

Humble Farmer Army
TERMS OF USE

TMaeda Research LLC

Last Updated: December 2022

THESE TERMS OF USE (“TERMS OF USE”) SHALL CONSTITUTE THE ENTIRE AGREEMENT BY AND BETWEEN TMaeda Research LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND/OR ITS SUBSIDIARIES, AFFILIATES, AND ASSIGNS (COLLECTIVELY, “TMaeda Research LLC”), AND ANY PERSON, ENTITY, AND/OR USER (EACH, A “USER”) INDIRECTLY OR DIRECTLY ACCESSING www.farmertaiki.com, ITS CONTENTS, ANY PLATFORM, AND ANY RELATED WEBSITE(S) AND/OR APPLICATION(S), MOBILE OR OTHERWISE (COLLECTIVELY, THE “SITE”). THESE TERMS OF USE TAKE ABSOLUTE PRECEDENCE AND PREVALENCE OVER ANY TERMS AND/OR CONDITIONS OF THE USER. ACCESSING THE SITE SHALL CONSTITUTE ACKNOWLEDGEMENT AND ASSENT BY THE USER TO THESE TERMS OF USE. THE USER ACKNOWLEDGES AND AGREES THAT THE USER HAS READ AND UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS OF USE. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN ANY UNDERSTANDINGS OR REPRESENTATIONS, ORAL OR WRITTEN, AND/OR ANY PRIOR OR CONTEMPORANEOUS AGREEMENTS, INCLUDING, WITHOUT LIMITATION, ANY INVOICE, APPLICATION, ORDER, AGREEMENT, AND/OR ANY DOCUMENT(S) ANCILLARY TO THE FOREGOING, AND THESE TERMS OF USE, THESE TERMS OF USE SHALL CONTROL. TMaeda Research LLC AND THE USER EXPRESSLY AGREE THAT TMaeda Research LLC MAY MODIFY THESE TERMS OF USE FROM TIME TO TIME, AND SUCH MODIFICATIONS SHALL BE BINDING UPON THE USER AS OF THE DATE SUCH MODIFICATIONS ARE POSTED ON THE SITE. THESE TERMS OF USE EXCLUSIVELY GOVERN THE ACCESS AND/OR USE OF THE SITE BY USER AND REPRESENTS THE ENTIRE AGREEMENT BETWEEN USER AND TMaeda Research LLC WITH RESPECT THERETO. TMaeda Research LLC EXPRESSLY OBJECTS TO AND REJECTS OTHER TERMS OR CONDITIONS THAT MAY BE PROPOSED BY USER IN ANY FORM THAT ARE IN ADDITION TO OR OTHERWISE NOT CONSISTENT WITH THESE TERMS OF USE.

User Acknowledgements. By accessing the Site, the User acknowledges and agrees to the following:

Any and all transactions are final.

Payments are nonrefundable and there are no refunds or credits.

User is fully liable for all charges related to the Site.

User acknowledges that TMaeda Research LLC expressly disclaims the profitability of the Site.

The Site is intended solely for Users who are 18 or older and who satisfy the criteria described herein.

The Site is operated from the United States of America, and if the User is not located in the United States of America, then by accessing the Site, the User agrees to utilize an interface which is not located in and may not be subject to the regulatory jurisdiction of the country in which the User resides.

TMaeda Research LLC does not guarantee uninterrupted, secure access to any part of the Site, and the operation thereof may be disturbed by numerous factors beyond TMaeda Research LLC's control.

User Restrictions. User acknowledges and agrees that use of the Site shall be for personal, non-commercial purposes. User further agrees in connection with User's use of the Site that User shall not:

Provide false, inaccurate, or misleading information;

Use, or attempt to use, the Site to harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person or group;

Partake in any transaction involving the proceeds of illegal activity;

Violate or assist in the violation of any applicable law, statute, ordinance, or regulation;

Intentionally try to defraud TMaeda Research LLC or its Users;

Take any action that interferes with, intercepts, or expropriates any system, data, or information;

Transmit or upload any malicious software or program;

Attempt to gain unauthorized access to other accounts, the Site or any related networks;

Disrupt the Site in any manner; or

Use the Site if User is located in, or a citizen or resident of any state, country, territory or other jurisdiction that is embargoed by the United States of America, the European Union, or where use of the Site would be illegal or otherwise violate any applicable law.

User Representations and Warranties. The User represents and warrants that such User:

is of legal age to form a binding contract (at least 18 years old);

has not previously been suspended or removed from using the Site;

is not identified as an individual who is restricted or barred from conducting banking or financial transactions, in any jurisdiction or under any applicable laws;

is not a citizen or resident of any jurisdiction where use of the Site would be illegal or otherwise violate any applicable law and that User will not use the Site while located in any such jurisdiction;

is not placed on any list of suspicious persons banned from traveling or conducting business or financial transactions in any jurisdiction;

has full power and authority to agree to these Terms of Use;

has the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any assets (defined herein below) that User decides to acquire; and

has the knowledge, experience, understanding, professional advice and information to make User's own evaluation of the merits and risks of any assets.

The Site. The Site is the exclusive property of TMaeda Research LLC. The Site is protected, without limitation, pursuant to U.S. and foreign intellectual property laws, including, without limitation, copyright and trademark laws. TMaeda Research LLC hereby grants the User a limited, non-exclusive, royalty free, non-sublicensable right to access and make use of the Site. The foregoing right is hereby granted to the User only to the extent such User's indirect or direct use of the Site does not violate these Terms of Use. Upon such violation, the foregoing right of access and use shall terminate immediately and without the need for any action on the part of TMaeda Research LLC. The User shall not modify copy, reverse engineer, decompile, create derivative works, distribute, republish, commercially exploit, or upload any of the Site and/or the material on the Site without prior, written consent from TMaeda Research LLC. No intellectual property or other rights in and to this Site — other than the limited right to use set forth above — are transferred to the User. TMaeda Research LLC expressly reserves the right, at any time, to change or discontinue any content or feature of the Site made available through the Site without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all Users. The User expressly agrees that TMaeda Research LLC shall not be liable for any such modification, suspension or discontinuance of the Site, content, or feature offered through the Site.

Fees, Paid Memberships, and Subscriptions. TMaeda Research LLC and its third-party providers ("Third-Party Providers") may charge fees ("Fees") for products and/or services available on or through the Site, and/or for access to any portion(s) of the Site or the Site as a whole. Users agree to pay all such Fees at the rates in effect for the billing period in which such fees and charges are incurred. Unless otherwise specified on the Site, all Fees will be quoted and charged in U.S. dollars. TMaeda Research LLC and Third-Party Providers reserve the right to change the amount of, or basis for

determining any Fees, and to institute new Fees. If a User submits a credit, debit, or payment account number, wallet information, or other payment information upon registration, at the time of purchase, or otherwise, User authorizes and gives TMaeda Research LLC and Third-Party Providers permission and directs TMaeda Research LLC and Third-Party Providers to retain such information and to charge all Fees to such payment method. TMaeda Research LLC may charge Fees in advance and on a daily, monthly, yearly, lump sum, or other basis. Fees for certain products and/or services may be invoiced on a Third-Party Provider's bill. TMaeda Research LLC may, in its sole discretion, charge Fees to User's designated payment method individually, or elect to aggregate Fees for some or all of User's purchases. All Fees are due promptly and, unless otherwise indicated, are non-refundable. User shall notify TMaeda Research LLC about any billing problems or discrepancy within thirty (30) days after they first appear on User's billing, credit, or bank statement, to the extent applicable; otherwise, User waives any right to challenge or dispute such problem or discrepancy. If Fees cannot be charged to the payment method User designates, or payment is rejected for any reason, including charge back, TMaeda Research LLC reserves the right, in addition to any other available remedies, to: (i) demand immediate payment of all outstanding Fees due from User; (ii) assess an additional 1.5% late charge, or the highest amount allowed by law, whichever is lower; (iii) take any and all lawful steps necessary to collect Fees owed hereunder, and User will be responsible for all costs and expenses incurred in connection with such collection activity, including collection fees, court costs, and attorneys' fees; (iv) charge such Fees to any other payment method User has on file with TMaeda Research LLC and/or Third Party Providers; and (v) terminate, discontinue, suspend, and/or restrict User's account/profile, ability to access, visit and/or use the Site or any portion thereof. In addition, Users are responsible for obtaining and maintaining at User's own expense all equipment, hardware, software, and telephone, cable, mobile, wireless, Internet and other services necessary to access, visit and/or use the Site. If User is accessing the Site via a mobile Device, User's mobile carrier may charge User fees for data, text messaging, and other mobile access or communications services. TMaeda Research LLC may, from time to time, offer Users to the option to purchase a lifetime membership/subscription to individuals Users. Any such lifetime membership/subscription shall continue until the earlier of: (i) the death of the applicable User, (ii) the cancellation of the Site, (iii) the dissolution or sale of TMaeda Research LLC (or substantially all of its assets), or (iii) the breach of these Terms of Use by the applicable User. Memberships are not transferrable or assignable. Any attempt to do so shall be deemed a breach of these Terms of Use.

Taxes; Fees. It is each User's sole responsibility to determine what, if any, taxes apply to the payments a User makes, and to remit the correct tax to the appropriate tax authority. Each User hereby acknowledges the foregoing and agrees to pay all the applicable fees and any other amounts incurred by such User in the amounts that are in effect when such fees are incurred.

DISCLAIMERS; LIMITATION OF LIABILITY.

USER ACKNOWLEDGES AND IS AWARE THAT THE RISK OF LOSS IN TRADING OR HOLDING CRYPTOCURRENCIES, TOKENS OR ANY CRYPTO ASSETS CAN BE SUBSTANTIAL. THE SITE IS NOT CURRENTLY REGULATED BY ANY SECURITIES REGULATOR OR FINANCIAL CONDUCT AUTHORITY OR ANY OTHER GOVERNMENTAL AGENCY. TMaeda Research LLC IS NOT AND SHALL NOT ACT AS ANY USER'S FINANCIAL ADVISOR WITH RESPECT TO ANY PURCHASE OF CRYPTOCURRENCY. TMaeda Research LLC EXPRESSLY DISCLAIMS ANY FIDUCIARY DUTY TO ANY USER. EACH USER IS HEREBY ADVISED AND ACKNOWLEDGES THAT SUCH USER SHOULD CAREFULLY CONSIDER WHETHER TRADING OR HOLDING VIRTUAL CURRENCIES OR ASSETS ARE SUITABLE FOR SUCH USER IN LIGHT OF SUCH USER'S FINANCIAL CIRCUMSTANCES.

TMaeda Research LLC CANNOT AND DOES NOT REPRESENT OR GUARANTEE THAT ANY OF THE INFORMATION AVAILABLE THROUGH THE SITE IS ACCURATE, RELIABLE, CURRENT, COMPLETE, VALID, STABLE OR APPROPRIATE FOR ANY USER'S NEEDS. TMaeda Research LLC DOES NOT GUARANTEE TIMELINESS OF THE TECHNOLOGY OR INFORMATION INVOLVED IN THE SITE. TMaeda Research LLC DISCLAIMS ANY LIABILITY FOR ANY LOSS OR DAMAGE SHOULD A USER USE OR VIEW INFORMATION AVAILABLE THROUGH THE SITE.

TMaeda Research LLC IS NOT LIABLE AND EXPRESSLY DISCLAIMS ANY LIABILITY TO A USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR GOODWILL), EVEN IF A PARTY HAS BEEN PROVIDED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, TMaeda Research LLC WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION OR DAMAGES ARISING IN CONNECTION WITH: (I) TMaeda Research LLC' DISCONTINUATION OF ANY OR ALL PARTS OF THE SITE, OR (II) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SITE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (III) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS MADE AS A RESULT OF OR IN CONNECTION WITH A USER OR A USER'S USE OF OR ACCESS TO THE SITE; OR (IV) ANY UNAUTHORIZED ACCESS

TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA.

EACH USER ACCEPTS RESPONSIBILITY AND ASSUMES ALL LIABILITY FOR ALL ACTIVITIES AND CONTENTS GENERATED BY ACCESS TO THE SITE. ANY COMMUNICATION BY TMaeda Research LLC TO A USER SHALL NOT BE CONSTRUED UNDER ANY CIRCUMSTANCES AS LEGAL, TAX, ACCOUNTING OR FINANCIAL ADVICE. ANY USE OF OR ACCESS TO THE SITE SHALL NOT BE CONSTRUED AS THE FACILITATION OF ANY SALE OR EXCHANGE OF SECURITIES AS AN EXCHANGE.

TMaeda Research LLC IS NOT AND SHALL NOT BE CONSIDERED AS A REGULATED AND/OR REGISTERED INVESTMENT ADVISOR AND/OR FINANCIAL ADVISOR AND IS NOT SUBJECT TO THE REQUIREMENTS AS NATIONAL SECURITIES EXCHANGES.

TMaeda Research LLC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SITE OR ITS CONTENTS, WHICH ARE PROVIDED ON AN "AS-IS, WHERE-IS BASIS." TMaeda Research LLC DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SITE AND ANY WEBSITE WITH WHICH IT IS LINKED. TMaeda Research LLC FURTHER DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES THAT THE SITE WILL MEET A USER'S REQUIREMENTS; THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; AND/OR ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED. TMaeda Research LLC IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS, PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF COMMUNICATION ON ACCOUNT OF TECHNICAL PROBLEMS, OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USERS OR TO ANY OTHER PERSON'S PROPERTY RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB OR IN CONNECTION WITH THE SITE. TMaeda Research LLC ALSO EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES AS TO WHETHER ANY INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, OR CURRENT. IT IS THE USER'S RESPONSIBILITY TO EVALUATE THE ACCURACY AND COMPLETENESS OF ALL INFORMATION, OPINIONS, AND OTHER MATERIAL AVAILABLE VIA THE SITE.

TO THE FULLEST EXTENT PERMITTED BY ALL APPLICABLE LAWS, TMaeda Research LLC AND ITS AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES,

AND CONTRACTORS SHALL IN NO EVENT BE LIABLE FOR ANY CLAIMS, CHARGES, DEMANDS, DAMAGES, LIABILITIES, LOSSES, AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL, DIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A COMPUTER OR ELECTRONIC VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF TMaeda Research LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR ANY WEBSITE WITH WHICH IT IS LINKED. THE USER EXPRESSLY ASSUMES TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS-CHECKING AS THE USER DEEMS NECESSARY.

EACH USER ACKNOWLEDGES THAT IN EXCHANGING ANY ASSETS ON ANY PLATFORM, SUCH USER IS NOT RELYING IN ANY MANNER ON TMaeda Research LLC OR ITS AFFILIATES IN MAKING SUCH EXCHANGE, AND THE FACT THAT ANY PARTICULAR ASSET IS REFERENCED OR DISCOVERABLE THROUGH THE SITE IN NO WAY CONSTITUTES ANY ENDORSEMENT OR INDICATION THAT THE ASSET HAS UNDERGONE ANY FORM OF DUE DILIGENCE REVIEW OR QUALIFICATION, AND IN NO WAY INDICATES ANY PARTY'S OPINION THAT THE ASSET IS SAFE, SUITABLE, TRUE TO ANY THIRD PARTY REPRESENTATIONS MADE, VERIFIED OR VERIFIABLE, OR OF ANY VALUE OR QUALITY OR LEGALITY. EACH USER ACKNOWLEDGES AND AGREES THAT SUCH USER SHOULD NOT ACQUIRE OR TRADE ANY ASSETS UNLESS SUCH USER HAS SUFFICIENT FINANCIAL RESOURCES AND CAN AFFORD TO LOSE ALL VALUE OF THE ASSETS.

Site Postings. To the extent that portions of the Site (such as "reviews," "chat rooms," or "bulletin boards") provide Users an opportunity to post and exchange information, ideas, and opinions ("Postings"), USER ACKNOWLEDGES AND IS AWARE THAT TMaeda Research LLC HAS NO OBLIGATION TO SCREEN, EDIT, OR REVIEW POSTINGS, and Postings do not necessarily reflect TMaeda Research LLC's views. To the fullest extent permitted by applicable laws, TMaeda Research LLC shall in no event have any responsibility or liability for the Postings or for any claims, damages, or losses resulting from their use and/or appearance on the Site. TMaeda Research LLC reserves the right to monitor all Postings and to remove any which TMaeda Research LLC considers, in its sole discretion, to be offensive or otherwise not compliant with these Terms of Use. The User hereby represents and warrants, upon adding a Posting to the Site, that he/she/it has all necessary rights in and to all such Postings provided by such User and all material they contain; that such User's Postings shall not infringe any

proprietary or other rights of third parties; that such User's Postings shall not contain any viruses or other contaminating or destructive devices or features; that such User's Postings shall not contain any defamatory, indecent, offensive, tortious, or otherwise unlawful material or content; and that such User's Postings shall not be used to carry out or solicit any unlawful activity and/or be used to make commercial solicitations. The User hereby authorizes TMaeda Research LLC and grants TMaeda Research LLC an unlimited, worldwide, perpetual, non-exclusive, assignable, sublicensable, and royalty-free license to use and/or authorize others to use all or part of such User's Postings in any manner, format, or medium that TMaeda Research LLC or such other parties see fit. The User shall have no claim or other recourse against TMaeda Research LLC for infringement of any proprietary right in any of the User's Postings and expressly waives any and all rights related thereto.

User Identity. A User may not create or use an account on the Site for anyone other than such User. A User shall not let others use a User's account and the User may not share such User's login information with others. A User shall keep such User's contact and profile information accurate and current. A User may never use another User's account without their written permission. A User is solely responsible for the activity that occurs on such User's account. A User shall notify TMaeda Research LLC immediately in writing of any breach of security or unauthorized use of a User's account. TMaeda Research LLC shall not be liable for any losses or damages caused by any unauthorized use of a User's account. By providing TMaeda Research LLC with an email address the User consents to TMaeda Research LLC using the email address to send the User Site-related notices, including any notices required by law, in lieu of communication by postal mail. If a User does not want to receive promotional email messages, such User may opt out by unsubscribing from such email communications from TMaeda Research LLC. The User hereby warrants that: all information that such User provides to TMaeda Research LLC is true and accurate; the User will not use the Site in violation of any international, Federal, State or local law, rule, ordinance or governmental regulation; and, User will only access the Site on computers and mobile devices for which the User is the authorized owner or has authority to access.

Digital Millennium Copyright Act Compliance. If a User has any copyright concerns about any materials posted on the Site by others, please let TMaeda Research LLC know. TMaeda Research LLC complies with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. § 512). Please provide TMaeda Research LLC with written notice ("Notice") by contacting TMaeda Research LLC's Designated Agent at the following address:

TMaeda Research LLC, LLC
Email: taikimaeda AT berkeley . edu

To be effective, the Notice must include the following:

A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, (“Complaining Party”) of an exclusive right that is allegedly being infringed upon;

Information reasonably sufficient to permit TMaeda Research LLC to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;

Identification of the allegedly infringing material on the Site (“Infringing Material”), and information reasonably sufficient to permit TMaeda Research LLC to locate such material on the Site;

Identification of the copyrighted work claimed to have been infringed upon (“Infringed Material”), or, if multiple copyrighted works at a single site are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (User shall be specific as to which Infringing Material is infringing on which Infringed Material);

A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Minors. The Site is intended for persons having the legal capacity to be bound by these Terms of Use. By using the Site, the User represents and warrants that (i) such User is at least 18 years of age; and, (ii) that such User have the right, authority, and capacity to accept these Terms of Use and abide by all of the provisions set forth herein. Children younger than 18 years of age may not use the Site under any circumstances.

Disclosures To Legal Authorities. Each User acknowledge and agrees that TMaeda Research LLC may share such User’s personal information with law enforcement, data protection authorities, government officials, and other authorities in the following situations:

When required by law;

When compelled by subpoena, court order, or other legal procedure;

When disclosure is necessary to report suspected illegal activity; and

When disclosure is necessary to investigate violations of TMaeda Research LLC’s Terms of Use or its Privacy Policy.

TMaeda Research LLC is not registered with the financial and securities regulatory authorities or commissions of any country.

Prohibited Use. In connection with a User's use of the Site, and such User's interactions with other users, and third parties each User agrees and represents such User will not engage in any of the prohibited uses or activities set forth herein. TMaeda Research LLC reserves the right, at all times, to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

Suspension, Termination, and Cancellation. TMaeda Research LLC may suspend, restrict, or terminate a User's access to any or all of the Site if:
required by a facially valid subpoena, court order, or binding order of a government authority; or
if such User breaches any term or condition set forth herein.

Password Security; Contact Information. Each User is responsible for creating a strong password and maintaining adequate security and control of any and all passwords related to such User's account. TMaeda Research LLC assumes no responsibility for any loss that any User may sustain due to compromise of password(s)

No Investment Advice or Brokerage. For the avoidance of doubt, TMaeda Research LLC does not provide investment, tax, or legal advice, nor does TMaeda Research LLC broker trades on any User's behalf. Each User is solely responsible for determining whether any investment, investment strategy or related transaction is appropriate based on such User's personal investment objectives, financial circumstances and risk tolerance. Each User acknowledges and agrees that such User should consult such User's legal or tax professional regarding such User's specific situation.

Intellectual Property. User shall have no rights with respect to any of TMaeda Research LLC's existing or subsequently-acquired or developed Intellectual Property, as defined below, rights or trade secrets or confidential information of TMaeda Research LLC, and User hereby acknowledges that it shall not acquire any rights in respect thereof and that all such trade secrets and confidential information are and shall remain vested in or controlled by TMaeda Research LLC. "Intellectual Property" for purposes of these Terms of Use means (i) patents, patent applications, provisional applications, patent disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names,

including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) copyrights and mask works and all registrations and applications for registration thereof; (iv) computer software, software applications and platforms, websites, disks, disk drives, data, data bases and user documentation and audio visuals, domain names, and text materials; (v) all trade secrets, research and development materials, processes, procedures, know how, ideas discoveries, inventions, customer lists, supplier lists, formulas, drawings and designs, technical data, marketing, financial and business plans; (vi) advertising materials currently or in the future utilized by the TMaeda Research LLC; and (vii) copies and tangible embodiments thereof (in whatever form or medium), and related documentation and goodwill. User acknowledges and agrees that TMaeda Research LLC owns the exclusive right, title and interest and into all of TMaeda Research LLC's Intellectual Property. User shall not at any time do or permit to be done any act or thing which impairs or may impair the rights of TMaeda Research LLC with respect to TMaeda Research LLC' Intellectual Property. User will never represent that it has any ownership in any of TMaeda Research LLC's Intellectual Property. User expressly agrees that all of the use and good will of the Intellectual Property shall accrue to the sole benefit of TMaeda Research LLC.

Indemnification. User shall indemnify, defend and hold harmless TMaeda Research LLC and its affiliates, shareholders, investors, directors, officers, employees, representatives, and their successors in interest and assigns (collectively, the "Indemnified Parties") from and against any and all losses, damages, or expenses of whatever form or nature, including reasonable attorney's fees and other costs of legal defense, whether direct or indirect, that they, or any of them, may sustain or incur as a result of (i) any act or omission of the User; (ii) a breach by User of any representation, warranty, and/or obligation with any Indemnified Party; (iii) failure by User to pay any and all applicable taxes, customs, duties, tariffs, and the like arising from the Orders or any transactions set forth in these Terms of Use; (iv) any and all corrupt data, viruses, malware, or security breaches directly or indirectly introduced by the User; (v) a violation by User (and/or any of its officers, managers, members, investors, shareholders, directors, employees or agents, to the extent applicable) of any applicable law, regulation, or order of the United States or any other applicable government or quasi-governmental authority; and/or (vi) use of the Site by User (and/or any of its officers, managers, members, investors, shareholders, directors, employees or agents, to the extent applicable). The indemnification obligations under this Section shall continue indefinitely.

Independent Contractor. The parties agree that for all intents and purposes, TMaeda Research LLC is an independent contractor and nothing set forth herein shall be construed as creating any partnership, joint venture, agency or employment relationship whatsoever between User and TMaeda Research LLC.

Force Majeure. TMaeda Research LLC shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its control, including, without limitation, acts or omissions of any manufacturer, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on TMaeda Research LLC's or a manufacturer's products or marketing activities or any other cause or contingency beyond TMaeda Research LLC's direct control.

Assignment. The rights under these Terms of Use are not assignable nor are the duties delegable by User without the written consent of TMaeda Research LLC first having been obtained, and any attempted assignment or delegation without such consent will be null and void. Nothing contained in these Terms of Use is intended to convey upon any person or entity, other than the parties and their successors in interest and permitted assigns, any rights or remedies under or by reason of these Terms of Use unless expressly stated. All covenants, agreements, representations and warranties of the parties contained in these Terms of Use are binding on and will inure to the benefit of User and TMaeda Research LLC, respectively, and their respective successors and permitted assigns.

Captions and Section Headings. Captions and section headings are for convenience only, are not a part of these Terms of Use and may not be used in construing them.

Waiver of Terms of Use. The failure of TMaeda Research LLC in any one or more instances to insist upon performance of any of the Terms of Use contained herein, or to exercise any right or privilege hereunder, shall not be construed as a waiver of any TMaeda Research LLC's rights or privileges hereunder.

Governing Law; Venue. These Terms of Use shall be governed by and construed in accordance with the laws of the State of DELAWARE, including its provisions of the Uniform Commercial Code, without regard to choice or conflicts of law principles.

These Terms of Use shall be deemed to have been entered into at DELAWARE, U.S.A., regardless of the residence or place or places of business of the User.

Exclusive Jurisdiction. THE USER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY DELAWARE STATE COURT OR FEDERAL COURT SITTING IN DELAWARE, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE SITE AND THESE TERMS OF USE. THE USER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. Notwithstanding the foregoing, in the event User's primary place of business is located within the People's Republic of China (each, a "Chinese Customer"), all disputes, controversies, or differences which may arise between TMaeda Research LLC and a Chinese Customer, out of or in relation to or in connection with these Terms of Use or for the breach of the foregoing, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The language of the arbitration shall be English. The situs for such arbitration shall be Hong Kong, China. The arbitrator shall apply the laws of the State of DELAWARE, USA to the merits of the dispute. The award rendered by the arbitrator shall be final and binding upon both TMaeda Research LLC and Chinese Customer and may be enforced in any court of competent jurisdiction.

Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM USER MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

OFAC. Pursuant to United States Presidential Executive Order 13224 ("Executive Order"), User may be required to ensure that it does not transact business with persons or entities determined to have committed, or to pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons ("List") generated by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. User certifies, represents and warrants to TMaeda Research LLC that: (a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially

Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control; and (b) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. User hereby agrees to defend, indemnify and hold TMaeda Research LLC harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

For questions or feedback about these Terms of Use, please contact TMaeda Research LLC at:

TMaeda Research, LLC

Email: taikimaeda AT berkeley . edu