

HUMBL Platform Terms and Conditions

INTRODUCTION

Welcome to the HUMBL, Inc. Platform (“HUMBL,” “we,” “us” or “our”). These Terms of Use, together with HUMBL’s [Privacy Policy](#), set forth the terms and conditions (“Terms”) that apply to your access and use of all HUMBL Platform products and services (together, the “Services”), that are made available through [HUMBL.com](#) and the downloadable HUMBL Platform application (together, the “Platform”). These Terms of Service (“Terms”) govern your access to and use of the HUMBL Platform website(s), our APIs, mobile app (the “App”), and any other software, tools, features, or functionalities provided on or in connection with our services. HUMBL includes HUMBL, Inc. and its officers, directors, employees, consultants, affiliates, subsidiaries and agents.

1. ACCEPTANCE OF TERMS

Please read our Terms carefully. These Terms state that any disputes between you and HUMBL must be resolved in binding arbitration or small claims court and that you waive the right to participate in any class action. You may opt out of arbitration and the class action waiver by following the procedures in Section 16 below.

By using or accessing the Services, you agree to follow and be bound by these Terms, as updated from time to time in accordance with Section 3, below. Because HUMBL provides a wide range of services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific product or service. Your use of the Services constitutes your acknowledgment and acceptance of the specific requirements and terms of use for certain of the HUMBL Services.

2. OVERVIEW

The HUMBL platform was developed to connect consumers, brands and merchants together on Web3. HUMBL is not the retailer of any products or services offered by Merchants. HUMBL provides a technology platform facilitating transactions between you and Merchants. HUMBL is not liable or responsible for Merchants’ compliance with applicable federal, state, or local laws, rules, regulations or standards pertaining to their businesses. In addition, HUMBL does not guarantee the quality of what Merchants sell and does not independently verify, and is not liable for representations made by Merchants regarding their products on the Platform.

HUMBL is not an exchange, broker, financial institution, money services business, or creditor. HUMBL provides a peer-to-peer web3 service that helps users discover and directly interact with each other and NFTs available on public blockchains, gaming services, the Metaverse store, ticketing platforms, delivery services, and other products and services. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs. As with any asset, the value of digital assets can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in digital assets. You should carefully consider whether trading or holding

digital assets is suitable for you in light of your financial condition. HUMBL is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons. HUMBL is also not responsible for the security and/or maintenance of any non-custodial wallets utilized during Platform access. You are wholly responsible for the protection, security, and access of your wallet at all times while using HUMBL Services.

HUMBL is not party to any agreement between any users. You bear full responsibility for verifying the identity, legitimacy, and authenticity of any NFTs, collectibles, or other products or services that you purchase from third-party sellers using the Service, and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

3. UPDATES & CHANGES TO TERMS

HUMBL reserves the right, from time to time, to modify, suspend, supersede and/or discontinue the Terms in part or in whole. HUMBL will attempt to provide notice of any change to the Terms, which may be provided by a click-through or similar box or agreement on the Platform. You agree that you accept any such modification or change by continuing to use, download, purchase or otherwise access the Services. Each time you use the Services, you agree to be bound by the terms of the Agreement in effect at the time of your use thereof. If you do not agree to the revised terms, you are not permitted to use the Services.

4. REGISTRATION & ACCOUNT SECURITY

1. Eligibility. To use the Services, you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) register for and use the Services in compliance with any and all applicable laws and regulations.
2. Account Registration. To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password ("Registration Information"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from HUMBL for any purpose.
3. Pro Account Registration. To access a Pro Account and become a verified User, we may request certain identity verification from you, including but not limited to your name, birth date, address, phone number, and Taxpayer Identification Number. You agree to keep us updated if any of the information you provide to us changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or**

financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

4. You Are Responsible for Your Account. You are solely responsible for maintaining the confidentiality and security of your wallet, password, seed phrase and other Registration Information. HUMBL will never request your seed phrase at any time nor has the ability to recover or restore lost seed phrases. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at [support@HUMBL.com].
5. You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo ("Embargoed Jurisdiction"); (b) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, "Sanctions"); (c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (d) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction. You further covenant that the foregoing shall be true during the entire period of this agreement. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access and use of the Service in such country, territory or jurisdiction does not violate any applicable laws.
6. Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that HUMBL, in its sole discretion, may elect to take.
7. There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or Account. You accept and acknowledge that HUMBL will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or any Blockchain network, however caused.

5. THIRD PARTY SERVICES

1. **Sharing Information with Third Parties.** To use the Services, you may need to provide information such as credit card numbers, bank account numbers, and other sensitive financial information, to third parties. By using the Services, you agree that HUMBL and/or HUMBL's authorized third-party partners may collect, store, and transfer such information on your behalf, and at your sole request. More information is available in our [Privacy Policy](#). You agree that your decision to make available any sensitive or confidential information is your sole responsibility and at your sole risk. HUMBL has no control and makes no representations as to the use or disclosure of information provided to third parties. You agree that these third-party services are not under HUMBL's control, and that HUMBL is not responsible for any third party's use of your information.
2. **Third Party Advertising.** The Platform may contain third-party advertising and marketing. By agreeing to these Terms, you agree to receive such advertising and marketing.
3. **HUMBL Provides Access To, But Does Not Endorse, Third Party Services.** The Services may contain links to third party websites and services (e.g. ticketing platforms, delivery services, etc.) that are not otherwise associated with the Services. HUMBL provides such links as a convenience, and does not control or endorse these websites and services. You acknowledge and agree that HUMBL has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services.

6. PAYMENT TERMS

1. **General.** HUMBL has engaged third-party service provider(s) to perform services related to payment processing, including card processing, disbursements, identity verification, fraud analysis, and regulatory compliance. You agree that by using a third-party service, you may also be subject to an agreement with the third party. HUMBL may share your personal or transactional information with those third-party service providers for purposes related to payments processing.

You understand that the prices for products or services displayed on the Platform may differ from the prices offered or published by Merchants for the same products or services and/or from prices available at other third-party websites/mobile applications. Prices, products or services displayed on the Platform may not be the lowest prices at which the product or menu items are sold. HUMBL is not responsible for any changes or discrepancies in prices.

Certain features of the Platform may require you to pay fees to HUMBL. HUMBL may change or add fees for use of our Platform at any time as we deem necessary or appropriate for our business, and we may incorporate certain fees into the price of products or services. You will have an opportunity to review and accept an estimate of the fees and other pricing that you will

be charged, as applicable. The final fees may differ from the estimate. In all cases, you acknowledge and accept that a fee will be charged and you agree to pay said fee.

HUMBL has no obligation to itemize its costs, fees, profits or margins when publishing prices on the Platform and reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the Platform provided under these Terms (other than taxes based on HUMBL's income).

HUMBL's payment processing partners will charge the payment method you specify at the time of purchase or as otherwise specified by you in your account information. Charges paid by you are final and non-refundable. HUMBL has no obligation to provide refunds or credits. However, HUMBL, in its sole discretion, may provide consumers with refunds, courtesy delivery or product/services credits, or make promotional offers with different features and different rates to any consumers, which are subject to these Terms.

2. **Payment Authorization.** You authorize HUMBL or its third-party service provider(s) to charge all sums for purchases that you make to the payment method designated in your account. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. HUMBL reserves the right to request additional information from you if we have reason to believe, in our sole discretion, that a payment method may be fraudulent.
3. **Delinquent Accounts.** If payment due on your account is delinquent, we reserve the right to suspend or terminate your access to the Platform; your account information may be sent to a collection agency/debt collector and you may be subject to a collection action, and payment of collection related fees and costs. If your payment card expires or is replaced by your issuing bank, the card network may provide our payment processing partners with updated card details associated with the same account. We may use these new details in order to help prevent any interruption to your use of the Platform. If you would like to use a different payment method, please visit your account settings to update your billing information. In addition, our payment processing partner may charge another stored payment method if your default payment is declined or no longer available to us.

7. WALLET SERVICES

Upon creation of your Account, HUMBL will provide you with the ability to store your fiat and digital currency in one or more third party service provider Wallets, depending on your use of the Services. HUMBL provides Fiat Wallets and Digital Currency Wallets. You can use the Services and your HUMBL Wallet(s) to store multiple digital and fiat currencies. Each user can access his or her Wallets solely through that user's Account. ANY FIAT OR DIGITAL CURRENCY HELD IN YOUR WALLET IS NOT INSURED TO YOU BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE SECURITIES INVESTOR PROTECTION CORPORATION, THE FINANCIAL SERVICES COMPENSATION SCHEME OR OTHER GOVERNMENT OR PRIVATE INSURANCE ENTITY.

YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT CREDENTIALS AND ARE FULLY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. You agree to notify HUMBL immediately if you know or suspect unauthorized use of your Account or any other security breach you know or suspect, such as loss, theft, unauthorized disclosure or use of your Account or password. HUMBL is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords or any unauthorized use of your Account. While HUMBL has endeavored to create a secure and reliable Site and Services, you should understand that the confidentiality of any communication or material transmitted to/from the Site Services over the Internet or other form of global communication network cannot be guaranteed. Accordingly, HUMBL is not responsible for the accuracy, reliability, or security of any information transmitted to or from the Site or Services.

8. NFT/MARKETPLACE SERVICES

HUMBL has partnered with certain third-parties who offer marketplace or other platforms for the purchase and sale of non-fungible tokens, collectibles, or other products/services. Pursuant to our agreements with those third-parties, you may purchase these products/services through HUMBL's platform. Users of these Services are not required to create an Account and may instead conduct one-time transactions with HUMBL using a payment method accepted by HUMBL. HUMBL has no control over and is not responsible for any activity conducted by you or other parties (including the seller(s) of products/services). You acknowledge and agree that you are solely responsible and liable for your use of any NFT or Marketplace Platform, and all of your related acts or omissions, and that your use of said Platforms is subject to applicable law. HUMBL makes no representations or warranties, express or implied, written or oral, made by or on behalf or in connection with any NFT or Marketplace Platform or seller, including any representations or warranties of title, non-infringement, functionality, merchantability, usage, security suitability or fitness for any particular purpose, workmanship or technical quality of any product or service.

You are solely responsible for verifying the rights and authenticity of any product or service you purchase through the NFT/Marketplace Platforms, as well as any including transfer of rights, rights to sell, interest in copyrights, and other intellectual property rights applicable to any product or service purchased through the Marketplace. HUMBL is not responsible for and does not verify any descriptions of products/services provided on NFT/Marketplace Platforms. To the fullest extent permitted by law, HUMBL disclaims all warranties and liabilities with respect to any product or service purchased through the NFT/Marketplace Platform. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the NFT/Marketplace Platform, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become non-transferable. You represent and warrant that you have done

sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.

9. PROHIBITED CONDUCT

In order to use the Platform, you agree not to:

- Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;
- Violate or encourage others to violate the rights of third parties, including intellectual property rights;
- Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- Interfere in any way with security-related features of the Services;
- Interfere with the operation or any user's enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
- Sell or otherwise transfer the access granted herein.
- Use or attempt to use another user's Account without authorization from such user;
- Pose as another person or entity, or use a wallet to engage in a transaction on HUMBL that is owned or controlled, in whole or in part, by any other person;
- Claim a HUMBL username for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in name squatting;
- Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;
- Distribute spam, including through sending unwanted NFTs to other users;
- Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to HUMBL;
- Use our Service for commercial purposes inconsistent with these Terms or any other instructions;
- Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the

Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;

- Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- Sell or resell the Service or attempt to circumvent any HUMBL fee systems;
- Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that HUMBL might use to sort search results;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- Use the Service for or in connection with money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that applies to you or to HUMBL;
- Use the Service, directly or indirectly, for, on behalf of, or for the benefit of, (a) any natural or legal person that is the subject of Sanctions; (b) any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; or (c) any legal person owned or controlled, directly or indirectly, by any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction.
- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;
- Use the Service to create, sell, or buy NFTs or other items that give owners' rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- Infringe or violate the intellectual property rights or any other rights of others;
- Create or display illegal content, such as content that may involve child sexual exploitation;
- Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual;
- Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

10. USER CONTENT

1. **Content You Provide.** You may be able to submit, post, upload, denote, or otherwise make available (collectively, "Post") photographs, video clips, reviews, ratings, favorites, liked items, bookmarked Merchants, questions, comments, public messages, ideas, designs, concepts, inventions, feedback, and other content (collectively, "User Content") that may or may not be viewable by other users through the Platform or through other communications with you, including, without limitation, through text or multimedia messages.
2. **Use of User Content.** You acknowledge that when you Post User Content on or through the Platform, the User Content shall be deemed, and shall remain HUMBL's property. HUMBL does not provide any compensation for User Content that you Post on or through the Platform. You agree that User Content that you Post on or through the Platform shall be deemed to be non-confidential and non-proprietary, and HUMBL shall have no obligation of any kind with respect to such information. When you Post User Content on or through the Platform, you grant HUMBL a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licensable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, sell, lease, transmit, communicate to the public, disassemble, and publish such User Content in connection with HUMBL's business, in whole or in part, in any format or medium now known or developed in the future, for any purpose whatsoever, unless expressly agreed otherwise in writing by HUMBL, including without limitation for promoting and redistributing part or all of the Platform (and derivative works thereof) in any media formats and through any media channels. You further grant HUMBL a license to use your username and/or other user profile information, including, without limitation, your ratings history and how long you have been a HUMBL consumer, to attribute User Content to you, if we choose to do so. Further, HUMBL shall be free to use any ideas, concepts, know-how or techniques contained in User Content for any purpose whatsoever in connection with our business, without notice to, approval by, or compensation to you, including but not limited to developing, manufacturing and marketing products incorporating such information. In the interest of clarity, the license granted to HUMBL shall survive termination of the Platform or your account. Notwithstanding the foregoing, our use of your personal data shall be governed by our [Privacy Policy](#).
3. **User Content Representations.** You acknowledge and agree that all User Content that you Post is your sole responsibility. You represent that you have all required rights to Post or transmit such User Content without violation of any third-party rights. You understand that HUMBL does not control, and is not responsible for, User Content, and that by using the Platform, you may be exposed to User Content from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content may contain typographical errors, other inadvertent errors or inaccuracies. You agree that you will indemnify, defend, and hold harmless HUMBL for all claims resulting from User Content you Post. We reserve the right, at our own expense,

to assume the exclusive defense and control of such disputes, and you will cooperate with us in asserting any available defenses.

4. **User Content Review.** You acknowledge and agree that HUMBL and its designees may or may not (but do not assume any obligation to), at HUMBL's discretion, pre-screen User Content before its appearance on the Platform. You further acknowledge and agree that HUMBL reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit or remove any User Content that is contributed to the Platform. Additionally, HUMBL has the right to remove any User Content that violates these Terms or is otherwise objectionable in HUMBL's sole discretion. You acknowledge and agree that HUMBL does not endorse, support, represent, verify, adopt, ratify, or sanction User Content, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content, and waive all claims against HUMBL for any libel/slander that may occur as a result of your usage of User Content.
5. **Ratings and Reviews.** The Platform may allow you to rate ("Ratings") and Post reviews ("Reviews") of Merchants. Such Ratings and Reviews are considered User Content and are governed by these Terms, including, without limitation, your agreement regarding your use of the Platform. Ratings and Reviews are not endorsed by HUMBL, and do not represent the views of HUMBL. HUMBL does not assume liability for Ratings and Reviews or for any claims, liabilities, or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other User Content. Therefore, all Ratings and Reviews must comply with the following criteria: (1) you must have had first-hand experience with the Merchant within the 7-day period prior to your Posting a Rating or Review; (2) you may not have a proprietary or other affiliation with either the Merchant or any of its competitors; (3) you may not draw any legal conclusions regarding the Merchant's products, services, or conduct; (4) you may not promote or criticize a Merchant other than the one being rated or reviewed; (4) you may not include others' personal information in your Rating or Review; and (5) your Rating or Review must otherwise comply with these Terms. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, and/or the Platform may be removed or excluded by us without notice.
6. **Disputes with Users.** If you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

11. COMMUNICATION

1. Push Notifications. When you install our Services on your mobile device you agree to receive push notifications, which are messages an app sends you on your mobile device even when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.
2. Email & Text Messaging. HUMBL may send you emails concerning our products and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email.

By using the Platform, you understand and agree that HUMBL may send you text (SMS) messages (potentially including messages generated using an automatic telephone dialing system) at the phone number you provided us. These messages may include operational messages about your use of the Platform, as well as marketing or other promotional messages. You will not be able to use the Platform without agreeing to receive operational text messages. You may opt-out of receiving marketing or other promotional text messages at any time by sending an email to support@HUMBL.com indicating that you no longer wish to receive marketing or other promotional texts along with the phone number of the mobile device receiving the messages, or by following any unsubscribe instructions in the text messages. You may continue to receive text messages for a short period while HUMBL processes your request, and you may also receive text messages confirming the receipt of your opt-out request. If you do not want to receive operational text messages from HUMBL, do not place orders through the Platform. Your agreement to receive marketing texts is not a condition of any purchase or use of the Platform. If you change or deactivate the phone number you provided to HUMBL, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard data and message rates may apply for SMS, whether you send or receive such messages. Please contact your carrier for details.

3. Notice. HUMBL may give notice by any means of communication reasonably anticipated to notify you of the information provided. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. By way of example only, such communication may be a general notice on the Platform or via email to the email address listed on your HUMBL account. It is your obligation to update your account information so that we may contact you as may be necessary.

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 SERVICE.

12. INTELLECTUAL PROPERTY

The HUMBL Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and

service marks on the Services belong to HUMBL, except third-party trademarks or service marks, which are the property of their respective owners. You represent and warrant that you own or otherwise have the right to use any content you post to the Services. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact: HUMBL, Inc. 600 B Street, Suite 300, San Diego, California 92101

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. HUMBL has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of HUMBL or others.

13. INDEMNIFICATION

You agree that you will be personally responsible for your use of the Services and Platform, and you agree to defend, indemnify, and hold harmless HUMBL from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Services; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. HUMBL reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

14. ASSIGNMENT & TERMINATION

1. Assignment. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be void.
2. Termination. If you violate these Terms, your permission to use the Services and the Platform will automatically terminate. In addition, HUMBL in its sole discretion may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services and Platform at any time, with or without notice to you. You may terminate your account at any time by contacting HUMBL Customer Support at support@HUMBL.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but HUMBL may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Services.

15. DISCLAIMERS OF WARRANTIES

The Services and Platform are provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although HUMBL seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Services or Platform, and there may at times be inadvertent technical or factual errors or inaccuracies.

1. **No Warranties.** HUMBL specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Services. HUMBL is not responsible for the loss of, damage to, or unavailability of any information you have made available through the Services, and you are solely responsible for ensuring that you have backup copies of any information you have made available through the Services.
2. **No Guarantee of Accuracy.** HUMBL does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Services.
3. **Services/Platform Provided for Informational Purposes.** The information provided through the Services is provided solely for informational, educational, or entertainment purposes. HUMBL makes no representations, warranties, or guarantees, express or implied, regarding the results or savings that may be obtained through the use of the Services and Platform.
4. **No Warranties Regarding Third Parties.** HUMBL makes no representations, warranties, or guarantees, express or implied, regarding any third-party service or advice provided by a third party, or any quotes or offers provided through the Services. HUMBL does not endorse any particular advisor or other third party. HUMBL acts solely as an intermediary between you and third-party service providers and expressly disclaims any and all liability for any content, products, or services provided by such service providers. See Section 5, above, for more information regarding third parties and third-party services.

16. LIMITATION OF LIABILITY – Services are Available “As-Is”

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis.

In no event will HUMBL be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not HUMBL has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you. HUMBL makes no warranty or representation and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services

or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from HUMBL or through the Services, will create any warranty or representation not expressly made herein.

1. **Force Majeure.** No party shall be liable for failure or delay in performing obligations (except for obligations regarding payment of money) set forth in this Agreement, and no party shall be deemed in breach of such obligations, if such failure or delay is due to natural disasters or any cause reasonably beyond the control of such party.

17. GOVERNING LAW

These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles. Subject to the following section, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and HUMBL agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within San Diego County, for the purpose of litigating all such disputes. We operate the Services from our offices in California, and we make no representation that information and materials included in the Services are appropriate or available for use in other locations.

18. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER

In the interest of resolving disputes between you and HUMBL in the most expedient and cost-effective manner, you and HUMBL agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.

YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU AND HUMBL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

1. **Claims to Be Resolved by Binding Arbitration.** You and HUMBL agree to arbitrate all disputes and claims between us. This agreement to arbitrate (“Arbitration Agreement”) is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract,

tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before this or any prior Terms; claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of these Terms.

2. **Arbitration Procedures.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration>; all other claims shall be subject to JAMS' most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration>. JAMS' rules are also available at [jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
3. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and HUMBL. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
4. **Exceptions.** Notwithstanding this Section 16, you and HUMBL agree that no statement herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in any competent court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.
5. **Notice and Process.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to HUMBL should be addressed to: HUMBL, Inc., 600 B Street, Suite 300, San Diego, California 92101 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and HUMBL do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or HUMBL may commence an arbitration proceeding.

6. Fees. In the event that you commence arbitration in accordance with these Terms, HUMBL will, at your request, reimburse you for your payment of the arbitration filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the JAMS Rules. Any request for payment of fees by HUMBL should be submitted by mail to the JAMS along with your Demand for Arbitration and HUMBL arrange to pay all necessary fees directly to the JAMS. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you agree to reimburse HUMBL for all fees associated with the arbitration paid by HUMBL on your behalf that you otherwise would be obligated to pay under the JAMS' rules.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the JAMS Rules. Any in-person arbitration hearings will take place at a location to be agreed upon in Los Angeles County, California. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

7. No Class Actions. Unless both you and HUMBL agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

YOU AND HUMBL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

8. Opt-Out. If you are a new HUMBL user, you can choose to reject the arbitration agreement contained in these Terms ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to the Notice Address listed above. The Opt-Out Notice must contain your name, address (including street address, city, state and zip code), and the user name(s) and email address(es) associated with the HUMBL account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, all other parts of the Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with HUMBL.
9. Modifications. If HUMBL makes any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending us

written notice within 30 days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future change, your account with HUMBL shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision.

10. **Severability and Enforceability.** If an arbitrator or court decides that any part of this section is invalid or unenforceable, the other parts of this section shall still apply. If the entirety of this section is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in the “Governing Law” section shall govern any action arising out of or related to these Terms, and that the remainder of the Terms will continue to apply.

19. MODIFICATION OF THE SERVICES

HUMBL reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that HUMBL will not be liable to you or to any third party for any such modification, suspension, or discontinuance of any of the Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service. We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors.

20. E-SIGN DISCLOSURE AND CONSENT

- i. **Scope of Communications to Be Provided in Electronic Form.** You understand and agree that we may provide you with any or all of the following types of communications electronically: (i) legally required disclosures, notices and other communications associated with your access to or use of the Services, including, but not limited to information about fees or charges, and any and all legally required pre- and post-transaction disclosures; (ii) customer service communications; (iii) privacy policies and notices; (iv) changes to this Agreement, (v) statements, information and records regarding your transactions; (vi) information regarding the debiting or charging, as applicable of your selected payment method; (vii) any and all legally required error resolution policies, and responses to claims filed in connection with your access to or use of the Services; (viii) any other communications related to your access to and/or use of the Services, and (ix) with your consent, marketing and other promotional communications (collectively, “**Communications**”).
- ii. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Agreement and any other Communication that is important to you.
- iii. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (i) via e-mail, (ii) by access to a web site that we will designate in an e-mail

notice we send to you at the time the information is available, or (iii) to the extent permitted by law, on the Site or via SMS text message. You agree to promptly review all Communications sent to you, and that these are reasonable procedures for sending and receiving electronic communications.

- iv. **How to Update Your Records.** To receive electronic Communications, at the time that you first use the Services, you must provide us with a true, accurate and complete e-mail address and your contact information, and you must promptly notify us of any changes to this information. You can update information (such as your email address) through the Site.
- v. **Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have an electronic device that enables access to your e-mail account or a commercially available Internet browser. You may wish to utilize a device that is capable of storing or printing the Communications for your records.
- vi. **Requesting Paper Copies.** If you have consented to receive electronic Communications, we will not send you a paper copy of any Communication unless we deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You may obtain a paper copy of any legally-required Communications and or agreements. You may request such a paper copy contacting HUMBL at [\[support@HUMBL.com\]](mailto:support@HUMBL.com).
- vii. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by contacting HUMBL at [\[support@HUMBL.com\]](mailto:support@HUMBL.com). Any withdrawal of your consent to receive electronic Communications will be effective only after we have received your request for withdrawal and have a reasonable period of time to process such request. In the meantime, you will continue to receive Communications in electronic form. By withdrawing your consent, you will no longer be able to use the Services. Withdrawing consent to receive marketing communications only does not preclude use of the Services, however. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected, and your previous electronic records will remain accessible for such period as is required under law and in a form that allows the record to be accurately reproduced to all persons who are entitled under law to access the record.
- viii. **Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (“**E-SIGN Act**”), and that you and we both intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

- ix. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

21. MISCELLANEOUS

1. Entire Agreement. These Terms, together with the [Privacy Policy](#) constitute the entire and exclusive understanding and agreement between you and HUMBL regarding your use of and access to the Services and Platform, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.
2. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
3. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
4. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

22. NOTICE TO CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service.

23. CONTACT HUMBL

If you have any questions or concerns regarding these Terms or otherwise would like to contact HUMBL, please send HUMBL Customer Support an email at [support@HUMBL.com].