EMPACTX INC.

Terms of Service

Effective Date: November 2, 2026 | Last Updated: November 2, 2026

PLEASE READ THESE TERMS CAREFULLY. SECTION 22 CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT HOW DISPUTES ARE RESOLVED. UNLESS YOU OPT OUT AS DESCRIBED IN SECTION 22, YOU AGREE TO RESOLVE DISPUTES WITH EMPACTX THROUGH INDIVIDUAL ARBITRATION AND WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

1. Agreement to These Terms

These Terms of Service (the "**Terms**") are a legal agreement between you and EmpactX Inc. ("**EmpactX**," "**we**," "**us**," or "**our**") governing your access to and use of the following (together, the "**Services**"):

- **empactx.com**, the EmpactX website;
- **app.empactx.com**, the EmpactX app, including the EmpactX Global affiliate platform, MPX membership, the EmpactX Earning Pool interface, and the Buy Bitcoin Miner page;
- **EmpactX Shop** at empactx.shop;
- **EmpactX Blockchain Academy**, a division of EmpactX Inc.;
- **EmpactX Mining**, a division of EmpactX Inc., including the EmpactX Miner Ownership Financing Program;
- **EmpactX Whitelabel**; and
- any related content, features, communications, and support.

By accessing or using the Services, creating an account, making a purchase, or clicking to accept these Terms, you agree to be bound by these Terms and our Privacy Policy, which is incorporated by reference. If you do not agree, do not use the Services.

2. Additional Terms

Certain Services are subject to additional terms, which are incorporated into these Terms when they apply to you ("**Additional Terms**"), including:

- **Miner purchases:** the bill of sale issued for your purchase and the terms of the EmpactX Miner Ownership Financing Program;
- **EmpactX Global:** the Affiliate Agreement, Policies and Procedures, and Compensation Plan;
- **EmpactX Whitelabel:** the applicable license agreement;
- **EmpactX Shop:** the shipping, return, and other policies posted on empactx.shop;
- **EmpactX Blockchain Academy:** the pricing and enrollment terms presented at checkout; and
- **Any securities offering:** the offering documents for that offering.

If Additional Terms conflict with these Terms, the Additional Terms control for the Service they govern, except that Section 22 (Dispute Resolution) controls unless the Additional Terms expressly state otherwise.

3. Eligibility

To use the Services, you must: (a) be at least 18 years old (or the age of majority in your jurisdiction, if higher) and able to form a binding contract; (b) not be located in, organized in, or ordinarily resident in any country or region subject to comprehensive U.S. sanctions (currently including Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine); (c) not be listed on, or owned or controlled by anyone listed on, any U.S. or other applicable sanctions list, including the OFAC Specially Designated Nationals List; and (d) not be prohibited by applicable law from using the Services. You are responsible for complying with the laws of your jurisdiction. We may restrict or refuse access to any Service, in whole or in part, in any jurisdiction at our discretion.

4. Accounts

You must provide accurate, current, and complete information when creating an account and keep it updated. You may maintain only one account unless we permit otherwise. You are responsible for keeping your login credentials confidential and for all activity under your account. Notify us immediately at support@empactx.com of any unauthorized use. We may suspend or close accounts that contain false information or that are used in violation of these Terms.

5. Digital Wallets; Non-Custodial Services

EmpactX does not custody your digital assets. MPX, USDC, and other digital assets in your self-custody wallet remain under your control. We do not hold or have access to your private keys or seed phrases, and we cannot recover lost keys, reverse transactions, or retrieve assets sent to an incorrect address.

Decentralized exchanges. When you buy, sell, or swap MPX or other digital assets through a decentralized exchange or third-party interface (such as Uniswap or the Base app), you transact directly with a smart contract or third party. EmpactX is not a party to those transactions, does not act as a broker, exchange, or intermediary, and does not set prices.

Your responsibility. You are solely responsible for your wallet, the accuracy of addresses you use, network (gas) fees, and the security of your devices. Blockchain transactions are generally irreversible.

5.1 EmpactX Earning Pool

The EmpactX Earning Pool is a liquidity pool for MPX and USDC deployed through Uniswap v2 smart contracts on the Base blockchain. If you add liquidity, you interact directly with those smart contracts, and you may add or withdraw liquidity at any time, subject to the operation of the smart contracts and the Base network. EmpactX does not control your liquidity position. Pool fees are generated solely by third-party trading activity and are not guaranteed. Providing liquidity involves significant risks, including price volatility, impermanent loss, and smart contract and network risk, and you may lose some or all of the assets you contribute.

Any statement on the Services about a possible future distribution program for MPX holders, including any program based on how long MPX is held, describes current plans only. Any such program is subject to regulatory approval, may change or never occur, and would be offered only under definitive written documentation. Nothing on the Services creates any right to a distribution, dividend, or other payment.

6. The MPX Token

MPX is a digital token issued by Empactus AI LLC, an affiliate of EmpactX, on the Base blockchain. Information about MPX on the Services, including market data supplied by third parties such as DexScreener, is provided for general information only, may be delayed or inaccurate, and is not a recommendation to buy, sell, or hold MPX. Holding MPX does not give you any ownership, equity, profit,

dividend, voting, or governance rights in EmpactX, Empactus AI LLC, or any other entity, unless and until such rights are expressly granted under legally effective offering documents.

No offer of securities. Nothing on the Services is an offer to sell, or a solicitation of an offer to buy, any security. Any offering of securities by EmpactX or its affiliates will be made only through formal offering documents, only to eligible investors, and only in jurisdictions where the offering is lawful.

7. EmpactX Global Affiliate Program

EmpactX Global is an affiliate program governed by the Affiliate Agreement, Policies and Procedures, and Compensation Plan (together, the "**Affiliate Terms**"), which control over these Terms for affiliate matters. In summary:

- **Enrollment.** Enrollment is free. Qualification for commissions may require an active monthly membership as described in the Compensation Plan.
- **Commissions.** Commissions are calculated under the Compensation Plan and may be paid in MPX, USDC, or U.S. dollars. All commissions are subject to review and approval by EmpactX. We may withhold, adjust, or reverse commissions resulting from error, fraud, reversed or refunded transactions, or violation of the Affiliate Terms or these Terms.
- **No guaranteed income.** EmpactX makes no promise or guarantee of income or earnings. Earnings, if any, depend on many factors, including individual effort, skill, market conditions, and the value of MPX. Any examples of earnings are illustrative only and are not typical.
- **Independent contractors.** Affiliates are independent contractors, not employees, agents, partners, or joint venturers of EmpactX, and may not bind EmpactX.
- **Compliance.** Affiliates must comply with all applicable laws, including laws governing advertising, consumer protection, email (CAN-SPAM), and telemarketing and text messaging (TCPA). Affiliates may not make income claims, describe MPX or any EmpactX product as an investment, promise dividends, returns, or profits, or make any statement inconsistent with EmpactX's published materials.
- **Taxes.** Affiliates are responsible for their own taxes. We may collect tax information and issue tax forms where required by law.

8. Bitcoin Miner Purchases (EmpactX Mining)

Bitcoin mining equipment is purchased through the Buy Bitcoin Miner page in the EmpactX app. Each purchase is governed by the bill of sale issued for it and the terms of the EmpactX Miner Ownership Financing Program, including terms relating to title, any equipment lien, down payments, hosting fees, the allocation of mining proceeds, and early payoff. If these Terms conflict with your bill of sale or the program terms, the bill of sale and program terms control for your purchase.

ALL MINER SALES ARE FINAL. NO REFUNDS WILL BE ISSUED EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS EXPRESSLY STATED IN YOUR BILL OF SALE.

No guaranteed production. Bitcoin mining output depends on factors outside our control, including network difficulty, the price of Bitcoin, power availability and cost, equipment performance and failure, data center operations, pool performance, and changes in law. EmpactX does not guarantee any level of mining production, payout, payoff date, or return. Miners are operated at third-party data centers, and EmpactX is not responsible for acts or omissions of those data centers beyond its obligations in the program terms.

9. EmpactX Shop

Orders placed through EmpactX Shop are subject to acceptance and availability. Prices, products, and descriptions may change without notice. We may cancel orders affected by pricing or description errors, suspected fraud, or unavailability. Accepted payment methods, including USDC, are shown at checkout; digital asset payments are irreversible. Shipping, returns, and exchanges are governed by the policies posted on empactx.shop. Features of products announced as "coming soon," including Smart Clothing, are subject to change and are not guaranteed until the product is released.

10. EmpactX Blockchain Academy

Academy courses are provided for educational purposes only. Course content does not constitute financial, investment, legal, tax, or accounting advice and is not a recommendation to buy or sell any asset. Any certificate issued by the Academy reflects completion of an EmpactX course only; it is not a professional license, an accredited academic credential, or a regulatory qualification. Upon enrollment, you receive a limited, personal, non-transferable license to access course content for your own non-commercial use; you may not share your login, copy, record, or redistribute course content. Fees and any refund rights are as stated at the time of purchase.

11. EmpactX Whitelabel

Access to EmpactX Whitelabel is subject to a separate license agreement. Licensees are solely responsible for their own tokens, programs, participants, marketing, and legal compliance. EmpactX does not custody licensee or participant funds and is not responsible for any licensee's program, token, or conduct.

12. Payments, Fees, and Taxes

You agree to pay all fees and charges for purchases you make, at the prices in effect when the charge is incurred. Payments in digital assets are final and irreversible, and you are responsible for any network fees. Unless stated otherwise, prices do not include taxes, and you are responsible for all applicable taxes. If a subscription or membership renews automatically, the renewal terms will be presented before you purchase, and you may cancel as described at that time.

13. Electronic Communications

You consent to receive communications from us electronically, including by email, in-app notice, and posting on the Services, and agree that electronic communications satisfy any legal requirement that communications be in writing. If you opt in to text messages, you agree to receive recurring automated messages as described in our Privacy Policy. Consent is not a condition of purchase. Reply STOP to cancel or HELP for help. Message and data rates may apply.

14. Acceptable Use

You agree not to:

- use the Services for any unlawful, fraudulent, or deceptive purpose, including money laundering, terrorist financing, or sanctions evasion;
- provide false information, impersonate any person, or create accounts by automated means;
- manipulate the affiliate program, including through fake enrollments, self-referrals not permitted by the Affiliate Terms, or other schemes to generate commissions;
- engage in market manipulation involving MPX, such as wash trading or coordinated pump-and-dump activity;
- interfere with, disrupt, probe, or attempt to gain unauthorized access to the Services, accounts, or related systems or smart contracts;

- use bots, scrapers, or other automated tools to access the Services without our written permission;
- upload viruses or other malicious code;
- infringe the intellectual property or privacy rights of others; or
- send spam or unsolicited messages using EmpactX names or materials.

15. Intellectual Property

The Services and all content, software, designs, text, graphics, courses, and other materials on them, and the names and marks EmpactX, MPX, EmpactX Global, EmpactX Blockchain Academy, EmpactX Mining, EmpactX Shop, EmpactX Earning Pool, Blockchain Life, and related logos, are owned by EmpactX, Empactus AI LLC, or their licensors and are protected by intellectual property laws. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Services for their intended purposes. Affiliates may use EmpactX marks only as permitted by the Affiliate Terms. All other rights are reserved.

16. User Content and Feedback

If you submit content to the Services (such as testimonials, reviews, posts, or messages), you grant EmpactX a worldwide, royalty-free, non-exclusive, perpetual license to use, reproduce, display, and distribute that content in connection with the Services and our business, subject to our Privacy Policy. You represent that you have the right to submit the content and that it is accurate and lawful. If you send us feedback or suggestions, we may use them without obligation to you.

17. Third-Party Services

The Services may link to or integrate third-party services, including blockchains, wallets, decentralized exchanges, data providers, payment processors, data centers, and hosting platforms. We do not control and are not responsible for third-party services, and your use of them is at your own risk and subject to their terms.

18. No Advice; Risk Disclosure

EmpactX does not provide investment, financial, legal, tax, or accounting advice, and nothing on the Services is such advice. You should consult your own advisers before making any decision. You acknowledge that digital assets and Bitcoin mining involve substantial risks, including:

- extreme price volatility, and the possibility that a digital asset may lose all of its value;
- limited or no liquidity;
- smart contract bugs, exploits, and blockchain network failures, forks, or congestion;
- loss or theft of private keys, phishing, and other security risks;
- changes in laws, regulations, and tax treatment that may adversely affect digital assets, mining, or the Services; and
- mining-specific risks, including changes in network difficulty, equipment failure, power interruptions, and data center performance.

Past performance is not indicative of future results. You should not participate with funds you cannot afford to lose.

19. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, EXCEPT AS EXPRESSLY STATED IN A BILL OF SALE OR OTHER ADDITIONAL TERMS. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT MARKET DATA OR OTHER INFORMATION IS ACCURATE OR CURRENT, OR THAT ANY DIGITAL ASSET, SMART CONTRACT, OR BLOCKCHAIN WILL FUNCTION AS EXPECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

20. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, EMPACTX, ITS AFFILIATES (INCLUDING EMPACTUS AI LLC), AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, DIGITAL ASSETS, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO EMPACTX FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE 12 MONTHS BEFORE THE CLAIM AROSE, OR (B) ONE HUNDRED U.S. DOLLARS ($100).

These limitations do not apply to liability that cannot be limited under applicable law, such as liability for fraud or, where applicable, gross negligence or willful misconduct.

21. Indemnification

You agree to indemnify and hold harmless EmpactX, its affiliates, and their officers, directors, employees, and agents from any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of your use of the Services, your violation of these Terms or any Additional Terms, your violation of any law or third-party right, or, if you are an affiliate, your marketing and sales activities.

22. Dispute Resolution; Binding Arbitration; Class Action Waiver

22.1 Informal Resolution

Before starting arbitration or a court proceeding, you and EmpactX agree to try to resolve any dispute informally. The party raising the dispute must send a written notice describing the dispute and the relief requested: to EmpactX at support@empactx.com and 218 NW 24th Street, Miami, Florida 33127, Attn: Legal; or to you at the email address associated with your account. If the dispute is not resolved within 60 days after notice is received, either party may begin arbitration.

22.2 Agreement to Arbitrate

Except as provided in Section 22.4, you and EmpactX agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or your relationship with EmpactX (each, a "**Dispute**") will be resolved by final and binding individual arbitration. This agreement is governed by the Federal Arbitration Act. The arbitrator, and not any court, will decide all questions about the scope, validity, and enforceability of this arbitration agreement, except that a court will decide questions about Section 22.5 (Class Action and Jury Trial Waiver).

22.3 Arbitration Procedures

The arbitration will be administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (or, if you use the Services for business purposes, its Commercial Arbitration Rules) then in effect, as modified by this Section. The arbitration will be conducted by a single arbitrator and will be seated in Miami-Dade County, Florida, though hearings may take place by video or telephone or, for consumers, in the county where you reside. Payment of filing, administrative, and arbitrator fees will be governed by the AAA rules. The arbitrator may award any individual relief that a court could award, and judgment on the award may be entered in any court of competent jurisdiction. If 25 or more similar demands are filed by or with the help of the same law firm or coordinated group, the AAA's mass arbitration procedures will apply and the demands may be administered in batches.

22.4 Exceptions

Either party may (a) bring an individual claim in small claims court if it qualifies and remains there, and (b) seek injunctive or other equitable relief in court to protect its intellectual property rights or to stop unauthorized access to or misuse of the Services.

22.5 Class Action and Jury Trial Waiver

YOU AND EMPACTX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. YOU AND EMPACTX EACH WAIVE THE RIGHT TO A TRIAL BY JURY.

If this class action waiver is found unenforceable as to a particular claim or request for relief, that claim or request (and only that claim or request) will be severed and decided by a court under Section 23, after the individual arbitration of all other claims is complete.

22.6 30-Day Right to Opt Out

You may opt out of this arbitration agreement by sending an email to support@empactx.com with the subject line "Arbitration Opt-Out," stating your name, account email, and that you opt out, within 30 days after you first accept these Terms. Opting out will not affect any other part of these Terms.

22.7 Changes

If we make a material change to this Section 22, the change will not apply to any Dispute of which we had written notice before the change took effect.

23. Governing Law and Venue

These Terms and any Dispute are governed by the laws of the State of Florida and applicable U.S. federal law, without regard to conflict-of-laws principles. Subject to Section 22, any claim not subject to arbitration will be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, and you consent to their personal jurisdiction. If you are a consumer residing outside the United States, nothing in these Terms deprives you of the protection of mandatory provisions of the law of your country of residence that cannot be waived by contract.

24. Suspension and Termination

We may suspend or terminate your access to all or part of the Services at any time, with or without notice, if we believe you have violated these Terms or Additional Terms, if required by law, or to protect EmpactX, our users, or others. You may stop using the Services at any time and may close your account by contacting us. Termination does not affect obligations under any bill of sale or other Additional Terms, which continue according to their own terms. Sections that by their nature should survive termination will survive, including Sections 5, 6, and 15 through 26.

25. Changes to the Services and These Terms

We may modify, suspend, or discontinue any part of the Services at any time. We may update these Terms from time to time. When we do, we will revise the "Last Updated" date above and, for material changes, provide additional notice, such as by email or a notice on the Services. Updated Terms take effect when posted unless stated otherwise. Your continued use of the Services after updated Terms take effect means you accept them.

26. General

These Terms, together with the Privacy Policy and any applicable Additional Terms, are the entire agreement between you and EmpactX regarding the Services. If any provision is found unenforceable, the remaining provisions will remain in effect. Our failure to enforce any provision is not a waiver. You may not assign these Terms without our prior written consent; we may assign them without restriction, including to an affiliate or in connection with a merger, acquisition, or sale of assets. We are not liable for delays or failures caused by events beyond our reasonable control, including blockchain network failures, power outages, natural disasters, and acts of government. Headings are for convenience only. The words "including" and "include" mean "including without limitation."

27. Contact Us

Questions about these Terms may be sent to:

EmpactX Inc.

Attn: Legal

218 NW 24th Street, Miami, Florida 33127

Email: support@empactx.com

Phone: (305) 330-2303