

Pennypost Terms of Service

By using Pennypost (as defined below), you are entering into an agreement with **1000710770 Ontario Inc. dba Code** (“us”, “we”, “our”), under which you will be bound by the following terms of service (the “**Terms**”), as updated from time to time in accordance with Section 2. The term “**you**”, “**your**” or “**User**” refers to the person or entity browsing, accessing or otherwise using Pennypost (“**use**” or “**using**” in these Terms will mean any of the foregoing). These Terms will govern your access to and use of: (a) our website located at www.pennypost.co, including all associated subdomains (collectively, the “**Pennypost Website**”); (b) the platform made available by us that facilitates the creation, publication and monetization of Content by Writers, and consumption of such Content by Readers; (c) any text, pictures, media, data, information and other materials or content (collectively, the “**Content**”) contained on or provided through the foregoing (a) through (b); and (d) all other Content, products or services provided by us to you, as more particularly described on the Pennypost Website (collectively, “**Pennypost**”).

If you are using Pennypost on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity. If you do not agree to be bound by these Terms you must not access or use Pennypost.

1. Access to Pennypost; Additional Terms Applicable to Writers and Readers

- (a) Subject to your compliance with these Terms, you may access and use Pennypost in accordance with any documentation or guidelines we make available to you in order to publish or read Content made available through Pennypost (persons that publish, “**Writers**”, and persons that read, “**Readers**”).
- (b) In addition to the terms and conditions set out in the main body of these Terms, if you are a Writer, the provisions set out in Appendix A (Terms Applicable to Writers) (the “**Writer Terms**”) will apply.
- (c) If you are a Reader, you may be subject to additional terms and conditions presented to you by Writers in connection with Content made available by such Writers (the “**Writer-Reader Terms**”). It is your responsibility to review the Writer-Reader Terms carefully, as such terms are between Readers and Writers and not us. If you are a Reader, you acknowledge and agree that you will directly resolve any issues, disputes (including, for clarity, disputes related to any fees paid to such Writers), or other matters between you and the applicable Writer.

2. Changes to these Terms and Pennypost

- (a) Except where prohibited by applicable law, we reserve the right to change these Terms at any time by posting a new version to the Pennypost Website. We may also update the “Last Update” date at the top of these Terms. Any and all such changes are effective upon posting and apply to all access to and continued use of Pennypost. It is your obligation to monitor the Pennypost Website for any such changes. Your continued access to or use of Pennypost after any changes to these Terms indicates your acceptance of such changes.

- (b) We reserve the right to change Pennypost at any time, without notice. We may, at our discretion, suspend your access to or use of Pennypost, including: (i) for scheduled maintenance; or (ii) if you violate any provision of these Terms.

3. Pennypost and Wallet Functionality

- (a) Pennypost may make available features and functionality of the 'Code App' or the 'Code Wallet App' (the "**Code App**").
- (b) For clarity, while Pennypost interoperates with the Code App, your access to and use of the Code App and the manner in which we collect, use and disclose Personal Information (as defined below) are, respectively, governed by the Term of Service located at: <https://getcode.com/terms> ("**Code App Terms**") and the Privacy Policy located at: www.getcode.com/privacy ("**Code App Privacy Policy**"), as amended from time to time.

4. User Account

In order to make use of the full functionality of Pennypost, you may be required to successfully sign up using the Code App. You acknowledge and agree that you will be subject to the same Code App Terms and Code App Privacy Policy set out in Section 3(b) as they are applicable to your Code App account while using Pennypost.

5. Conditions of Use of Pennypost

You will not, and will not attempt to:

- (a) in any manner violate any applicable federal, provincial, local, or international law or regulation, including, any laws regarding patent, trademark, trade secret or copyright;
- (b) use Pennypost for the purpose of building a similar or competitive product or service;
- (c) gain unauthorized access to Pennypost, or bypass any measures we may use to prevent or restrict access to Pennypost;
- (d) disable, overly burden, impair, or otherwise interfere with servers or networks connected to Pennypost (e.g., a denial of service attack);
- (e) copy, modify, reverse engineer, reverse assemble, disassemble, or decompile Pennypost or any part thereof or otherwise attempt to discover any source code of Pennypost;
- (f) use or develop any third-party applications that interact with Pennypost or any Content, without our prior written consent;
- (g) mirror or frame Pennypost or any Content;
- (h) access Pennypost through any interfaces other than the interfaces that we provide for that purpose (for example, you may not "scrape" Pennypost through automated means or "frame" any part of Pennypost); or

- (i) authorize, permit, enable, induce or encourage any third party to do any of the above.

6. Privacy

You acknowledge that you have carefully reviewed and understand our current Privacy Policy, available at www.pennypost.co/privacy-policy, which contains important information about our practices in collecting, storing, using and disclosing information about identifiable individuals (“**Personal Information**”).

7. License to Content

Subject to any Writer-Reader Terms, you make use of any Content made available to you by Writers under Pennypost for your own non-commercial purposes.

8. Ownership

As between you and us, and except for certain Content that may be subject to the Writer-Reader Terms:

- (a) All right, title and interest, including intellectual property rights, in and to Pennypost and all other materials provided by us hereunder, and any updates, adaptation, translation, customization or derivative works thereof, will remain the sole property of us.
- (b) Pennypost and all materials provided by us hereunder are made available or licensed, and not “sold” to you.
- (c) All rights not expressly granted to you in these Terms are reserved by us.

9. Third Party Content, Websites or Services by Writers

Pennypost may provide links or access to third party content, websites, or services, including those made available by Writers. We do not endorse such third party content, websites, services, or systems, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose. If you choose to access any such content, websites, services or to access Pennypost from such systems, you do so entirely at your own risk.

10. Disclaimers

PENNYPOST IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, CONDITIONS, WARRANTIES AND GUARANTEES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING REPRESENTATIONS, CONDITIONS, WARRANTIES AND GUARANTEES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, COMPATIBILITY, RELIABILITY, SECURITY, TIMELINESS, SUITABILITY, TITLE, NON-INFRINGEMENT AND AVAILABILITY OF PENNYPOST AND ANY SERVICES PROVIDED BY THIRD PARTY AND THAT PENNYPOST WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF PENNYPOST AND ANY SERVICES PROVIDED BY THIRD PARTY PROVIDERS REMAINS SOLELY WITH YOU.

If you have a dispute with one or more third parties in connection with your use of Pennypost, you agree to release us (including our affiliates, and each of their and our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other jurisdictions), which states: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her must, would have materially affected his or her settlement with the debtor or released party.”**

11. **LIMITATION OF LIABILITY**

THE FOLLOWING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS OR LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SHAREHOLDERS BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR FOR ANY DISPUTES BETWEEN READERS AND WRITERS; OR LOST PROFITS, LOSS OF USE, LOSS OF DATA, DATA DELETION, DATA CORRUPTION, FAILURE TO STORE ANY DATA, PERSONAL INJURY, DEATH, EMOTIONAL DISTRESS OR DISCOMFORT, FINES, FEES, PENALTIES OR OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE OR THEY WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO PENNYPOST OR THE INABILITY TO MAKE USE OF PENNYPOST, OR THESE TERMS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF PENNYPOST, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF PENNYPOST.

IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY, OR THE TOTAL AGGREGATE LIABILITY OF OUR AFFILIATES, LICENSORS AND SUPPLIERS, OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SHAREHOLDERS, IN CONNECTION WITH OR UNDER THESE TERMS, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, PENNYPOST EXCEED \$100USD. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS WILL NOT INCREASE THIS AMOUNT.

12. **Indemnification**

You will defend, indemnify and hold harmless us and our officers, directors, employees, agents, shareholders, affiliates, and partners (each, an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including legal and expert fees and expenses (collectively, "**Losses**"), that may be incurred by an Indemnified Party arising out of, relating to or resulting from: (a) your use (or the use by any third party using your Code App account) of Pennypost; (b) any breach by you of these Terms; and (c) any actual or alleged violation of any law, rule or regulation, or the rights of any third party (including intellectual property rights), by you.

13. **Disputes & Arbitration for Residents of the United States**

If you are a resident of the United States and you have a dispute with us arising out of your use of Pennypost, this Section 13 applies.

- (a) Mandatory Arbitration: You agree to contact us first and attempt to work out any such dispute amicably. If we're unable to work out a solution amicably, both we and you agree to resolve any disputes arising out of your use of Pennypost or these Terms through binding arbitration or, at our option, small claims court.
- (b) CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR NON-PAGA REPRESENTATIVE PROCEEDING (COLLECTIVELY "**CLASS ACTION WAIVER**"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, WE AND YOU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- (c) In any lawsuit in which: (i) the complaint is filed as a class action, collective action or non-PAGA representative action; and (ii) the civil court of competent jurisdiction in which the complaint was filed finds the Class Action Waiver is unenforceable (and such finding is confirmed by appellate review, if review is sought), the Class Action Waiver shall be severable from these Terms and in such instances, the class action, collective action and/or non-PAGA representative action must be litigated in a civil court of competent jurisdiction and not as a class, collective or non-PAGA representative arbitration.
- (d) PAGA WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED ON A GROUP BASIS OR IN ANY ACTION IN WHICH A PARTY SEEKS TO REPRESENT OTHER INDIVIDUAL(S) IN A PRIVATE ATTORNEY GENERAL ACTION ("**PAGA WAIVER**"). PAGA CLAIMS MAY ONLY BE ARBITRATED ON AN INDIVIDUAL BASIS.
- (e) In any lawsuit in which: (i) the complaint is filed as a private attorney general action seeking to represent any individual(s) other than the named plaintiff; and (ii) the civil court of competent jurisdiction in which the complaint was filed finds the PAGA Waiver is unenforceable (and such finding is confirmed by appellate review, if review is sought), the PAGA Waiver shall be severable from these Terms and in such instances, the private attorney general action must be litigated in a civil court of competent jurisdiction and not as a private attorney general arbitration.
- (f) Notwithstanding any other clause contained in these Terms, any claim that all or part of the Class Action Waiver or PAGA Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Class Action Waiver and PAGA Waiver shall be severable when a dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.
- (g) Opt-out of Mandatory Arbitration: You can decline this mandatory arbitration provision within 30 days of accepting these Terms by emailing us at legal@getcode.com with your first and last name and stating your intent to opt-out of the arbitration provision. Note that opting out of this arbitration provision does not affect any other part of these Terms,

including the provisions regarding controlling law or in which courts any disputes must be brought.

- (h) Arbitration Procedures and Location: The arbitration shall be administered by JAMS under its Comprehensive Rules in effect at the time the arbitration demand is made. The current rules, effective July 1, 2014, can be found here: <https://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS arbitration rules can be found here: <http://www.jamsadr.com/rules-clauses/>. In the event of any conflict between the rules and these Terms, these Terms shall apply. We and you both agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the JAMS Comprehensive Rules.
- (i) The arbitration will be held in the United States county where you live or work, Los Angeles, California, or any other location we and you mutually agree upon in writing.
- (j) Arbitration Fees: The JAMS rules will govern payment of all arbitration fees and each party will be responsible for their own fees under those rules. However, we will pay for your reasonable arbitration fees where: (i) the claim for damages does not exceed US\$75,000; and (ii) the claims are not frivolous under Federal Rule of Civil Procedure 11(b). We will not seek attorneys' fees or costs in arbitration unless the arbitrator determines the claims are frivolous under Federal Rule of Civil Procedure 11(b).

14. Termination

You can stop using Pennypost at any time and without notice to us. Similarly, we may terminate access to Pennypost to you or any other users or stop offering all or part of Pennypost at any time without notice. In the event of termination, Sections 6 to 13, 15 to 18, and Sections 2, 3, 4 and 5 of Appendix A will survive and continue to apply to you.

15. Controlling Law

To the extent permitted by applicable law, these Terms will be governed by the laws of the State of California for residents of the United States, and otherwise, by the laws of the Province of Ontario, without respect to its conflicts of laws principles. To the extent permitted by applicable law, any claims arising out of or relating to these Terms or use of Pennypost that are not subject to Section 13 (Disputes & Arbitration) of these Terms shall be brought exclusively in the federal or state courts of San Francisco County, California, USA, for the residents of the United States, and the courts of competent jurisdiction in the City of Toronto for residents of Canada, and we and you consent to the personal jurisdiction of those courts.

16. Entire Agreement & Severability

These Terms, subject to any amendments, modifications, or additional agreements you enter into with us, shall constitute the entire agreement between you and us with respect to Pennypost and any use of Pennypost. If any provision of these Terms is found to be invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

17. No Waiver

Our failure to monitor or enforce a provision of these Terms does not constitute a waiver of our right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

18. Assignment

You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. We may assign its rights, licenses, and obligations under these Terms without your consent. Any attempted assignment, subcontract, delegation, or transfer in violation of this Section 18 will be null and void. These Terms will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

19. Copyright and Trademark Policy

- (a) We respect the intellectual property rights of others and have implemented a copyright and trademark policy in accordance with the *Digital Millennium Copyright Act* and other relevant laws. We will respond to valid notices of copyright infringement and reserve the right to terminate any users, at our sole discretion and without notice, who repeatedly infringe copyrights or other intellectual property rights.
- (b) If you believe any content posted or made available on Pennypost constitutes infringement of your copyright rights, you may send a written notice of infringement to our designated Copyright Agent using the contact information listed below. In your notice, please specify the nature of the copyright infringement and include the following information: (i) an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright; (ii) a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on Pennypost (e.g., the URL of the claimed infringing material if applicable or other means by which we may locate the material); (iii) complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address; (iv) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (v) a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

Pennypost Inc.: 4-520 Erb St. W, Box 113, Waterloo, ON N2L 6K6, or legal@getcode.com,
Attn: Copyright Agent.

- (c) If you believe any content posted or made available on Pennypost constitutes infringement of your trademark rights, you may also send your notice to our designated Copyright Agent using the contact information listed above. Please include as much detail as possible so that we may respond to your notice in a timely manner, including but not limited to description(s) of your trademark(s), your trademark registration number(s), description(s) of the product(s) allegedly using your trademark(s) without authorization, and the location of such allegedly infringing product(s).

20. **Contact Information**

If you have any questions, or comments about these Terms please contact us at: 4-520 Erb St. W, Box 113, Waterloo, ON N2L 6K6, or legal@getcode.com. For customer service inquiries, please email us at inquiries@pennypost.co.

Appendix A: Terms Applicable to Writers

1. Permitted Use

As a Writer, subject to your compliance with these terms, you make use of Pennypost to: (a) create Content; and (b) make available such Content to Readers, including at a cost (the “**Permitted Use**”).

2. Social Media Account

- (a) We may permit you to link your Writer Content (as defined below) to certain social media platforms. You can choose a social media platform, for example, X (formerly known as Twitter) by clicking the applicable widget embedded on Pennypost that directs you to the chosen social media platform.
- (b) Your use of such a social media platform is governed by the terms and conditions (including the privacy policy) of the social media platform.

3. Ownership; Acceptable Content Policy; Indemnification and Licensing of Writer Content

- (a) As between Writer and Pennypost, to the extent permitted by applicable law, Writer will own all right, title and interest, including intellectual property rights, in and to all Content that is created or made available by Writer on Pennypost (“**Writer Content**”).
- (b) You acknowledge and agree that all Writer Content will comply with any acceptable content policies that we may make available to you. Without limiting the foregoing, you will ensure the Writer Content does not contain any material that:
 - (i) is false, inaccurate, intentionally misleading, or impersonates any other person;
 - (ii) gives the impression that it originates from or is endorsed by us or any other person or entity, if that is not the case;
 - (iii) is libelous, slanderous, defamatory, bullying, harassing, abusive, threatening, vulgar, exploitative, obscene, harmful, sexually explicit, inflammatory, offensive or discriminatory in any way or is otherwise objectionable, such determination to be made in our sole discretion;
 - (iv) is harmful to minors in any way or targeted at minors; or
 - (v) discloses or provides information protected under any law, agreement or fiduciary relationship, including proprietary or confidential information of others.
- (c) Without limiting the indemnification obligations under Section 12 of the main body of the Terms, you will defend, indemnify and hold harmless each Indemnified Party from and against any Losses that may be incurred by an Indemnified Party arising out of, relating to or resulting from your Writer Content, including claims that the Writer Content infringes, misappropriates or violates the rights, including intellectual property or privacy rights, of any third party.

- (d) Writer hereby grants to us a world-wide, fully paid-up, royalty-free, non-exclusive, transferrable and sublicensable right and license to distribute or otherwise make available such Writer Content in connection with making available Pennypost (including to Writers and Readers), to develop and improve Pennypost and for marketing and business development purposes (including to use your tradename(s), trademark(s), and logo(s) for the foregoing purposes).

4. Relationship with Readers; Agreements with Readers

- (a) We may permit you to apply Writer-Reader Terms to Readers that purchase, subscribe to or otherwise consume your Writer Content. These Writer-Reader Terms are solely between you and the Reader, and we are not a party to such terms. Notwithstanding the foregoing, you acknowledge that you are engaging directly with the Reader and not us, and that we are not a party to and will be in no way responsible for your performance or their use of any Writer Content. We do not make any representations or warranties of any kind with respect to Readers or their compliance with their agreements with us or their agreements with you.

5. Payments

- (a) Revenue Share. You must charge fees for making available your Writer Content to Readers through use of the Code App and agree to pay us a transaction fee in the amount of US\$0.02 for each transaction (the “**Rev Share**”).
- (b) Payment Processing Services through Code App. Payment processing services for Pennypost are provided through the Code App. As a condition of us enabling payment processing services, you agree to enter into and comply with the Code App Terms and Code App Privacy Policy.
- (c) Change to Details of Payment. It is your responsibility to promptly notify us of any changes to the **[wallet address]** that you would like us to make payments to and you acknowledge and agree that we will not be responsible for any incorrect or delayed payments made based on an incorrect wallet address.
- (d) Taxes. You agree that you shall bear and be responsible for any and all applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including without limitation, sales, use, and value added taxes) related to the sale or making available of the Writer Content.