

Othent Terms of Use

Last Updated: _____, 2023

Not Community Labs Inc. (“Community Labs,” “we,” “us,” “our,” etc.) has developed Othent, a system for utilizing Google’s (and potentially certain other third parties’ respective) protocols to authenticate users for the purpose of conducting transactions on the Arweave network (“Arweave”) without relying on cryptographic keys or requiring such users to fund their wallets with AR tokens (“Othent”). You are a user who wishes to use Othent to facilitate your conduct of transactions on Arweave (“User”) or a developer who wishes to integrate Othent into one or more of your Arweave dApps for the purpose of facilitating the authentication of users of such dAPP(s) (“Developer” and, together with User, “you”, “your” etc.).

Your use of Othent or any related information, tools or services that we or our affiliates provide, and your other interactions with Othent or such information tools or services (or with us relating to Othent or to such information tools or services) (collectively, “Use”) will be subject to these Othent Terms of Use (these “Terms”) and our privacy policy (our “Privacy Policy”) accessible at www.communitylabs.com. Accordingly, if you engage in Use, you and we mutually agree that these Terms will constitute a binding, legally enforceable contract between you and us.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN THE “ARBITRATION” SECTION BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. IT DOES NOT ALLOW JURY TRIALS OR ANY OTHER COURT PROCEEDINGS OR CLASS ACTIONS OF ANY KIND.

Your Account and Eligibility

To Use Othent, you must open an account with us (your “Account”). To open an Account, you must create and use a password or other access credential to access the Account, and we may in our sole discretion provide you with a token to use to access your Account. You are solely responsible for keeping your password, other access credential and any token confidential and for any activity whatsoever on your Account, whether or not authorized by you.

You may not open an Account, work with us or use Othent or any of our (or our affiliates’ respective) information, services or tools if (i) you have not accepted and agreed to be bound by these Terms, (ii) you appear on the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN), United States Commerce Department’s Denied Persons list or other similar lists, (iii) you are a national or resident of Cuba, Iran, North Korea, Sudan, Syria or any other country, territory, or other jurisdiction that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States, (iv) we have previously terminated your (or your affiliate’s) relationship with us or use of any of our information, services or tools, or (v) you are younger than the age of majority in the jurisdiction in which you reside or are otherwise not legally permitted to enter into these Terms.

Your Personal Information

We may require you to provide us with personal information in order to open an Account or otherwise to the extent that we determine, in our sole discretion, that we require that information to comply with any laws or regulations or for other uses. Information we request may include (i) your name, address, email address, date of birth, government-issued photo identification, taxpayer identification number, government identification number, bank or other payment account information or IP address, (ii) a photo or video of you, (iii) the MAC address of the device you use to access Othent or any related information, tools or services that we or our affiliates provide, (iv) payment account information (e.g. credit card) and (v) information regarding your digital wallet(s).

You acknowledge and agree that, subject to our Privacy Policy (i) we may disclose the foregoing information and any other information that we request from you (x) to our affiliates, partners, vendors or service providers (provided that each such affiliate, partner, vendor or service provider agrees or is required to protect, and to refrain from using or disclosing, such information except as expressly authorized hereunder) or (y) as may be required by applicable law or any order of any court or governmental agency or as may be requested by any law enforcement agency or regulator, and (ii) we and each of our affiliates, vendors or service providers may use such information (x) for any of our internal purposes (including to improve, enhance or update Othent or our related information, tools or services and, in the case of our affiliates, vendors and service providers, to provide services to us) or (y) as we determine in our sole discretion to be reasonably necessary or appropriate to authorize or consummate any transaction that you elect to initiate with us. You represent and warrant that all information you provide to us is true and accurate and that you will immediately update any Account information that changes.

Your Representations and Warranties

You represent and warrant that:

These Terms constitute your valid, binding and enforceable obligations;

your use of our information, services and tools will comply, and, if you are a Developer, any decentralized applications or other applications that you develop or deploy using Othent or any of our related information, tools or services (“your dApps”), and all uses thereof, will comply, in each case with all applicable laws and regulations, and will not infringe or otherwise violate the rights of any person;

you (and, if you are a Developer, your ToU (as defined below) will require each of your users to represent that they) are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems and have a working knowledge of the usage and intricacies of digital assets; and

you will neither post on our site nor post links to, nor, if you are a Developer, will your dApps include or link to, any content or other material that is harmful, offensive, immoral or illegal, including any material that disparages or harasses any person or group, including, but not limited to, disparagement based on such person’s or group’s race, national origin, religion, disability, appearance, gender, gender identity or sexual preference.

If you are a Developer, you further represent and warrant that:

you will, at all times while any of your dApps are offered or in use, publish, maintain in effect and comply with a privacy policy that complies with all applicable laws regarding the privacy and security of personal information and which will be consistent in all respects with our Privacy Policy;

your dApps will not, and will not be designed or intended for use to:

- introduce or transmit viruses, worms, Trojan horses or other malware;
- display material that exploits children;
- promote, solicit or participate in multi-level marketing or pyramid schemes;
- harass, embarrass, defame or cause distress or discomfort to any person;
- impersonate any other person;
- otherwise defraud or attempt to defraud any person
- publish or disclose any personally identifying information or private information about anyone without their consent (or their parent's consent in case of a minor);
- publish or transmit any unsolicited advertising, promotional materials or any other forms of solicitation; or
- interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, device, technology or system.

each user of your dApps and you will enter into a binding written agreement (which may be in the form of an enforceable click-through or similar agreement) (your "ToU") pursuant to which the user acknowledges and agrees that:

- We provide no representation or warranty, and will under no circumstances have any liability or obligation to, such user;
- to the fullest extent permissible under applicable law, such user will be responsible for and will pay us and our affiliates, partners, vendors, suppliers, service providers and personnel the amount of any loss, damage, fine, penalty, liability, cost or expense (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with such user's use of your dApps, but excluding any amounts solely attributable to our violation of law; and
- we will be third party beneficiaries of such user's obligations under your ToU.

Your Covenants

If you are a User, you agree to not to Use Othent, and if you are a Developer, your ToU will require each of your users to agree not to use your dAPP:

- for any immoral purpose or in any way that violates any law or regulation or the rights of any person;
- to post any content or other material that is harmful, offensive, immoral or illegal, including any material that disparages or harasses any person or group, including, but not limited to, disparagement based on such person's race, religion, national origin, disability, appearance, gender, gender identity or sexual preference;
- to introduce or transmit viruses, worms, Trojan horses or other malware;
- to display material that exploits children;
- to promote, solicit or participate in multi-level marketing or pyramid schemes;
- to harass, embarrass, defame or cause distress or discomfort to another Player or other person;
- to impersonate any other person;
- to publish or disclose any personally identifying information or private information about anyone without their consent (or their parent's consent in case of a minor); or
- to publish or transmit any unsolicited advertising, promotional materials or any other forms of solicitation.

Apps

If you are a User, you may have the opportunity to download and install an application from us or any of our affiliates (either directly or via any app store or other app distributor) to facilitate your use of Othent (an "App"). If you download, install or use any App, any reference in these Terms to Othent will be deemed to include reference to such App.

If you are using Othent through an App, you must comply with any terms of use or services that you accept in connection with your download of such App. Further, if you have downloaded the App from the Apple Inc. ("**Apple**"), App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood and agree to the following notice regarding Apple. This Agreement is between you and us only, not with Apple, and Apple is not responsible for the App or any content thereof. Apple has no obligation whatever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your

possession or use of the App, including: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the App infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the App. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

API

If you are a Developer, you may be provided the opportunity to download or otherwise obtain and use application program interfaces and related documentation and information necessary or useful for you to integrate Othent with your dApps (collectively, "Integration Materials and Information"). Any reference in these Terms to information, tools or services related to Othent will be deemed to include reference to all such Integration Materials and Information.

Service Changes, Suspension and Termination

You acknowledge and understand that we may regularly update, enhance, modify and otherwise change Othent, our related information, tools or services or our rules or policies relating to your use of the foregoing, in each case without notice and in our sole and absolute discretion. No such change would be a breach of these Terms by us or give rise to any obligation or liability whatsoever on our part.

You further acknowledge that we may terminate or suspend your use of Othent or any of our related information, tools or services at any time, with or without notice.

Business Ideas

You may submit ideas for or proposals regarding existing or potential businesses, products or services to us (each, an "Idea or Proposal"). You agree that your submission of any Idea or Proposal will be made on a strictly non-confidential basis, and that we will be free to use or disclose your Idea or Proposal in any way, for any purpose, including to compete with you, without liability, compensation or credit to you. You acknowledge and understand that submitting any Idea or Proposal to us may (i) destroy any trade secret rights that you would have otherwise had in any of the information included in such Idea or Proposal and (ii) bar your from patenting any invention that you disclose to us in connection with any Idea or Proposal. Accordingly, we urge you to seek legal counsel before submitting any Idea or Proposal to us that includes any information or materials that you may at any time wish to protect as a trade secret or via a patent.

You understand and agree that we make no guarantees about anything we tell you about your Idea or Proposal, including, but not limited to, any advice or feedback that we provide. In particular, we make no guarantees that any such advice or feedback will be useful, accurate or well-considered. Your use of any advice or feedback that we provide in connection with any Idea or Proposal will be at your sole risk.

You understand that nothing we say to you will give rise to any obligation to invest or otherwise to provide or expend any resources in connection with any Idea or Proposal, and that no one other than an executive officer of ours has the power or authority to commit us to invest in, provide any products or services to, or collaborate or consult in any way with, any business or venture. Accordingly, such an obligation may arise *only* if it is in a formal written agreement executed by you and by an executive officer of Community Labs.

You represent and warrant that neither your submission of any Idea or Proposal to us, nor our commercialization or exploitation of that Idea or Proposal in any way, will violate any intellectual property, proprietary or other rights of any person.

No Warranties by Us; Release

All information, tools or services of any type or nature that we may provide to you, including, but not limited to, Othent, are provided AS IS, without any warranties. Accordingly, you acknowledge and agree that your use of Othent or any such information, tools or services is at your sole risk. Further, you acknowledge that Othent, any related tools or services, and, if you are a Developer, your dApps may rely on third-party resources or technology, (e.g., the Arweave protocol), and that we are not responsible for any loss of data or other losses of any type or nature associated in any way with or relating to any such third-party resources or any use, failure, error or malfunction of such resources. Without limiting the generality of the foregoing, we expressly disclaim (i) any warranty that Othent or any of our or our affiliates' related tools or services will be uninterrupted or error free and (ii) all implied warranties, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You waive and release us from any and all liabilities, claims, causes of action, or damages arising from or in any way relating to (i) Othent or any related information, tools or services that we or our affiliates provide or, (ii) if you are a Developer, your dApps, use of your dApps or users of your dApps. Further, you waive the benefits and protections of California Civil Code § 1542 or any similar law or regulation in effect in the jurisdiction in which you reside. California Civil Code § 1542 provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Without limiting the generality of the foregoing, you acknowledge and agree (and, if you are a Developer, your ToU will require all users of your dApp to acknowledge and agree) that we do not ourselves authenticate any users, that all such authentication and related services are provided by Google or other third parties, and that neither we nor any of affiliates shall have any liability relating in any way to any act or omission of any such third party or

otherwise relating to any of their authentication or other systems or protocols, including, but not limited to, any liability associated with or related to any losses associated with any misidentification of any person or any loss, disclosure or corruption of any personal information or other data by any such third party or its vendors, service providers or their respective systems and protocols.

Indemnification

You will be responsible for and will pay us and our affiliates, partners, vendors, suppliers, service providers and personnel the amount of any loss, damage, fine, penalty, liability, cost or expense (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with (i) your use of Othent or any related information, tools or services that we or our affiliates provide, (ii) any termination of or interruption to your use of Othent or any such related information, tools or services, (iii) any Idea or Proposal, and, (iv) if you are a Developer, your dApps, any use of your dApps, and any claim by any user of your dApps, but, in each case ((i) – (iv)), excluding any Losses to the extent attributable to our breach of these Terms or violation of law.

Amendments to these Terms

We may change these Terms at any time by posting a new version of these Terms. We will make reasonable efforts to make our community of users and developers aware of any changes to these Terms; provided that you must monitor our website for any amendment to these terms.

Intellectual Property

You acknowledge that we or our licensors own all intellectual property rights in or related to Othent or any related information, tools or services we or our affiliates provide. If you are a Developer, you or your licensors own all of your intellectual property rights in or to your dApps.

We grant you a nonexclusive, limited, revocable, terminable, personal, non-assignable license under our intellectual property rights to use Othent and any related information, tools or services that we or our affiliates provide to you solely for the purpose for which we or our affiliates provide the foregoing, including, if you are a Developer, to develop or operate your dApps, in strict accordance with these Terms, without any right to grant sublicenses. We reserve all rights not expressly granted in this paragraph. You acknowledge that any use of Othent or any such information, tools or services in violation of these Terms may both violate these Terms and infringe our intellectual property rights.

If you are a User, you consent to our use and disclosure of your personal information, and if you are a Developer, you grant us and our affiliates, partners, vendors and service providers a nonexclusive license under all intellectual property rights in or relating to your dApps and agree that your ToU will require each of your users to consent to our use and disclosure of their personal information, in each case to the extent reasonably necessary or useful for us or our affiliates, partners, vendors and service providers to provide any information, services or tools or

as may be reasonably necessary or useful for us to facilitate the development, support and use of Othent and any related products and services.

Arbitration

Please read this provision very carefully. It limits your rights in the event of a dispute between you and us.

You and we agree that any and all past, present and future disputes, controversies, claims, or causes of action arising out of or relating to Othent or to any related information, services or tools that we or our affiliates provide, your use of any of the foregoing, or (if you are a Developer) your dApps or any use or user thereof, or arising out of or relating to these Terms, our Privacy Policy or your Account (if any), and any other controversies or disputes between you and us (including disputes regarding the effectiveness, scope, validity or enforceability of this agreement to arbitrate) (collectively, “Dispute(s)”), shall be determined by arbitration, unless (A) your Country of Residence does not allow this arbitration agreement; (B) you opt out as provided below; or (C) your Dispute is subject to an exception to this agreement to arbitrate set forth below. You and we further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction.

“Country of Residence” for purposes of this agreement to arbitrate means the country in which you hold citizenship or legal permanent residence; provided that if you have more than one country of citizenship or legal permanent residence, it shall be the country in which you hold citizenship or legal permanent residence with which you most closely are associated by permanent or most frequent residence.

We want to address your concerns without the need for a formal dispute resolution process. Before filing a claim against us, you agree to try to resolve the Dispute informally by contacting us in writing at 344 Grove St #4038, Jersey City, NJ 07302, or via e-mail at team@communitylabs.com, to notify us of the actual or potential Dispute. Similarly, we will undertake reasonable efforts to contact you to notify you of any actual or potential dispute to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the “Notifying Party”) will include in that notice (a “Notice of Dispute”) your name (to the extent known), the Notifying Party’s contact information for any communications relating to such Dispute (including for the Notifying Party’s legal counsel if it is represented by counsel in connection with such Dispute), and sufficient details regarding such Dispute to enable the other party (the “Notified Party”) to understand the basis of and evaluate the concerns raised in such Dispute. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

If, notwithstanding the Notifying Party’s compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within 30 days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party

purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of these Terms, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including reasonable attorneys' fees) incurred in connection with such Dispute.

Unless you opt out of this agreement to arbitrate as provided below, you and we each agree to resolve any Disputes that are not resolved informally as described above through final and binding arbitration as discussed herein, subject to the exceptions set forth below.

If you do not wish to be subject to this agreement to arbitrate, you may opt out of this arbitration provision by sending a written notice to us at 344 Grove St #4038, Jersey City, NJ 07302, or via e-mail at team@communitylabs.com, within thirty (30) days of the first time you accept these Terms (or any prior version of these Terms) or, if earlier, your first use of Othent or any related information, tools or services that we or our affiliates provide. You must date the notice and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with us through arbitration. If no notice is submitted in the manner described above by the 30-day deadline, you will have irrevocably waived your right to litigate any Dispute except with regard to the exceptions set forth below. By opting out of the agreement to arbitrate, you will not be precluded from using Othent or any related information, tools or services that we or our affiliates provide, but you and we will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

You and we agree that the American Arbitration Association ("AAA") will administer the arbitration under its Commercial Arbitration Rules in effect at the time arbitration is sought ("AAA Rules"). Those rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration.) Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available in an individual lawsuit, other than remedies that you effectively waived pursuant to these Terms. Notwithstanding any language to the contrary in this paragraph, if a party seeks injunctive relief that would significantly impact other of our customers or users, as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. In that event, each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the

two party-selected arbitrators – participate in the arbitral panel. Except as may be and to the extent otherwise required by law, the arbitration proceeding and any award shall be confidential.

You and we further agree that the arbitration will be held in the English language in the city and state of New York, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided herein or required by law.

Regardless of the rules of a given arbitration forum, you and we agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor we may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a “Collective Arbitration”). Without limiting the generality of the foregoing, a claim to resolve any Dispute against us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

To the maximum extent permitted by applicable law, neither you nor we shall be entitled to consolidate, join or coordinate disputes by or against other individuals or entities with any Disputes, or to arbitrate or litigate any Dispute in a representative capacity, including as a representative member of a class or in a private attorney general capacity. In connection with any Dispute, any and all such rights are hereby expressly and unconditionally waived. Without limiting the foregoing, any challenge to the validity of this paragraph or otherwise relating to the prohibition of Collective Arbitration shall be determined exclusively by the arbitrator.

Notwithstanding the agreement between you and us to arbitrate Disputes, you and we each retain the following rights:

If your Country of Residence is the United States, you and we retain the right (A) to bring an individual action in small claims court; and (B) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

If your Country of Residence is not the United States, you and we may assert claims, if they qualify, through the small claims process in the courts of your Country of Residence. Further, as applicable, this agreement to arbitrate does not deprive you of the protection of the mandatory provisions of the consumer protection laws in your Country of Residence; you shall retain any such rights and this agreement to arbitrate shall be construed accordingly.

Except as otherwise required by applicable law or provided in these Terms, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and we agree that any judicial proceeding may only be brought in a court of competent jurisdiction in the city and state of New York. Both you and we consent to venue and

personal jurisdiction in any such court. Notwithstanding the foregoing, either party may bring any action to enforce its intellectual property rights or confirm an arbitral award in any court or administrative agency having jurisdiction.

This agreement to arbitrate shall survive the termination or expiration of these Terms. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. If a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of these Terms not specifically related to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

If you are a Developer, your ToU will include a link to this agreement to arbitrate and will state that each user of your dApp will be bound by this agreement to arbitrate, as if each reference to you in this agreement to arbitrate included reference to such user.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of New Jersey applicable to contracts entered into and performed in New Jersey by residents thereof; provided that all provisions hereof related to arbitration shall be governed by and construed in accordance with the Federal Arbitration Act (U.S. Code Title 9).

Exclusion of Damages and Limitation of Liability

In no event shall we, our affiliates, partners, service providers or licensors, or our or their respective directors, shareholders, members, officers, employees, agents or representatives, be liable under these Terms or otherwise to you in connection with Othent, any related information, tools or services that we or our affiliates provide, any use of the foregoing, or, if you are a Developer, your dApps or any use of your dApps or otherwise related to your users for: (i) any amounts, in the aggregate, greater than \$1,000 or (ii) any lost profits or any special, incidental, indirect, consequential, exemplary or punitive damages, in either case whether based in contract, tort (including but not limited to negligence), strict liability, or otherwise, even if our authorized representative had been advised of, or knew of, or should have known of, the likelihood of such damages.

If you are a Developer, your ToU will state that neither we, nor our affiliates, partners, service providers or licensors, nor our or their respective directors, shareholders, members, officers, employees, agents or representatives, shall be liable to any user of your dApp in connection with Othent, any related information, tools or services that we or our affiliates provide, or any use of the foregoing for: (i) any amounts, in the aggregate, greater than \$1,000 or (ii) any lost profits or any special, incidental, indirect, consequential, exemplary or punitive damages, in either case whether based in contract, tort (including but not limited to negligence), strict liability, or otherwise, even if our authorized representative had been advised of, or knew of, or should have known of, the likelihood of such damages.

No Other Parties

Neither Google nor any other third party is a party to this Agreement or has any obligation to you whatsoever hereunder. Neither Google nor any other third party endorses Othent or any related product or service, and we do not endorse any authentication or other service provided by Google or any other third party.

No Waiver

If you breach these Terms and we do not immediately respond, or we do not respond at all, we will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. No failure to act or delay in acting by us will be deemed to be a waiver of any type.

Assignment

You may not assign, sub-license or otherwise transfer any of your rights under these Terms. We may assign these Terms at any time, in our sole and absolute discretion, without notice.

Enforceability

Except as provided above with respect to the provisions of these Terms prohibiting Collective Arbitration, if any provision of these Terms is held to be invalid, ineffective or unenforceable by a court of competent jurisdiction or arbitrator, the remaining provisions of these Terms will remain valid, effective and enforceable.

Feedback

We welcome questions, comments and other feedback about these Terms, Othent or any related information, tools or services that we or our affiliates provide, including ideas, proposals, suggestions or other materials (“Feedback”). However, you acknowledge and agree that we will treat all Feedback as non-confidential, and you hereby grant us a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid-up license to create derivative works based upon any of your Feedback and to reproduce, publicly display, publicly perform, use, commercialize, disclose, import and distribute such Feedback and derivative works in any way and for any purpose, and to assign or otherwise transfer such license or otherwise authorize others to do any of the foregoing, without notice or obligation to you. You further acknowledge and agree that your provision of Feedback is gratuitous, unsolicited and without restrictions, and does not place us under any fiduciary or other obligation.

Entire Agreement

These Terms (including any documents incorporated into these Terms by reference) constitute the entire agreement between you and us regarding Othent, any related information, tools or services that we or our affiliates provide, your dApps (if you are a Developer) and any use of any of the foregoing. If there exists any prior agreement, whether oral or written, regarding Othent or any related information, tools or services that we or our affiliates provide, any of your dApps

(if you are a Developer), or any use of any of the foregoing, that prior agreement is replaced by these Terms.

CONTACT US

If you have any questions about these Terms, please contact us at team@communitylabs.com.