

TERMS OF SERVICE

Last updated April 18, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Terra Ops, Inc. ("Company," "we," "us," "our"), a company registered in the United States. We operate the website <https://www.terratrust.ai/> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services"). You can contact us by email at support@terratrust.ai.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Terra Ops, Inc., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

This section will provide information on when using the Services is intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use is contrary to law or regulation. Access to the Services from territories where the Services or any content or functionality of the Services is illegal is prohibited. Those who choose to access the Services from other locations do so at their own initiative and are responsible for compliance with applicable local laws. You may not use the Services in a way that would violate the U.S. sanctions administered by the Office of Foreign Assets Control ("OFAC") or any other governmental authority.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content") as well as the trademarks, service marks, and logos contained therein ("Marks"), unless otherwise noted.

All Content and Marks are owned or controlled by us or licensed to us and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and Marks are provided through the Services "AS IS" for your internal business purposes only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access. solely for your internal business purposes.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section, please address your request to support@terratrust.ai. If you breach any of these Intellectual Property rights, your permission to use our Services will terminate immediately. Any breach of intellectual property rights in connection with these Legal Terms constitutes a material breach of these Legal Terms and your right to use our Services will terminate immediately.

Your submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content involving intellectual property rights.

We are not responsible for any statements or representations in your Submissions and expressly disclaim our liability in connection with your use of the Services.

You are responsible for what you post or upload; by sending Submissions through any part of the Services you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" section below;
- warrant that neither you nor your Submissions violate section 1.1 or any other provision of these Legal Terms;
- grant us a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use Submissions for the provision of Services; and
- acknowledge that you waive any "moral rights" in your Submissions.

Any ideas, suggestions, or advice (collectively, "Feedback") that you submit are entirely voluntary and we will be free to use such Feedback at our discretion without any obligation to you.

By submitting Feedback, you represent that (i) the Feedback does not contain confidential information, (ii) your provision of the Feedback is gratuitous and made without restriction on our use, and (iii) you waive any claims to remuneration for your Feedback.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Bank Transfer
- ACH

You agree to provide current, complete, and accurate purchase and account information for all

purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration dates, so that we can complete your transactions and contact you as needed.

All purchases are non-refundable. We may, at our sole discretion, offer a refund, discount, or credit where we deem appropriate.

6. SUBSCRIPTIONS

Billing and Renewal

Your subscription will continue and automatically renew unless canceled by you. The length of your billing cycle and the amount will depend on the type of subscription plan you select when purchasing a subscription.

Cancellation

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current billing cycle.

Some changes

We may change the subscription fee and will communicate any price changes to you in accordance with applicable law.

7. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services.
- Disparage, tarnish, or otherwise harm, in our opinion, us or the Services.
- Use any information obtained from the Services to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use of the Services.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics

interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

8. CONTRIBUTION LICENSE

You and Services agree that any access, store, process, use any information and personal data that you provide following the terms of the Privacy Policy, including submissions or other feedback regarding the Services, you agree that we may use and share such feedback and any purpose without compensation to you.

9. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or may be sent to the Site(s) or other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, designs, software, applications, or other material or content contributed by or obtained from third parties ("Third-Party Content") not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, we are not responsible for any Third-Party Websites and Third-Party Content nor do we warrant or make any representation regarding the reliability, accuracy, or other qualities or characteristics of any Third-Party Websites or Third-Party Content, and such Third-Party Websites and Third-Party Content are the sole responsibility of the third party that created and provided it. You are solely responsible for your interactions with Third-Party Websites and Third-Party Content, and we recommend that you read the applicable terms of use, including privacy and data gathering practices, of any website which you navigate from the Services relating to any applications, products or services offered by or on behalf of Third-Party Websites or such third parties through the Services. You shall hold harmless and indemnify Services and its affiliates from any loss or claim arising out of your use of any Third-Party Website or Third-Party Content.

10. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of our contributions or any portion thereof; (4) in our sole discretion

and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

11. PRIVACY POLICY

We will maintain and use certain data supplied by our Privacy Policy at <https://www.terratrust.ai/legal> by using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please review our Privacy Policy in order to understand how we collect and use your information.

23. TERM AND TERMINATION

These Legal Terms remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. We may terminate your use or participation in the Services or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

13. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services. We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith. For more details, please see our Service Level Agreement at: <https://www.terratrust.ai/legal>.

15. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, with the exception of its conflict of laws principles.

16. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms ("Dispute") and to avoid the burden, expense, and distraction of traditional litigation, you and we agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those



Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced as an individual action, and each Party represents and warrants that it is not relying on any statutory or other right that it may have to commence an action in court. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Legal Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting the arbitrator.

The arbitration will take place in Florida. The Parties agree that any arbitral award will be final and binding and may be entered as a judgment in any court of competent jurisdiction. If for any reason a claim proceeds in court rather than in arbitration, the Parties waive any right to a jury trial.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts located in Florida, and the Parties consent to the jurisdiction of such courts.

17. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

18. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES AND OUR SITE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ACCURACY. WE DO NOT WARRANT THAT THE SERVICES OR OUR SITE, OR ANY CONTENT, SERVICE, OR FEATURE MADE AVAILABLE THROUGH THEM, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND WE DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER

ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO, MONITORING CONTENT AND CONDUCT AND ASSUMING ALL RISKS ASSOCIATED THEREWITH.

19. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

21. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of data.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any



jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

24. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

25. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Terra Ops, Inc.
support@terratrust.ai