

MADRE TIERRA MINING TERMS OF USE

MADRE TIERRA MINING LTD., AND ITS SUBSIDIARIES. (TOGETHER, “MADRE TIERRA”, “WE”, “US”, “OUR” AND THE “COMPANY”) OPERATE THE WEBSITE LOCATED AT [HTTPS://WWW.MADRETIERRAGOLD.COM](https://www.madretierragold.com) (“SITE”).

THE TERMS AND CONDITIONS SET FORTH BELOW (“TERMS”) GOVERN YOUR USE OF THE SITE, SERVICES, AND APPLICATIONS OFFERED BY MADRE TIERRA (THE “SERVICES”) AND HOSTED HEREON THAT RELATE TO THE PORTAL. THESE TERMS ARE LEGALLY BINDING WITH RESPECT TO ALL ACTIVITIES AND SERVICES RELATING TO THE PORTAL. SOME OF THESE TERMS SURVIVE YOUR USE OF THE SITE.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE PORTAL AND THE RELATED SERVICES. YOUR USE OF THE PORTAL AND THE RELATED SERVICES SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

YOU AGREE THAT MADRE TIERRA MAY MAKE CHANGES TO THE TERMS AND SERVICES OFFERED ON THIS SITE AT ANY TIME. WE WILL NOTIFY YOU OF SUCH REVISIONS BY (I) POSTING AN UPDATED VERSION OF THESE TERMS ON THE SITE, (II) PROVIDING A NOTIFICATION OF THE CHANGES TO ALL REGISTERED USERS OF THIS SITE AND (III) DISCLOSING NEW TERMS ELSEWHERE ON THE SITE WHEN APPROPRIATE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS. YOUR CONTINUED USE OF THE SITE AND THE ASSOCIATED SERVICES SHALL CONSTITUTE YOUR CONSENT TO SUCH CHANGES TO THE TERMS.

By using the Portal, including by simply viewing it, you agree to these Terms. You agree the Terms are solely between you (and any person or entity you expressly represent to be acting as an agent for) and MADRE TIERRA. Failure to maintain compliance with the Terms may result in losing access to the Site, Portal and Services.

Visitors to the Site may view content on the Site, broadly defined as any text, graphics, other materials or information uploaded, downloaded or otherwise accessible through the Site (“Content”). Visitors to the Site may open an account as a “User” (a person who has an account on the Site that can neither accept nor make investments) or convert their User account to either an (i) “Issuer” account (for a private company offering securities on the Portal, an “Offering”), or (ii) “Investor” account (a person who has opened an account with the ability to make investments through the Portal). An account type will have a User ID (“User ID”). The only people who are authorized to create accounts on the Portal are authorized representatives of Issuers and prospective-investors with a substantial background in investment, financial markets and early-stage business, who understand the relevant risks and legal terms and are willing to bear the consequences. Issuers should note that Offerings on the Site are generally viewable by the general public. Please see Section IV(a). Account Registration and Password Protection for further information regarding the use and safeguarding of your User ID and passwords.

Investment opportunities on the Portal are only intended for Investors who are sophisticated enough to protect their own interests and can tolerate risk of capital loss.

I. Use of the Services

By accessing the Site (by invitation or otherwise) or by communicating with Issuers, Investors and other Users, you agree to (i) ensure at all times that information about you or provided by you (i.e., your Content) is true, accurate, current, complete and not misleading; and (ii) promptly comply with MADRE TIERRA's request for specific action(s) or additional Content. You are responsible for all activities that occur under your account. MADRE TIERRA may revoke your access to the Site and Services (including the Portal) at any time it determines that (a) you fail to fully comply with the foregoing obligations or with any provision of these Terms of Services, or (b) your action or inaction on the Site or in connection with the Services is inconsistent with MADRE TIERRA's mission to ensure transparent, compliant and good faith activities on the Site, including the maintenance of high standards of commercial conduct and integrity in relations to Offerings.

II. General Obligations

When using our Site and Services, you are promising not to violate the Community Rules of MADRE TIERRA as described below. Aside from your Content, all information, documents and Services provided on this Site, including trademarks, logos, graphics and images (the "Materials") are provided to you by MADRE TIERRA or other Users. Except as expressly stated herein, you acknowledge that you have no right, title or interest in or to the Materials. Furthermore, with regard to the Offerings hosted by the Portal, you shall not use related Content for any purpose other than seeking capital or assessing a potential investment.

The Services may invite you to participate in discussion forums viewable by the general public, or participate in blogs, message boards, and other functionality and may provide you with the opportunity to create, submit, post, transmit, publish or distribute Content through the Services. Any Content you distribute through the Site or otherwise provide through the Services will be treated as non-confidential and non-proprietary. All comments, feedback, suggestions, ideas, forum posts and other submissions disclosed, submitted or offered to the Company in connection with the use of the Services or otherwise, and any chat, blog, message board, online forum, text, email or other communication with the Company, is hereby licensed to the Company on a nonexclusive, worldwide, royalty-free, irrevocable, perpetual basis. In limited circumstances, MADRE TIERRA will accept submissions on a confidential basis (i.e., potential-Offering applications), these opportunities will be clearly marked as confidential, with any terms and conditions of such confidentiality included.

Furthermore, you cannot have any expectation that MADRE TIERRA evaluates, confirms, endorses, or otherwise stands behind any Content provided by any User, Investor, or Issuer. You may not treat any email or other information you receive as a result of your access to the Services as a representation of any kind by MADRE TIERRA on which you should rely. MADRE TIERRA is not qualified to provide legal, accounting, tax, or investment advice, and no information provided to you by MADRE TIERRA, its staff or its affiliates, can be so construed.

By using our Site and our Services, you agree and acknowledge in each instance that MADRE TIERRA is not an agent or otherwise a responsible entity for any matter whatsoever with respect to any investment between an Investor and an Issuer. MADRE TIERRA shall not be held liable to any party for any costs or damages arising out of or related to such transaction. Unless otherwise required by law, MADRE TIERRA retains sole discretion to reject or accept any application from any Issuer or Investor to participate on the Portal, for any reason or no reason at all.

III. Users' Obligations to Act Responsibly

a. Promises made by each User

1. You are making the following promises:

1. Requirements to Use the Site and Services

1. That you have the right, authority, and capacity to agree to the Terms on your own behalf and on behalf of any entity for whom you are acting for and to abide by all of the terms contained herein, and that if any aspect of your participation in MADRE TIERRA violates provisions of the law to which you or an entity you are acting for are subject, you (and, if applicable, such entity) will immediately cease using the Services and close your account;

2. That you are at least 18 years old;

3. That you shall not use a false name or email address owned or controlled by another person with the intent to impersonate that person or for any other reason;

4. That you shall not use a name that is subject to any rights of a person other than yourself without appropriate authorization;

5. That you shall not make multiple accounts of the same type using the Services;

6. That you shall be solely responsible for maintaining the confidentiality of your password;

7. That you will update your registration information with the Company, as needed, so that it remains true, correct and complete; and

8. That you will conduct yourself in a professional manner in all your interactions with MADRE TIERRA and with every User of the Site or Services.

2. Requirements Related to Issuers' Content on MADRE TIERRA's Portal

1. That you will only provide MADRE TIERRA with Content that you have a right to provide to MADRE TIERRA and to allow MADRE TIERRA to display through the Services;

2. That you have adequate rights to all copyrights, trademarks, trade secrets, intellectual property or other material provided by you for display by MADRE TIERRA, and that you understand that any other Content you find on or through MADRE TIERRA is the sole responsibility of the person who provided such Content;
 3. That you understand that your Content may be republished and if you do not have the right to submit Content for such use, it may subject you to liability, and that MADRE TIERRA will not be responsible or liable for any use of your Content by MADRE TIERRA in accordance with the Terms;
 4. That you understand that any false, incomplete or misleading information you post about an Issuer or an Offering may result in serious civil and criminal liability for yourself and/or the Issuer;
 5. That you will be solely responsible for complying with applicable law regarding any Offering you participate in or interact with;
 6. That you will obtain such professional advice as is appropriate to protect your interests, including legal, accounting, tax and other advice;
3. Requirements Related to Investors on MADRE TIERRA's Portal
1. That you are not relying on MADRE TIERRA to, and that you understand that we do not, endorse, support, represent or guarantee the completeness; truthfulness, accuracy or reliability of any Content or communications posted via the Services;
 2. That you understand that by using the Services, you may be exposed to Content that may be offensive, harmful, inaccurate or otherwise inappropriate, and that you have no claim against MADRE TIERRA for any such material;
 3. That you understand that the Service may include advertisements or other similar items, which may be related to Content, queries made through the Services, or other information, and you have no claim against MADRE TIERRA for the placement of advertising or similar content on the Services or in connection with the display of any Content or other information from the Services;
 4. That you will use your own judgment, conduct your own due diligence and seek any legal, financial, tax, accounting and other professional advice that may be appropriate before making any decision to invest;
 5. That you can tolerate the risk of losing any amount you invest through the Portal; and
 6. That you have reviewed and understand the risks and terms of any investment you commit to make through the Site.
- b. Community Rules

As required of all users of the Site, you will not, in connection with the Services or while engaging with the MADRE TIERRA community:

1. defame, libel, disparage, threaten, harass or intimidate anyone, including by the use of offensive comments related to race, national origin, gender, religion, sexual preference or physical or mental condition;
2. use any profane, obscene, pornographic or otherwise objectionable content or language;
3. promote or describe how to perform violence, illegal drug or substance abuse, or any other illegal activity;
4. violate the personal, privacy, contractual, intellectual property or other rights of any person;
5. reveal, with respect to personal or privacy rights, any personal information about another individual, including an address, phone number, email address, credit card number or other information that could be used to track, contact or impersonate that individual;
6. violate the Terms or any local, state, federal or non-U.S. law, rule or regulation;
7. trick, defraud, deceive or mislead the Company or other users of the Services, such as by submitting false reports of abuse or misconduct to the Company's support services, disguising the source of materials or other information you submit to the Services or using tools which anonymize your Internet protocol address to access the Services;
8. interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the Services of other users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as "spam" to other users, overloading, flooding or mail-bombing the Services, or scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services;
9. disparage, tarnish or otherwise harm, in the Company's opinion, the Company and/or the Services;
10. upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, such as viruses, worms, Trojan horses, spyware, adware or any other malicious or invasive code or program;
11. reverse engineer, decompile, reverse assemble, modify or attempt to discover or copy any software, source code or structure that the Services utilize to generate web pages or any software or other products or processes accessible through the Services;
12. access or search (or attempt to access or search) the Services by any means, such as any automated system or unauthorized script or software, other than currently available, published interfaces provided by MADRE TIERRA, unless you have been specifically allowed to do so in a separate agreement with MADRE TIERRA (note crawling the Services is permissible in

accordance with the Terms, but scraping the Services is expressly prohibited without the prior consent of MADRE TIERRA);

13. remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained in or on the Services or any website on which the Services are offered or on a Third-Party website and/or Company software on which Company code is embeddable or embedded on;
14. remove, obscure or change any notice, banner, advertisement or other branding on the Services;
15. submit any Content or material that falsely expresses or implies that such Content or material is sponsored or endorsed by the Company, a regulator, or any other third party;
16. interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on use of or access to the Services, such as probing or scanning the vulnerability of any system, network or breach;
17. sell access to the Services or any part thereof other than through a mechanism expressly approved by the Company in writing addressed to you exclusively;
18. claim any ownership right in any material, software or other intellectual property displayed on, published by or otherwise available through MADRE TIERRA, other than Content, software or intellectual property owned by you, without regard for its appearance on MADRE TIERRA;
19. copy or distribute Content except as specifically allowed in the Terms;
20. use any Content, or other information acquired from any user, or otherwise through your use of the Services, for commercial or investment activity outside of the Services, without prior written approval from the Company;
21. claim any right to access, view or alter any source code or object code of MADRE TIERRA;
22. use MADRE TIERRA to market services not authorized by MADRE TIERRA; or
23. market competing services to people identified through MADRE TIERRA.

IV. Miscellaneous Terms

a. Account Registration

Prior to gaining access to certain Services on the Site, MADRE TIERRA will require you to set up a User ID and password (the “Password(s)”) as set forth in the account registration procedures posted on the Site. Your User ID must be a name you have the right to use. You agree to comply with the procedures specified by MADRE TIERRA from time to time regarding obtaining and updating Passwords for your User ID. You agree to assume sole responsibility for the security of

Passwords issued to you. Passwords are subject to cancellation or suspension by MADRE TIERRA at any time, including upon the misuse of any and the reissuance or reactivation of Passwords. You agree to ensure that you will use your best efforts to prevent any Third-Party from obtaining your Passwords, and you shall inform MADRE TIERRA immediately in writing of any actual or potential unauthorized access to a Password or to the Site and/or Services.

In order to make investment commitments, you will be required to have a valid payment method associated with your account. If you have multiple payment methods associated with your account, you will be required to select the payment method you would like to use for each investment commitment made through your account. You are responsible for all charges to the payment method you select when making an investment commitment and disclaim all rights to seek reimbursement for overdraft fees or any other charges you may incur by changing your payment method after an investment commitment has been made.

b. Third-Party Content

Third parties may provide certain information and content to MADRE TIERRA (“Third-Party Content”). The Third-Party Content is, in each case, the copyrighted work of the creator/licensor, and may be subject to terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding such terms.

This Site may provide links to other websites or resources over which MADRE TIERRA does not have control (“External Websites”). Such links do not constitute an endorsement by MADRE TIERRA of those External Websites. You acknowledge that MADRE TIERRA is providing these links to you only as a convenience, and further agree that MADRE TIERRA is not responsible for the content of such External Websites. If you decide to leave MADRE TIERRA and access the External Websites or to use or install any External Website applications, software or content, you do so at your own risk and you should be aware that MADRE TIERRA's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from MADRE TIERRA or relating to any applications you use or install from the site. Your use of External Websites is subject to the terms of use and privacy policies located on the linked to External Websites.

c. Privacy Policy

Your use of the Site is governed by the MADRE TIERRA Privacy Policy that is available at <https://www.madretierragold.com/privacy> (the “Privacy Policy”).

d. Notice to California Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about MADRE TIERRA must be sent via certified mail to: **MADRE TIERRA, Inc., Legal Department, 1215 S. Kihei Rd., Kihei, HI 96753**. Furthermore, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

e. Amendments to the Terms

We may amend the Terms at any time in our sole discretion, effective upon posting the amended Terms at the domain of www.MADRE TIERRAthinker.com where the prior version of the Terms was posted, or by communicating these changes through any written contact method we have established with you. Your use of the Services following the date on which such amended Terms are published will constitute consent to the Terms.

f. Governing Law/Arbitration/Waiver of Injunctive Relief

Governing Law/Venue. The Terms and all aspects of the Service shall be governed by and construed in accordance with the internal laws of the United States and the State of Delaware governing contracts entered into and to be fully performed in Delaware (i.e., without regard to conflict of law's provisions) regardless of your location except that the arbitration provision shall be governed by the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). For the purpose of any judicial proceeding to enforce such award or incidental to such arbitration or to compel arbitration, or if for any reason a claim proceeds in court rather than in arbitration, the parties hereby submit to the non-exclusive jurisdiction of the state and Federal courts sitting in Delaware and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon it if sent by certified, express or registered mail addressed to it at the address set forth in the books and records of the Company, or if no such address has been provided, by email to the email address provided by the relevant parties to the Company in connection with their use of the Service. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Delaware and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in Delaware.

Injunctive and Equitable Relief. You acknowledge that the rights granted to MADRE TIERRA through the use of the Site are of a unique and irreplaceable nature, the loss of which shall irreparably harm the Company and which cannot be replaced by monetary damages alone. Nothing in these Terms shall prevent MADRE TIERRA from seeking injunctive or equitable relief (without the obligations of posting any bond or surety) with respect to these Terms, in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms ("Dispute"), you and the Company agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to .

Binding Arbitration. If you and the Company are unable to resolve a Dispute through informal negotiations, either you or the Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration in accordance

with the rules of FINRA DR. Any election to arbitrate by one party shall be final and binding on the other. You hereby agree to arbitrate any controversy or claim before FINRA DR in the State of Hawaii. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

This provision contains a pre-dispute arbitration clause. By using the Site as an Investor, you are entering into an arbitration agreement, by which the parties agree as follows:

- (A) All parties to the Terms are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first scheduled hearing date.
- (E) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into the Terms."
- (H) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the investor is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under the Terms except to the extent stated herein.

As you consent to the Terms by your use of the Site, you acknowledge that you can locate this pre-dispute arbitration clause using a search function on your webpage and that you have received a copy of this pre-dispute arbitration clause by or through your access of the Site. We can provide you proof of when you consented to the Terms, specifically this pre-dispute arbitration clause within ten (10) business days of receipt of your request, we will provide you with a copy of any pre-dispute arbitration clause or investor agreement executed between you and us. Upon your written request, we will provide you with the names of, and information on

how to contact or obtain the rules of, all arbitration forums in which a claim may be filed under the Terms.

Except as otherwise provided in these Terms, you and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The arbitrator(s) shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance. You and we agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity.

Restrictions/No Class Actions. Except as prohibited by law or FINRA DR, you and the Company agree that any arbitration shall be limited to the Dispute between the Company and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exclusive Process. You acknowledge that the arbitrator(s), and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability or formation of the Terms, including but not limited to any claim that all or any part of these Terms are void or voidable. Without limiting the generality of the foregoing, the arbitrator shall have the exclusive authority to interpret the scope of this clause, and the arbitrability of the controversy, claim or dispute.

Exceptions to Informal Negotiations and Arbitration. You and the Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or the Company's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

To the extent non-U.S. laws mandate a different approach with respect to governing law, venue, statute of limitation, and dispute resolution method with respect to certain non-U.S. persons, each such required standard shall be applied, but all other provisions under this Section IV(f) shall remain in full force.

g. Waiver/Severability

The failure of the Company to require or enforce strict performance by you of any provision of the Terms or to exercise any right thereunder shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or

any other instance. In fact, the Company may choose to enforce certain portions of the Terms more strictly or to interpret certain provisions more strictly against certain users than it does against users in general, and such disparate treatment shall not be grounds for failing to comply with the Terms as so interpreted.

You and the Company agree that if any portion of the Terms are found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

h. Statute of Limitations

You and the Company both agree that regardless of any statute or law to the contrary but only to the extent permissible by law in each relevant jurisdiction, any claim or cause of action arising out of or related to use of the Services, these Terms or our Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

i. No Third-Party Beneficiaries

This agreement is between you and the Company. No User has any rights to force the Company to enforce any rights it may have against any you or any other user, except to the extent that Issuers may enforce their own intellectual property rights related to Content offered through the Services.

j. Government Use

If You are a part of an agency, department, or other entity authorized by the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the any of our products or Services is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Services and any related software are "commercial item," "commercial computer software" and "commercial computer software documentation". In accordance with such provisions, any use of the Services by the Government shall be governed solely by these Terms.

k. Indemnification

You agree to defend, indemnify and hold harmless MADRE TIERRA and its affiliates, representatives, partners, agents and employees from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, that arise out of or in connection with your use of the Site and/or the Services or breach of these Terms.

l. Disclaimer of Warranty

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND/OR THE SERVICES ARE BEING PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND MAY INCLUDE CERTAIN ERRORS, OMISSIONS, OUTDATED INFORMATION WHICH MAY AFFECT THE QUALITY OF THE CONTENT. YOU ACKNOWLEDGE THAT THE CONTENT HAVE NOT BEEN INDEPENDENTLY VERIFIED OR AUTHENTICATED IN WHOLE OR IN PART BY MADRE TIERRA, AND AGREE THAT MADRE TIERRA DOES NOT WARRANT THE ACCURACY OR TIMELINESS OF THE CONTENT AND FURTHER AGREE THAT MADRE TIERRA HAS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT, WHETHER PROVIDED BY MADRE TIERRA OR ITS LICENSORS. MADRE TIERRA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SITE'S UP TIME NOR THE USABILITY OR ACCESSIBILITY OF THE SITE BY USERS, INVESTORS, ISSUERS OR VISITORS OF THE SITE.

MADRE TIERRA, FOR ITSELF AND EACH OF ITS LICENSORS, MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED ON THE SITE AND/OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE CONTENT AND ANY THIRD-PARTY CONTENT. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND/OR THE SERVICES AND ANY INFORMATION OR MATERIAL CONTAINED ON THE SITE IS PROVIDED TO YOU ON AN "AS IS" BASIS AND IS FOR PERSONAL USE OR INTERNAL BUSINESS USE ONLY. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED. MADRE TIERRA PROVIDES THE SERVICES "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND.

WE MAKE NO REPRESENTATION THAT THE CONTENT ON THIS SITE CONFORM TO YOUR LOCAL LAWS, AND IF YOU ARE ACCESSING THIS SITE FROM A LOCATION OUTSIDE THE UNITED STATES, YOU ALONE ARE RESPONSIBLE FOR COMPLIANCE WITH YOUR LOCAL LAWS. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

m. Limitation of Liability

IN THE CASE OF NEGLIGENCE, NEITHER MADRE TIERRA, NOR ANY OF ITS AFFILIATES, NOR ANY PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, THIRD-PARTY PROVIDERS, OR CONTENT PROVIDERS OF THE FOREGOING SHALL BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY FORM OF

DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF OR RELATED TO THE USE OR ATTEMPTED USE OF THE SITE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO, TECHNICAL ERRORS, ACCIDENTAL ERRORS, YOUR INABILITY TO ACCESS THE SITE, THE RESULTS OF YOUR USE OF THE SITE AND/OR THE SERVICES, OR ANY EXTERNAL WEBSITES LINKED TO THIS SITE, OR THE CONTENT ON THE SITE, HOWEVER ARISING, WHETHER FOR BREACH OR IN TORT, EVEN IF MADRE TIERRA WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT MADRE TIERRA OR ANY OF ITS PARTNERS, AGENTS, THIRD-PARTY PROVIDERS OR CONTENT PROVIDERS ARE FOUND TO BE GROSSLY NEGLIGENT OR WILLFUL IN THEIR MISCONDUCT, BY AN ARBITRATOR AUTHORIZED TO ACT BY THESE TERMS, DAMAGES WILL BE LIMITED TO (i) THE VALUE OF YOUR INVESTMENT FOR INVESTORS, (ii) \$0.01 FOR USERS, OR (iii) THE TOTAL AMOUNT OF MADRE TIERRA'S COMMISSION FOR EACH ISSUERS' RELEVANT OFFERING WITH RESPECT TO AN ISSUER.

n. E-Signature and E-Delivery (Electronic Signature (E-Sign) and Uniform Electronic Transactions Act (UETA) Disclosure)

THIS E DISCLOSURE AND CONSENT IS PROVIDED IN COMPLIANCE WITH THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 USC §7001, ET SEQ. ("E-SIGN ACT") AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT, AS ADOPTED BY THE VARIOUS STATES. BY USING THIS SITE, VISITORS AND USERS THEREBY AGREE TO THESE TERMS IN THEIR ENTIRETY, WHICH MAY BE AMENDED FROM TIME TO TIME. RELEVANT AGREEMENTS GOVERNING SPECIFIC TRANSACTIONS AND ACTIVITIES ON THE SITE ARE TYPICALLY AGREED TO VIA ELECTRONIC SIGNATURES, EVIDENCED BY THE RELEVANT PARTIES SELECTING "ACCEPT" BUTTON OR CONFIRMING VIA OTHER FORMS OF ELECTRONIC COMMUNICATION ("ELECTRONIC SIGNATURE"). YOU AGREE YOUR ELECTRONIC SIGNATURE IS THE LEGAL EQUIVALENT OF YOUR MANUAL/HANDWRITTEN SIGNATURE. BY SELECTING "I ACCEPT" USING ANY DEVICE, MEANS OR ACTION, YOU CONSENT TO THE LEGALLY BINDING TERMS AND CONDITIONS OF THE RELEVANT AGREEMENT. YOU ALSO AGREE THAT NO CERTIFICATION AUTHORITY OR OTHER THIRD-PARTY VERIFICATION IS NECESSARY TO VALIDATE YOUR E-SIGNATURE, AND THAT THE LACK OF SUCH CERTIFICATION OR THIRD-PARTY VERIFICATION WILL NOT IN ANY WAY AFFECT THE ENFORCEABILITY OF YOUR E-SIGNATURE OR THE RELEVANT AGREEMENT. YOU HAVE THE RIGHT TO WITHDRAW YOUR CONSENT AT ANY TIME. TO WITHDRAW CONSENT, YOU MAY SEND A WRITTEN REQUEST BY E-MAILING TEAM@MADRE TIERRATHINKER.COM. IF CONSENT IS WITHDRAWN, MADRE TIERRA RESERVES THE RIGHT TO DISCONTINUE YOUR ACCESS TO THE SITE, TERMINATE ANY AND ALL AGREEMENTS WITH YOU OR OTHER PARTIES HOSTED ON THE SITE, AND/OR CHARGE YOU ADDITIONAL FEES FOR PAPER COPIES. IF, AFTER YOU CONSENT TO PROVIDE YOUR SIGNATURE ELECTRONICALLY, AND YOU WOULD LIKE A PAPER COPY OF AN ELECTRONIC SIGNATURE, YOU MAY REQUEST A COPY WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE ELECTRONIC SIGNATURE BY CONTACTING

MADRE TIERRA AS DESCRIBED ABOVE. MADRE TIERRA WILL SEND YOUR PAPER COPY TO YOU BY U.S. MAIL. IN ORDER FOR MADRE TIERRA TO SEND PAPER COPIES TO YOU, YOU MUST HAVE A CURRENT STREET ADDRESS ON FILE WITH MADRE TIERRA AS YOUR PRIMARY MAILING ADDRESS. IF YOU REQUEST PAPER COPIES, YOU UNDERSTAND AND AGREE THAT MADRE TIERRA MAY CHARGE YOU A PAPER COMMUNICATIONS FEE FOR EACH COMMUNICATION AT THE CURRENT RATE DETERMINED BY THE COMPANY.

CONSENT TO ELECTRONIC DELIVERY. AS A USER OF THIS PORTAL, YOU SPECIFICALLY AGREE TO RECEIVE, OBTAIN, AND/OR SUBMIT ANY AND ALL DOCUMENTS AND INFORMATION ELECTRONICALLY. THESE DOCUMENTS AND INFORMATION WILL BE COLLECTIVELY KNOWN AS "ELECTRONIC COMMUNICATIONS," AND WILL INCLUDE, BUT NOT BE LIMITED TO, ANY AND ALL CURRENT AND FUTURE REQUIRED NOTICES AND/OR DISCLOSURES, AND ALL RELEVANT AGREEMENTS RELATING TO YOUR ACTIVITIES ON THE SITE. YOU ACCEPT ELECTRONIC COMMUNICATIONS PROVIDED VIA EMAIL AS REASONABLE AND PROPER NOTICE FOR THE PURPOSE OF FULFILLING ANY AND ALL RULES AND REGULATIONS AND AGREE THAT SUCH ELECTRONIC COMMUNICATIONS FULLY SATISFY ANY REQUIREMENT THAT COMMUNICATIONS BE PROVIDED TO YOU IN WRITING OR IN A FORM THAT YOU MAY KEEP. AS A USER OF THIS PORTAL, YOU ARE RESPONSIBLE FOR KEEPING YOUR PRIMARY EMAIL ADDRESS ON FILE WITH MADRE TIERRA UP TO DATE, SO THAT MADRE TIERRA CAN COMMUNICATE WITH YOU ELECTRONICALLY. YOU UNDERSTAND AND AGREE THAT IF MADRE TIERRA SENDS YOU AN ELECTRONIC COMMUNICATION, BUT YOU DO NOT RECEIVE IT BECAUSE YOUR PRIMARY EMAIL ADDRESS ON FILE IS INCORRECT, OUT OF DATE, BLOCKED BY YOUR INTERNET SERVICE PROVIDER, OR YOU ARE OTHERWISE UNABLE TO RECEIVE ELECTRONIC COMMUNICATIONS, MADRE TIERRA STILL WILL BE DEEMED TO HAVE PROVIDED THE COMMUNICATION TO YOU.