking place. Lockness will not be responsible for third party client identification in any way.

Business Clients who are also Brokers for (Third Party Managed Accounts) are solely responsible for the mediation and or dispute management for said Accounts, who access and use the Lockness.io system either directly or indirectly via a third-party system. Lockness will not be responsible for Third Party Managed Accounts who are unable to settle disputes via their Business Broker.

**10) Lockness.io Obligations** - Lockness.io is obliged to perform only tasks that are clearly described in this Agreement and the General Escrow Directive. Lockness.io will not be responsible for errors in judgment, for any actions taken or not taken, or for factual or legal errors, except for intentional negligence or intentional errors (subject to limitations in Section 17

below). Lockness.io can rely on notifications, requests, chat messages, letters, certificates, agreements, or any other documents intended to be sent or signed by or on behalf of the User indicated as the sender or signer and has no obligation to conduct any further investigation beyond the support agent's reasonable judgement. In the event that Lockness.io is unsure about the duties or rights of Lockness.io under this Agreement, accept instructions, requests or notices from Users or financial institutions which, in the opinion of Lockness.io, contradict one of the provisions of this Agreement, or any disputes that arising in connection with this Agreement or Funds held within a transaction based smart contract, Lockness.io may (i) consult with our chosen legal counsel (including our own lawyers) and any action taken or not taken based on the advisor's advice must be deemed approved by you, or (ii) does not take any action other than depositing funds in escrow for delivery in accordance with the written agreement of the User, the final decision or award of the arbitrator based on arbitration begins and is carried out in accordance with the General Escrow Instruction or final award which cannot be appealed by the competent court, or (iii) carrying out our duties based on this agreement is for depositing/distributing all funds by means of cryptographic based digital transaction using a blockchain based smart contract with a competent jurisdiction court in accordance with the procedure described in the General Escrow Instruction.

**11) Canceling a Transaction** - Transactions on the Lockness.io platform have three different states (Pending Escrows, Active Escrows and Cancelled Escrows). Cancellation of a Transaction differs depending on which state the transaction is in. Escrow Transactions that are in the "Pending Escrows" state can be deleted/cancelled by the party that started the escrow transaction, once deleted both parties to the transaction will no longer see or have access to the transaction. Escrow Transactions that are in the "Active Escrows and Cncelled Escrows" state, cannot be deleted. This is due to the smart contract being published to a public blockchain. Once published, Lockness.io can no longer delete publically registered smart-contract escrows, due to the nature of blockchain technology. If a transaction is in the "Active Escrows" state but has not received funds, either party to the transaction can choose to hide the escrow transaction within their Lockness.io dashboard, but cannot officially cancel and or delete it. If a transaction is in the "Active Escrows" state and has received funds, either party to the transaction can request "Mediation", starting the process of fund disbursement. Once mediation is complete, either party to the transaction can choose to hide the escrow transaction within their Lockness.io dashboard, but cannot officially cancel and or delete it. "Closed Escrows" are fully completed escrow transactions, and cannot be cancelled, deleted or hidden in any way. Lockness.io may choose to limit access to a transaction if; Lockness.io or an agent of Lockness.io suspects illegal activity within a transaction.

**12) Questions and Services** - You can ask about payments made through the Service with eMailing Customer Support at [help@Lockness.io](mailto:help@Lockness.io). If you believe that an error has occurred or that your Account or Service has been misused, you agree to email as soon as possible, but no later than forty-eight hours after you learn of the error. When you contact Lockness.io, please be prepared to provide your Lockness.io reference number and email address that you have registered on the Lockness.io site.

In the situation where mutual mediation between both parties (Buyer and seller) cannot be established. Lockness customer support may intervene by request of either party. In this situation; Lockness support agents reserve the right to refund the buyer or allow funds to pass through to the seller through the reasonable judgement made by the Customer support agent as a result of light investigation in the matter.

**13) Statements & Verification** - You agree that all disclosures and communications regarding this Agreement and the Service will be made via email or on the Site unless the parties make other arrangements as specified in the General Escrow Instruction.

**14) Digital Identification** - You understand and agree that Lockness.io will create, publish and verify digital identification ("Digital ID") for each User. This Digital ID is attached to every electronic document and email notification received. You agree that your Digital ID is a valid "Electronic Signature."

**15) Fees** - Unless otherwise agreed by each User in the Transaction, the Seller agrees to pay the appropriate fees for the Services disclosed on the Site when the Escrow Transaction Instruction is agreed to by all such Users, as well as other fees. , including, without limitation, third party service fees (for example, shipping, valuation, inspection, etc.). After payment, Lockness.io fees are non-refundable. Lockness.io fees may change from time to time at the absolute discretion of Lockness.io. Lockness.io is not responsible for payments for sales, use, personal property or other government taxes or levies that are imposed on any goods purchased or sold through the Service or arising from Transactions.

**16) Security** - Lockness.io uses a secure socket layer ("SSL"), a security protocol that provides data encryption, server authentication, and message integrity for connections to the Internet to ensure that the data you provide Lockness.io is not sent over the Internet un-encrypted. and can't be seen by unauthorized people. Lockness.io also implements a security system that requires a user ID and password to access your transactions on the Site. You agree not to give your password to other people or entities and protect it from being used or discovered by others.

**17) Disclaimers** - You expressly agree that your use of the Services is at your sole risk. The Services are provided on a strictly "as is" and "as available" basis. Lockness.io MAKES NO WARRANTY WITH REGARD TO THE UNDERLYING TRANSACTION, ANY ITEMS OBTAINED BY YOU THROUGH THE USE OF THE SITE OR THE SERVICES, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE.

Lockness.io expressly disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Lockness.io shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by any Seller of items. No advice or information, whether oral or written, obtained by you from Lockness.io or through the Services shall create any warranty not expressly made herein.

You acknowledge and agree that Lockness.io does not endorse the website of any third party, or assume responsibility or liability for the accuracy of any material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby. In no event will Lockness.io be liable for any act or omission of any third party, including, but not limited to, your financial institution, any payment system, any third party service provider, any provider of telecommunications services, Internet access or computer equipment or software, any mail or delivery service or any payment or clearing house system or for any circumstances beyond Lockness.io's control (including but not limited to, fire, flood or other natural disaster, war, riot, strike, terrorism, act of civil or military authority, equipment failure, computer virus, infiltration or hacking by a third party, or failure or interruption of electrical, telecommunications or other utility services).

**18) Limitation of Liability** - TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER Lockness.io OR ITS AFFILIATES WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RELATED TO THE USE OF THE SITE OR THE SERVICES OR YOUR INABILITY TO USE THE SITE OR THE SERVICES.

**19) Non-Transferable Services** - You may not transfer this Agreement or Escrow Instructions to any other person or entity. Your right to use the Service will not be sold or transferred to any other person or entity without the prior written consent of Lockness.io. Lockness.io may set this Agreement with notice to you. Any assignment or transfer that violates this provision will be null and void.

**20) Modifications** - Lockness.io has the right to change this Agreement, or any part thereof, at any time, without prior notice, provided that no changes will apply to the Transaction once the User for the Transaction has agreed to the Transaction. Escrow instructions. You understand that the latest version of this Agreement will be found on the Site.

**21) Notifications** - Notifications from Lockness.io to you will be provided via eMail, or by public posting on the Site. You can contact Lockness.io by filling out the customer support form or other email address such as the Lockness.io post as the address for notification on the Site in the latest version of the Terms of Use.

**22) Indemnification** - You agree to indemnify and hold Lockness.io, the Lockness.io affiliates and each officer, director, shareholder, employee and designated party, harmless from any claims, requests, expenses or damages, including reasonable attorneys' fees and court fees, arising out of or related to your use of the Service or any violation of this Agreement, rules contained in the Site or Escrow Transaction Instruction, including, but not limited to, payment of Lockness.io fees and any fees collected from the organization or reversal or not paying credit or debit entries.

**23) Other** - In the event of a dispute, claim, question, or disagreement arising out of or relating to, this Agreement or the underlying Transaction, or violation of any of them, you agree to settle the dispute in the manner specified in the General Escrow Directive . This agreement will be governed by the laws of Sydney, NSW. Each dispute must be resolved in accordance with Dispute

Resolution and applicable Law / Place provisions from the General Escrow Directive. This agreement in connection with the General Escrow Instructions and the rules contained on this Site constitutes the entire agreement between Lockness.io and you relating to the subject matter of this Agreement and supersedes all prior or contemporary understandings, agreements, communications and / or advertising relating to this matter. the. subject matter. If there is a conflict between the terms and conditions of this Agreement, the rules contained on the Site, and / or the General Escrow Instruction, the conflicting provisions stipulated in the General Escrow Instruction will control first, these Terms of Use will control both and the rules contained on the Site will control all three. General Escrow instructions are included here by this reference. The failure of Lockness.io to exercise or enforce the rights or conditions of this Agreement will not constitute a waiver of those rights or conditions unless acknowledged and agreed by Lockness.io in writing. If there are other provisions or provisions of this Agreement that are invalid, illegal or unable to be enforced by law or public policy, all other terms and conditions of this Agreement will remain in full force and effect as long as the economic or legal substance of the transaction referred to herein is not is affected in any way that materially harms any party in this agreement.

Lockness.io may establish this Agreement for current or future affiliated companies and for interested successors. Lockness.io may also delegate certain Lockness.io rights and responsibilities under this Agreement to independent contractors or other third parties.

If you are a registered Site User, every time you request the Service will constitute your agreement to these Terms of Use, as amended from time to time at Lockness.io's sole discretion, and evidence that you have read, understood and accepted the applicable Terms of Use at that time.

Revised October 10th, 2021.