

Terms of Use

The Puerto Rico Tax Credit Exchange online platform (hereinafter referred to as "the platform") made available by Inportal Kanga Nexus LLC, registered in the Commonwealth of Puerto Rico Number:437457 (hereinafter referred to as "the Operator"). The present document governs the terms of use of the Puerto Rico Tax Credit Exchange by the third parties (hereinafter referred to as "the users")

1. The platform offers networking services for all the parties interested in purchasing and selling of Puerto Rican tax credits and related debt instruments and securities, and to provide support in the tax credit application process (hereinafter referred to as *tax credit services*)
2. The user enters into a contract for the provision of services specified herein with the Operator upon registration of their account on the platform.
3. Each user enters into a sale contract with another user upon making a sale offer befitting the parameters of the offer made by another user beforehand.
4. Each user can only create one account on the website.
5. The user hereby assumes an obligation to provide real and current personal data of the natural person responsible for using the account. Upon each change of the said information the user shall immediately and without any unreasonable delay make all the adequate updates thereof on the platform.
6. The Operator shall not be liable for any damage caused if the user does not receive the relevant correspondence (both traditional and electronic) due to their failure to perform the aforementioned obligation.
7. The Operator is entitled to take all the appropriate measures to verify the validity of the personal data provided by the user.
8. The identity verification mentioned in the previous section can occur via sending the scan of the identification document held by the user as well as via any other legally permissible procedures specified by the Operator. Any alteration of said procedures does not constitute the alteration of the wording of the terms of use.
9. The Operator processes the personal data (that is: email address, full name, address, IP login address) to ensure the proper provision of the offered services, compliance with the terms of use as well as the fulfillment of all the formal requirements stated in the relevant legal provisions on countering the money laundering and financing terrorism. The said data is protected and can be disclosed to third parties only upon receiving the valid order from the relevant law enforcement agencies.
10. The Operator enables the payment and delivery of tax credits, instruments and securities by the users.
11. The Operator can specify the relevant procedures verifying the payment and delivery of tax credits, instruments and securities, in particular in terms of the validity and the compliance of personal data of the interested parties with the data provided by the account's user. Each user



shall be notified about any alteration of the said procedures via email. Any alteration of said procedures does not constitute the alteration of the wording of the terms of use.

12. In case of receiving any payment incompatible with the said procedures, the Operator is entitled to refuse to recognize the existence of the account involved and/or make a return transfer.
13. The Operator can limit or block the withdrawal of assets from the user's account upon failed verification of the user's personal data as well as upon any suspicion of the falsification of said data.
14. The Operator shall not be liable for any loss of the customer's tax credit instruments or securities in case of the occurrence of any circumstances independent of the Operator, including but not limited to:
 - o force majeure
 - o hardware malfunction
 - o bugs within the Puerto Rico Tax Credit Exchange system
 - o actions or omissions of third parties having any influence on the functioning of the system
15. The user shall safeguard the access to their password, mailbox, digital wallet and other means of communication employed for the purpose of receiving all the relevant correspondence regarding the functioning of his account and the Puerto Rico Tax Credit Exchange as a whole. The Operator shall not be liable for any loss resulting from the negligence of said obligation by the user.
16. The user shall use the platform in good faith. Upon the discovery of any software bug the user shall immediately notify the Operator about the said fact and refrain from any exploitation thereof to the detriment of either the Operator or other users.
17. The user shall not use their account for any purpose that disparages or casts doubt on the Puerto Rico Tax Credit Exchange's integrity as a fair and transparent exchange.
18. The Operator charges each user for the provision of all services available on the platform in accordance with the current fee schedule. The Operator shall notify the user about any change of the said fee schedule via email. The alteration of the price list does not constitute an alteration of the wording of the terms of use.
19. The Operator shall make the platform available for use at all times to the best of their ability.
20. The Operator is entitled to suspend the functioning of the platform in case of the necessity to make the relevant software update or the occurrence of circumstances rendering the proper functioning of the platform impossible. The Operator shall ensure the shortest possible duration of said suspension to the best of their ability.
21. The user is liable for any damage resulting from deliberate action performed to the detriment of the Operator or other users or any violation of the applicable law. The user exempts the Operator from any liability for redressing the said damage and shall cover any costs connected therewith.
22. All the data stored at the platform as well as the contents, graphic design logo, signs and trademarks thereof are the exclusive property of the Operator and, therefore, are subject to legal protection as specified within the relevant provisions of the applicable law.
23. The Operator uses the "cookie files" also known as the "cookies" to identify all the already logged in users as well as for statistical purposes.



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24. Both the Operator and the users are entitled to terminate the terms of use with a fourteen day notice period. The said termination may occur only after the successful verification of the user's personal data beforehand. The user cannot exercise the said right or demand any refund in case of the violation of section 12 or 27.
25. The Operator is entitled to immediately block ,either fully or partially, any user's account in case of any documented violation of the regulations specified herein. The Operator is not liable for any increase or decrease in value of the tax credits, instruments or securities after a bargain is struck due to delayed or cancelled settlement. The blocked account cannot be used for making any transactions or the withdrawal of assets already pledged in a transaction prior to settlement.
26. Any future alterations of the terms of use require the subsequent approval of the user. In case of lack thereof, the Operator is entitled to cancel all of the hitherto made offers and return all of tax credits, instruments, securities, and/or cash at the user's escrow account unless the account has been blocked due to any documented violation of the regulations specified herein.
27. Any legal dispute in connection with the use of the platform shall be resolved in accordance with the applicable provisions of the law of the Commonwealth of Puerto Rico.