

TERMS OF SERVICE

Last Revised on 1 March 2024

Welcome to the Terms of Service (these “**Terms**”) for the website <https://skystrife.xyz/> (the “**Website**”), the Sky Strife game (the “**Game**”), including all smart contracts underlying the Game (“**Game Protocol**”) and all other content and functionalities accessible via our Website and the Game (collectively, the “**Services**”), in each case operated by or on behalf of Lattice Labs Ltd. (“**Company**,” “**we**,” or “**us**”).

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services. For clarity, the Services do not include the Redstone protocol or the Ethereum protocol. You acknowledge and agree that we make no representations and warranties with respect to such protocols and your use thereof in connection with the Services is entirely at your own risk.


For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

THESE TERMS CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED BELOW.

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1. SERVICES

- 1.1 Description of the Game. The Game offered via the Services is a real-time strategy game whose state and logic exist on an open blockchain, as described in our documentation for the Game. Our Website is an interface to access the Game via a web browser. However, as a blockchain-integrated game, there may be other ways to engage with or otherwise play the Game other than by using the Website's interface. Since the Game Protocol is open source, other developers may in the future create their own interfaces to function with the Game or engage with the Game directly through the underlying blockchain protocols. You acknowledge and agree that we make no representations and warranties with respect to your use of or engagement with the Game other than through the Website. Your use of or engagement with the Game outside of the Website is entirely at your own risk. For clarity and notwithstanding anything to the contrary contained in these Terms, you acknowledge and agree that the Game Protocol and certain other elements related to the Game are made available by the Company under one or more open source license agreement, and these Terms will not be interpreted to supersede or override the scope of such open source license agreements.
- 1.2 Orb. The Services may enable you to earn  tokens (“**Orb**”) by playing the Game. Orb is the in-Game token that is intended for use solely within the Services to summon new Game matches. **Orb has no monetary value, surrender value or transfer value, and does not constitute currency or property of any type. Orb is not redeemable or refundable from us.** Within the services, Orb may not be assigned or transferred to any person, except as otherwise permitted by us. We reserve the right to limit the quantity of Orb you can accumulate via the Services. Any use of Orb outside of the Services is entirely at your own risk.
- 1.3 Season Pass. The Services allow you to purchase a Game season pass token (“**Season Pass**”) from the Company at a price we determine from time to time. A Season Pass is valid only for use within the Game for the applicable Game season (“**Game Season**”) indicated on such Season Pass. If you are the lawful owner of a Season Pass, during the applicable Game Season, we may provide you with the ability to access certain additional content, features and functionality of the Game, such as access to certain Game matches that can be played without using any of your Orb and additional Game match configurations. **A Season Pass has no monetary value, surrender value or transfer value, and does not constitute currency or property of any type. A Season Pass is not redeemable, refundable or eligible for any fiat or virtual currency or anything else of value from us.** A Season Pass is non-transferable and non-tradable and cannot be transferred outside of the Wallet (as defined below) that you use to claim or purchase such Season Pass. We make no promises or guarantees regarding the functionality, utility, or value of a Season Pass, and such Season Pass may evolve and change as we update and modify the Game. The Company hereby makes all artwork and content associated with each Season Pass freely available for use by the public under the terms of the Creative Commons CC0 1.0 Universal, a copy of which is available here: <https://creativecommons.org/publicdomain/zero/1.0/legalcode>.
- 1.4 Offering. We allow you to purchase Season Passes and other Services-related offerings (collectively, “**Offerings**”) directly from us. To facilitate transactions via the Services, we have integrated with one or more third party payment processors, smart contracts, blockchains, exchanges and services. We do not own or control these third-party or decentralized services; we do not control the transfer of cryptocurrency or digital assets, including Season Passes, using these blockchain services or decentralized protocols, and we do not have the ability to cancel or reverse certain transactions via these third-party or decentralized services. There may also be third party fees, including, for example, gas blockchain or similar network fees, in connection with certain of your transactions on the Services, which you agree to pay. Although we will attempt to

provide accurate fee information, any such information reflects our estimate of fees, which may vary from the fees actually paid to transact via an applicable blockchain. We are not responsible for any fees charged by a third party. In certain cases, your transactions through the Services may not be successful due to an error with the blockchain or the Wallet. We accept no responsibility or liability to you for any such failed transactions, or any transaction or gas fees that may be incurred by you in connection with such failed transactions. You acknowledge and agree that all information you provide with respect to transactions on the Services is accurate, current and complete, and you have the legal right to use such payment method. Except as may otherwise be provided in these Terms, we do not control or endorse purchases or sales of Season Passes, Orbs or other Offerings outside of the Services.

- 1.5 Wallets. To use certain of the Services, you may need to connect a compatible third-party digital wallet (“**Wallet**”) with the Services. By using a Wallet in connection with the Services, you agree that you are using the Wallet under the terms and conditions of the applicable third-party provider of such Wallet. Wallets are not associated with, maintained by, supported by or affiliated with the Company. When you interact with the Services, you retain control over your digital assets at all times. We accept no responsibility or liability to you in connection with your use of a Wallet, and we make no representations or warranties regarding how the Services will operate or be compatible with any specific Wallet. **The private keys necessary to access the assets held in a Wallet are not held by the Company. The Company has no ability to help you access or recover your private keys and/or seed phrases for your Wallet. You are solely responsible for maintaining the confidentiality of your private keys and you are responsible for any transactions signed with your private keys.**
- 1.6 Promotional Codes. We may offer certain promotional codes, referral codes, discount codes, coupon codes, or similar offers (“**Promotional Codes**”) that may be redeemed for discounts on future Offerings, or other features or benefits related to the Services, subject to any additional terms that the Company establishes. You agree that Promotional Codes: (a) must be used in a lawful manner; (b) must be used for the intended audience and purpose; (c) may not be duplicated, sold, or transferred in any manner, or made available by you to the general public (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by the Company; (d) may be disabled or have additional conditions applied to them by the Company at any time for any reason without liability to the Company; (e) may only be used pursuant to the specific terms that the Company establishes for such Promotional Code; (f) are not valid for cash or other credits or points; and (g) may expire prior to your use.
- 1.7 Changes and Pricing. We may, at any time, revise or change the pricing, availability, specifications, content, descriptions, or features of any Offerings sold by us, and to correct pricing errors that may inadvertently occur (and to cancel any orders in our sole discretion that were purchased with pricing errors). All such changes shall be effective immediately upon posting of such new Offerings prices to the Services. While we attempt to be as accurate as we can in our descriptions for the Offerings, we do not warrant that Offerings descriptions are accurate, complete, reliable, current, or error-free. The inclusion of any Offerings for purchase through the Services at a particular time does not imply or warrant that the Offerings will be available at any other time. We reserve the right to change prices for Offerings displayed on the Services at any time.
- 1.8 Purchases Made for Consumptive Use. You acknowledge and affirm that you are acquiring Offerings for purposes of use in connection with the Services and, in the case of the Season Passes and Orb, to play the Game or for other collectible purposes, and in each case not for any investment or speculative purposes. Any economic benefit that may be derived from appreciation

in the value of an Offering, Season Pass or Orb is incidental to obtaining it for its use in connection with the Services or its collectible purpose.

- 1.9 **ALL SALES FINAL.** ALL PURCHASES MADE THROUGH THE SERVICES ARE FINAL AND NON-REFUNDABLE, EXCEPT AS REQUIRED BY APPLICABLE LAW OR REGULATION (AND IN SUCH INSTANCES WHERE REQUIRED BY APPLICABLE LAW, THE COMPANY'S ABILITY TO ISSUE ANY SUCH REFUND IS LIMITED TO WHETHER THE APPLICABLE SMART CONTRACT ENABLES THE COMPANY TO REASONABLY REVERSE OR CANCEL A TRANSACTION). NEVERTHELESS, YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT IN MOST CASES HAVE THE ABILITY TO REVERSE OR CANCEL A TRANSACTION AND IS NOT REQUIRED OR OBLIGATED TO PROVIDE A REFUND OF ANY PURCHASE FOR ANY REASON.

- 1.10 **Secondary Transactions.** There may be secondary marketplaces on third party platforms that allow you to buy, sell, trade or transact in Orbs or our Offerings. We are not party to any sales agreements between buyers and sellers in such secondary transactions and we're not responsible for any breach or default by a buyer or seller. If you have a dispute with one or more users in connection with a secondary transaction, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) 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 only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. We may not be able to control the actions of any third party marketplaces, and we make no promises or guarantees of any kind regarding such third party marketplaces.

- 1.11 **Updates; Monitoring.** From time to time and in our sole discretion, we may make improvements, modifications or updates to the Services, including but not limited to changes and updates to the underlying software, infrastructure, security protocols, technical configurations or service features (the "**Updates**"). Your continued access and use of the Services are subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us. Although the Company is not obligated to monitor access to or participation in the Services, it has the right to do so for the purpose of operating the Services, to ensure compliance with the Terms and to comply with applicable law or other legal requirements.

2. LOCATION OF OUR PRIVACY POLICY

- 2.1 **Privacy Policy.** Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at [\[INSERT URL\]](#).

3. ELIGIBILITY; RIGHTS WE GRANT YOU; USAGE LIMITATIONS

- 3.1 **Eligibility.** You must be 18 years of age or older and not be a Prohibited Person to use the Services. A "**Prohibited Person**" is any person or entity that is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the E.U. Consolidated List of persons and the U.K.

Consolidated List of Financial Sanctions Targets, (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as “terrorist supporting” by the United Nations or the governmental authority of the European Union, United Kingdom or the United States, or (c) owned or controlled by such persons or entities listed in (a)-(b). You acknowledge and agree that you are solely responsible for complying with all applicable laws of the jurisdiction you are located or accessing the Services from in connection with your use of the Services. By using the Services, you represent and warrant that you meet these requirements and will not be using the Services for any illegal activity or to engage in the prohibited activities in Section 3.3.

3.2 License Grant.

- (a) Subject to your compliance with these Terms, the Company hereby grants to you, a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to access and use the software provided to you as part of the Services (and, to the extent we offer you any software for download as part of the Services, such as the Game client, to download, install, and execute a single copy of such software onto your personal equipment or device). This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms, and subject to the use restrictions described below. Your access and use of the Services 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 Services or other actions that Company, in its sole discretion, may elect to take.
- (b) Subject to these Terms and your compliance thereof, the Company grants to you a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to reproduce and display the Sky Strife name and logo and the Game’s artwork and audiovisual assets, in each case, solely in connection with tools and services you develop for the Game, including other interfaces to access the Game (“**User Developed Game Services**”). Any User Developed Services must include a prominent disclaimer that your User Developed Game Service is not affiliated with, or endorsed by, the Company in any way and you must ensure that you do not use the Sky Strife name or logo or other Game content in a manner that is likely to cause confusion or deception about the source of your User Developed Game Services. We may provide quality control guidelines from time to time, and you agree to have your User Developed Game Services comply with such guidelines. Notwithstanding anything herein to the contrary, we may at any time and in our sole discretion revoke the license granted in this Section 3.2(b) and, if we revoke such license, you agree to immediately remove and discontinue any reproduction of any of our Sky Strife name, logo or Game content in connection with your User Developed Game Services.

3.3 Restrictions On Your Use of the Services. You may not do, or assist others in doing, any of the following, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) Use the Company’s name, logo or trademarks without the Company’s prior written approval or as otherwise authorized by the Company under Section 3.2(b) above;
- (b) engage in manipulative activity that violates the integrity of the prices of Season Passes;

- (c) attempt to gain unauthorized access to, interfere with, damage, or disrupt the Services,, or the computer systems or networks connected to the Services, including using the Services in a manner that constitutes excessive or abusive usage;
 - (d) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;
 - (e) introduce any viruses, trojan horses, worms, logic bombs, or other materials that are malicious or technologically harmful into our systems;
 - (f) use the Services in such a way as to infringe the privacy, intellectual property rights, or other rights of third parties;
 - (g) violate any applicable law or regulation in connection with your access to or use of the Services; or
 - (h) access or use the Services in any way not expressly permitted by these Terms.
- 3.4 Use of the Services. You are responsible for providing the computer, mobile device, wireless service plan, software, Internet connections, and/or other equipment or services that you need to download, install, and use any aspect of the Services. We do not guarantee that any aspect of the Services can be accessed and used on any particular device or with any particular service plan. We do not guarantee that any aspect of the Services or will be available in, or that orders for Offerings can be placed from, any particular geographic location.
- 3.5 Interactions with Other Users on the Services. You are responsible for your interactions with other users on or through the Services, including the Game. While we reserve the right to monitor interactions between users, we are not obligated to do so, and we cannot be held liable for your interactions with other users, or for any user's actions or inactions. If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) 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 only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

4. OWNERSHIP AND CONTENT

- 4.1 Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, user interface, design, images, logos, icons, software), Game content (including Game audiovisual assets and artwork), data, information, and other materials, are protected under copyright, trademark, and other intellectual property laws. You agree that the Company and/or its licensors own all right, title, and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content (other than Your Content, defined below), including, without limitation, the exclusive right to create derivative works.
- 4.2 Ownership of Trademarks. The Company's name and logo and the name of the Game, Sky Strife, and all related names, logos, product and service names, designs, and slogans are trademarks of

the Company or its affiliates or licensors. Other names, logos, product and service names, designs, and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

4.3 Feedback. We welcome feedback, bug reports, comments, and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

4.4 Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services (“**Your Content**”), such as user profiles, comments, user avatars, guild names, sound files, images, music files, game assets, and other user generated content. In order to operate the Services, we must obtain from you certain license rights in Your Content so that actions we take in operating the Services are not considered legal violations. Accordingly, by using the Services and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content to be able to operate and provide the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide, and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify, or include a copy of Your Content as part of their own use of the Services; except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the Services. To the fullest extent permitted by applicable law, the Company reserves the right, and has absolute discretion (without being obliged), to remove, screen, edit, or delete any of Your Content at any time, for any reason, and without notice. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

4.5 Notice of Infringement – DMCA Policy

If you believe that any text, graphics, photos, audio, videos, or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 U.S.C. § 512(c) of the Digital Millennium Copyright Act (the “**DMCA**”), by providing the following information in writing:

- (a) identification of the copyrighted work that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Services;
- (c) information for our copyright agent to contact you, such as an address, telephone number, and e-mail address;
- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent, or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by mail to: Lattice Labs Ltd., Attn: Legal Department, 167-169 Great Portland Street, 5th Floor, London W1W 5PF; or by e-mail to dmca@lattice.xyz. We will endeavour to respond expeditiously to any such valid notices to remove such infringing content from the Services, provided that we may not be able to remove such content if it is content recorded on the blockchain (although in such instance, we will use good faith efforts to prevent such content from being displayed on the Website). It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others when using the Services.

5. **THIRD-PARTY SERVICES AND MATERIALS**

- 5.1 Third Party Services and Materials. The Services may display, include or make available services, content, data, information, applications or materials from third parties (“**Third-Party Services and Materials**”) or provide links to certain third party websites. The Company does not endorse any Third-Party Services and Materials. You agree that your access and use of such Third-Party Services and Materials is governed solely by the terms and conditions of such Third-Party Services and Materials, as applicable. The Company is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services and Materials, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services and Materials. The Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services and Materials or websites. You irrevocably waive any claim against the Company with respect to such Third-Party Services and Materials. We are not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Third-Party Services and Materials, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services and Materials. Third-Party Services and Materials and links to other websites are provided solely as a convenience to you.

6. **TERMINATION**

- 6.1 You acknowledge and agree that the Company, in its sole and absolute discretion, may (i) stop providing support for or access to the Services at any time, for any reason or no reason, and (ii)

terminate your right to use the Services and terminate these Terms immediately at any time without notice or liability to you.

- 6.2 In the event of termination of these Terms or your rights or license granted hereunder, you must (i) cease to use the Services; (ii) immediately and permanently remove from all of your devices all aspects of the Services in your possession and control. Upon termination of these Terms for any reason, all licenses granted herein immediately shall terminate.

7. DISCLAIMERS; LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimers.

- (a) Your access to and use of the Services and the blockchain protocols utilized in connection with the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES RELATING TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT, USAGE, QUALITY, PERFORMANCE, SUITABILITY OR FITNESS OF THE SERVICES AND THE PROTOCOL FOR ANY PARTICULAR PURPOSE, OR AS TO THE ACCURACY, QUALITY, SEQUENCE, RELIABILITY, WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN WHETHER LATENT OR PATENT. To the maximum extent permitted under applicable law, the Company Entities make no warranty or representation and disclaim all responsibility and liability, however caused and under any theory of liability, whether under these terms or otherwise arising in any way in connection with the services or these terms and whether in contract, strict liability or tort (including negligence or otherwise) even if the company entities have been advised of the possibility of such damage, for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services and the blockchain protocols and/or smart contracts utilized in connection with the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or the blockchain protocols utilized in connection with the Services; (c) the operation or compatibility with any other application or any particular system or device, including any Wallets; (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; (e) whether the Services will protect your assets from theft, hacking, cyber attack, or other form of loss caused by third party conduct; and (f) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. Nothing contained in the Services constitutes, or is meant to constitute, financial, legal or other professional advice of any kind. If you require advice in relation to any financial, legal or other professional matter you should consult an appropriate professional. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, in each case before, on, or after the date on which these Terms are entered into, will create any warranty or representation not expressly made herein.
- (b) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN

SECTION 7.2 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

- (c) THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.
- (d) YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.

7.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE FOR INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES FOR THE SERVICES, IF ANY, IN THE PAST SIX (6) MONTHS GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.3 Acknowledgement; Assumption of Risks.

- (a) By using the Services, you represent that you have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain technologies, cryptocurrencies and other digital assets, storage mechanisms (such as Wallets), and blockchain-based software systems to be able to assess and evaluate the risks and benefits of the Services contemplated hereunder, and will bear the risks thereof, including loss of all amounts paid, and the risk that the cryptocurrencies and other digital assets may have little or no value. You acknowledge and agree that there are risks associated with purchasing and holding cryptocurrency and using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.
- (b) You acknowledge that cryptocurrencies and other similar digital assets are neither (i) deposits of or guaranteed by a bank nor (ii) insured by the FDIC or by any other governmental agency.

- (c) The regulatory regime governing blockchain technologies, cryptocurrencies and other digital assets is uncertain, and new regulations or policies may materially adversely affect the potential utility or value of such cryptocurrencies and digital assets. There also exists the risks of new taxation of the purchase or sale of cryptocurrencies and other digital assets.
 - (d) Smart contracts execute automatically when certain conditions are met. We do not have the ability to reverse a transaction that is recorded on a public blockchain. You are responsible for ensuring that any details entered you enter in connection with a transaction using any smart contracts are accurate and complete. We are not responsible for any losses due to your errors, including an incorrectly constructed transaction. Further, since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects to digital assets, including but not limited to significant volatility and risk of loss.
 - (e) You acknowledge that there are inherent risks associated with using or interacting with public blockchains and blockchain technology. There is no guarantee that such technology will be unavailable or subject to errors, hacking or other security risks. Underlying blockchain protocols may also be subject to sudden changes in operating rules, including forks, and it is your responsibility to make yourself aware of upcoming operating changes.
- 7.4 Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; (d) your negligence or wilful misconduct; [or (e) Your Content]. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.
- 7.5 Third Party Beneficiaries. You and the Company acknowledge and agree that the Company Entities (other than the Company) are third party beneficiaries of Sections 7 and 8 of these Terms and have the right to enforce the relevant terms by reason of the Contracts (Rights of Third Parties) Act 1999.
- 7.6 Taxes. You are solely responsible to pay any and all sales, use, value-added, and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of the Services. Except for income taxes levied on us, you: (a) will be solely responsible for reporting any tax obligations when, if ever, such obligations arise as a result of your use of the Services or in relation to an Offering; (b) will pay or reimburse Company for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value added taxes and other taxes as may be required, and amounts levied in lieu thereof based on charges set, services performed, or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local, or any other taxing jurisdiction; and (c) will not be entitled to deduct the amount of any such taxes, duties, or assessments from payments (including transaction fees) made to us pursuant to these Terms.

Neither these Terms nor any other communication from the Company constitutes tax advice, and users are solely responsible for determining what, if any, taxes apply to their interaction with Offerings and the Services.

8. GOVERNING LAW; ARBITRATION; CLASS ACTION WAIVER

8.1 PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

8.2 Informal Process First. You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

8.3 Arbitration Agreement. After the informal dispute resolution process, any remaining dispute, controversy, or claim relating in any way to these Terms, and any non-contractual rights or obligations arising out of or in connection with them, the Services, any use or access or lack of access thereto, and any other usage of the Game even if interacted with outside of the Website (collectively, “**Claim**”), will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by mandatory final and binding individual (not class) arbitration. You and the Company further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited disclosure than in court. The arbitrator must follow this agreement and can award damages and grant relief as if he or she were a court of law in England & Wales (including, if applicable, costs), except that the arbitrator may not grant declaratory or injunctive relief in favour of anyone but the parties to the arbitration. The arbitration provisions set forth in this Section 8 will survive termination of the Terms.

8.4 Rules of Arbitration. The arbitration shall be subject to the Rules of Arbitration of the London Court of International Arbitration (the “**LCIA Rules**”) in force at the time of commencement of arbitration. The arbitration will be administered by the London Court of International arbitration (the “**LCIA**”). There shall be only one arbitrator appointed in accordance with the LCIA Rules. Any arbitration will be conducted in the English language. 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. ANY ARBITRAL AWARD MAY BE ENFORCED IN ANY COURT HAVING JURISDICTION OVER THE PARTY (OR OVER THE ASSETS OF THE PARTY) AGAINST WHOM SUCH AN AWARD IS RENDERED.

8.5 Time for Filing. ANY ARBITRATION AGAINST COMPANY MUST BE COMMENCED BY SERVING A REQUEST FOR ARBITRATION ON THE COMPANY BY EMAIL TO legal@lattice.xyz REQUESTING THAT THE DISPUTE BE REFERRED TO ARBITRATION WITHIN ONE (1) YEAR AFTER THE DATE THE USER ASSERTING THE CLAIM FIRST FOUND OUT OR REASONABLY SHOULD HAVE FOUND OUT THE ALLEGED ACT,

OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM IF NO REQUEST FOR ARBITRATION IS SERVED ON COMPANY WITHIN THAT TIME PERIOD.

- 8.6 Notice. If we request arbitration against you, we will serve the Request for Arbitration at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective and sufficient for all purposes, including without limitation to determinations of the adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with the Company is up-to-date and accurate.
- 8.7 Confidentiality. You and the Company agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration shall not be disclosed to third party except the tribunal, the LCIA, the parties, their counsels, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other persons necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose such confidential information to the extent that disclosure is required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of the Terms and conclusion or stay of any arbitration brought pursuant to the Terms.
- 8.8 Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to legal@lattice.xyz. The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.
- 8.9 **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.** You and the Company agree that any claims relating to the Terms or to your relationship with the Company as a user (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Terms) shall be brought against the Company in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class, group litigation order, collective proceedings order, or representative action. You further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of the Company. You hereby waive your rights to file a combined arbitration brought by multiple claimants against the Company, and/or to seek the consolidation of multiple arbitrations and the joinder of additional parties to any arbitration. Any tribunal constituted under this agreement shall have no powers of consolidation or joinder, or any other basis to determine any claims other than on an individual basis.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

9. ADDITIONAL PROVISIONS

- 9.1 Updating These Terms. We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable endeavours to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.
- 9.2 Termination of License. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may, in its sole discretion, suspend or terminate your access to or use of any of the Services, with or without notice, for any or no reason, including, without limitation, (i) if we believe, in our sole discretion, you have engaged in any of the prohibited activities set forth in Section 3.3; (ii) if you provide any incomplete, incorrect or false information to us; (iii) if you have breached any portion of these Terms; and/or (iv) if we determine such action is necessary to comply with these Terms, any of our policies, procedures or practices, or any law rule or regulation. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company’s other rights or remedies at law or in equity.
- 9.3 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.
- 9.4 Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our reasonable control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.
- 9.5 Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. In these Terms, general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation. These Terms and the licenses granted hereunder may be assigned or transferred by the Company but may not be assigned or transferred by you without the prior express written consent of the Company. You hereby irrevocably consent in advance to the Company assigning or transferring (including by way of novation) these Terms or any of the Company’s rights or obligations hereunder to any affiliate of the Company or any other third party, and to the subcontracting of any element of the Services to any third party. No

waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United Kingdom. Those who choose to access the Services from locations outside the United Kingdom do so at their own initiative and are responsible for compliance with applicable local laws. These Terms, and any non-contractual rights or obligations arising out of or in connection with them, are governed by the laws of England and Wales, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be courts of England in the United Kingdom & Wales, unless this is prohibited by the laws of the country where you reside.

- 9.6 How to Contact Us. You may contact us regarding the Services or these Terms by e-mail at legal@lattice.xyz.

10. REGIONAL TERMS

- 10.1 Regional Terms. You agree to the following modifications to these Terms if you are a citizen or habitual resident of the applicable country or region as described below.
- 10.2 United States. If you are a citizen or habitual resident of the United States, this Section 10.2 applies to your use of the Services and overrides the Terms to the extent of any inconsistency, including Section 8.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- (a) Informal Process First. You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- (b) Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any Claim relating in any way to the Services, any use or access or lack of access thereto, and any other usage of the Game even if interacted with outside of the Website, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You**

understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.

- (c) Exceptions. Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction: (i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; (ii) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or (iii) intellectual property disputes.
- (d) Costs of Arbitration. Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. 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.

- (e) Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to legal@lattice.xyz. The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.
- (f) **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.** To the fullest extent permitted by applicable law, you and the Company each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). You and the Company AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and the Company EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS

ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and the Company agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

- (g) California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
 - (h) Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
 - (i) These Terms are governed by the laws of the State of New York, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 10.2(b) above, or if arbitration does not apply, then the state and federal courts located in New York, New York.
- 10.3 United Kingdom – Consumers. To the extent that you are a citizen or resident of the United Kingdom and are using the Services as a consumer, this Section 10.3 applies to your use of the Services and overrides the Terms to the extent of any inconsistency, including Sections 7 to 9.
- (a) Nothing in these Terms, including the Disclaimers and Limitations of Liability set out at Sections 7.1 and 7.2 respectively, are intended to limit or exclude any liability for death,

personal injury or fraudulent misrepresentation caused by our negligence, or otherwise prejudice your statutory rights.

- (b) The rights and obligations of you and the Company in Section 8 shall not operate to exclude or hinder your right to take legal action or exercise any other legal remedy which may be available to you, including without limitation the right to bring claims in other venues and/or any court action. Accordingly, you do not have any right to opt out of being bound by mandatory arbitration provisions as set out in Section 8.8, and you do not waive any right to bring a class action and / or representative claim pursuant to Section 8.9.