

TERMS AND CONDITIONS OF USE

Effective Date: October 2025

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Welcome to Eclipse, operated by Eclipse Platforms, Inc. (“**Eclipse**,” “**we**,” “**us**,” or “**our**”). By creating an account or using the Eclipse application or services, you agree to these Terms and Conditions of Use (these “**Terms**” or this “**Agreement**”). These Terms form a legally binding agreement between you and Eclipse, so please read them carefully. Your use of Eclipse is also subject to our Privacy Policy and any other policies or guidelines we may provide (such as community guidelines or safety tips). We may update these Terms from time to time and will post any material changes with an updated effective date; your continued use of Eclipse after changes are posted constitutes your acceptance of the updated Terms.

You should also note that Section 12 (*Dispute Resolution*) of these Terms contains provisions governing how claims that you and Eclipse have against each other are resolved. It contains an Arbitration Agreement (*as defined below*) that will, with limited exceptions, require disputes between us to be submitted to binding and final arbitration. You have a right to opt out of the Arbitration Agreement pursuant to Section 12 below. If you do not opt out of the Arbitration Agreement in accordance with Section 12, (a) you will only be permitted to pursue claims and seek relief against us on an individual basis only; and (b) you are waiving your right to seek relief in a court of law and to have a jury trial on your claims.

We have included brief summaries at the beginning of each section to help you understand the key points. These summaries are for convenience only and do not replace the full text of the section, which you should read in its entirety.

1. Eligibility

To use the services, you must (a) be at least 18 (eighteen) years of age or the age of majority in your place of residence (if higher), and (b) be legally permitted to use the services under the laws of the United States or your home country, as applicable. By creating an account, you represent and warrant that you satisfy these requirements. Eclipse monitors for underage use. If we have reason to believe you may be under eighteen (or below the applicable age of majority), we may request age verification and suspend or terminate your account pending verification or permanently, in our discretion.

You may create an account through manual registration (and any other methods we may make available from time to time). You agree to provide accurate, current, and complete information during registration and to keep such information updated at all times. Eclipse reserves the right to use age-verification technologies or request documentation to confirm user eligibility.

2. How Eclipse Works

Eclipse helps you meet people who are going out in the same neighborhood, with daily zones and match resets.

- (a) Each day between 7:00 AM and 7:00 PM Central Time (Chicago time), you may select a neighborhood “zone” or venue where you plan to go out that evening.

- (b) At 7:00 PM Central Time (Chicago time), Eclipse places users who chose the same zone (and who meet each other's match preferences) into a pool from which matches are made.
- (c) Each user can receive up to 3 (three) matches per night in their chosen zone.
- (d) All matches and chat conversations reset at 7:00 AM Central Time (Chicago time) the next day.
- (e) Eclipse uses your device's GPS data solely for the purpose of verifying that you are in or near the zone you have selected for that day. This allows us to confirm eligibility for matches within that zone. We may display approximate distance indicators to enhance user experience, but we will never disclose your precise, real-time GPS coordinates to other users. Your exact location data is not visible to other users, not shared with third parties for advertising or marketing purposes and retained only as long as necessary to provide the services. By using Eclipse, you consent to our collection and use of your location data as described above and in our Privacy Policy. Eclipse reserves the right to use aggregated and de-identified location information for analytical, safety, and service-improvement purposes. Such data will not personally identify you.
- (f) Eclipse is currently available only in certain cities or geographic areas, and specific zones or features may change. Availability may vary, and we reserve the right to add, remove, or modify zones and features as our service evolves.

The above is a basic description of Eclipse's functionality for your convenience and may not encompass all aspects of the service. We do not guarantee any specific outcome from these features (for example, we don't guarantee you will receive the maximum number of matches each night or any matches at all). Eclipse may also introduce new features or requirements from time to time to improve user experience or safety. We reserve the right to change how Eclipse operates (including selection of zones, match timing, reset times, or match algorithms) in our sole discretion, with or without notice.

3. Content Rules

There are 3 (three) kinds of content on Eclipse:

- (a) **Your Content** – what you upload (photos, prompts, profile info, messages).
- (b) **Member Content** – what other users upload.
- (c) **Our Content** – everything Eclipse provides (software, database, branding, and platform materials).

You own your content, but you grant us rights to use it for operating and improving the services. You must not upload Prohibited Content (*as defined below*), and you are responsible for anything you post.

(A) Your Content

You retain ownership of the content you provide on Eclipse ("**Your Content**"). By uploading or posting Your Content, you represent and warrant that you have all necessary rights and licenses to do so, and you grant Eclipse a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to host, display, reproduce, modify, adapt, publish, distribute, and otherwise make Your Content available in connection with the services and Eclipse's business (including for promotion, development, and safety purposes). This license continues while Your Content is on our platform and, in some

cases, may survive account deletion where the law allows (for example, copies in backups, or content already shared with others). You are solely responsible for Your Content.

You agree to indemnify and hold Eclipse harmless against any claims related to Your Content. Your Content must comply with these Terms and any community guidelines we may publish. You may not include personal contact, banking, or payment information (such as addresses, phone numbers, emails, URLs, or credit/debit card details) on your profile. If you choose to share such information with others outside of the app, you do so at your own risk. Your profile and uploads will generally be visible to other users worldwide. By posting, you acknowledge and accept this visibility. We may assign and/or sub-license the above licence to our affiliates and successors without any further approval by you.

(B) Member Content

Other users will also post content on our services (“**Member Content**”). Member Content belongs solely to the user who created it and is stored on our servers and displayed at their direction. You acknowledge that Member Content may include information that is inaccurate, incomplete, biased, offensive, harmful, or misleading. Some users may also use tools to generate or enhance their content. You are responsible for exercising independent judgment and caution before relying on or acting upon any Member Content. Users are solely responsible for their own Member Content, as well as for any decisions made, actions taken, or failures to act in connection with such content.

You have no ownership or other rights in Member Content. Unless expressly authorized by Eclipse, you may only use Member Content in a manner consistent with the intended purpose of the services (i.e., enabling users to communicate and meet one another). You may not copy, exploit, or use Member Content for commercial purposes, to spam, harass, stalk, intimidate, or make unlawful threats. Eclipse reserves the right to suspend or terminate your account if you misuse Member Content or otherwise violate these Terms.

(C) Our Content

All other content available through Eclipse that is not Your Content or Member Content (collectively, “**Our Content**”) is owned by or licensed to Eclipse and is protected by applicable intellectual property laws. Our Content includes, without limitation, all text, graphics, user interfaces, trademarks, logos, sounds, artwork, images, databases, software, and other proprietary materials appearing on or through the services.

Except for the limited license expressly granted to you under these Terms, all right, title, and interest in and to Our Content remains with Eclipse at all times. No ownership rights are transferred to you by virtue of your access to or use of the services.

You agree not to: (i) copy, modify, adapt, create derivative works from, distribute, sell, license, or otherwise exploit Our Content, except as expressly permitted by the functionality of the services; (ii) use Eclipse’s names, marks, or branding in any unauthorized manner, including in metatags or advertising; attempt to reverse engineer, decompile, or extract source code from any part of the services; (iii) or use Our Content for any unlawful or unauthorized purpose. We reserve all rights in and to Our Content not expressly granted to you under these Terms.

4. Account Registration and User Commitments

- (a) You may not create an account or use Eclipse unless all of the following statements are true. By registering for or using our services, you represent, warrant, and agree that:

- You are legally capable of entering into a binding contract with Eclipse.
- You are not located in and will not use the services from any jurisdiction designated by the United States government as supporting terrorism.
- You are not on any list issued by the United States or other government authorities restricting or prohibiting you from conducting business.
- You are not otherwise barred by any applicable law from using our services.
- You have not been convicted of, pled guilty or no contest to, or otherwise been involved in any felony or indictable offense, any sex crime, or any crime involving violence or threats of violence. If you have received clemency or a pardon for a non-violent crime, Eclipse may, at its discretion, determine whether you may use the services.
- You are not required to register as a sex offender with any state, federal, or local registry.
- You do not currently maintain more than one active account with Eclipse.
- You have not been previously banned, suspended, or removed from Eclipse or any affiliated platform, unless you have received our prior written consent to return.

If you no longer meet these requirements at any point, your authorization to use Eclipse is automatically revoked, and you must immediately delete your account. We also reserve the right to remove or restrict your access without notice if we reasonably believe you are ineligible.

- (b) By creating and maintaining an Eclipse account, you further agree to:

- Comply at all times with these Terms and regularly review them for updates.
- Follow all applicable laws, including privacy, intellectual property, anti-spam, and consumer protection rules.
- Use the most recent version of the Eclipse application or website.
- Read and consider our safety tips and other guidance that we may publish from time to time.
- Abide by our guidelines, as updated periodically.
- Take appropriate measures to safeguard your login credentials and not share them with others.

- (c) When using Eclipse, you agree that you will not:

- Misrepresent your identity, age, or any affiliation.
- Interfere with, disrupt, damage, or impair the operation of Eclipse or other users' enjoyment of the services.
- Use the services for illegal, harmful, or exploitative purposes, including money laundering or financial crimes.
- Harass, stalk, intimidate, defame, threaten, or otherwise harm other users or cause them psychological distress.
- Post or share Prohibited Content.
- Solicit passwords, payment details, or other sensitive information from users for unlawful or commercial purposes or disseminate another person's personal information without consent.
- Request or solicit money, gifts, or any item of value from other users, except as expressly permitted by Eclipse.
- Access or attempt to use another user's account.
- Use the services in relation to fraud, pyramid schemes, or comparable practices.

- Use the services to promote or fund political campaigns, except for sharing your own personal opinions.
 - Breach the license we grant you to use Eclipse.
 - Share proprietary or confidential information you have no right to disclose.
 - Copy, distribute, adapt, or create derivative works from content owned by Eclipse or other users without permission.
 - Claim or imply that your statements are endorsed by Eclipse.
 - Use any automated tools (bots, scrapers, crawlers, proxies, or similar) to access, monitor, or interact with the services.
 - Upload viruses, malware, or other malicious code.
 - Manipulate identifiers, headers, or metadata to disguise the origin of communications.
 - Use any Eclipse trademarks, trade names, or branding without our consent.
 - Reverse engineer, decompile, or disassemble any part of the services.
 - Develop or use third-party apps, plugins, or AI/ML systems that interact with Eclipse without our written consent.
 - Probe, scan, or test system vulnerabilities.
 - Encourage or facilitate violations of these Terms.
 - Create new accounts if you have been banned or suspended, unless we authorize it.
 - Submit false, misleading, or malicious reports about other users or misuse our reporting/appeals systems.
- (d) You may not upload, post, or share content that:
- Is offensive, harassing, or reasonably likely to cause distress to another person.
 - Contains pornography, graphic nudity, or violent imagery.
 - Is abusive, discriminatory, or promotes hatred, racism, sexism, or bigotry.
 - Encourages or depicts illegal activities, terrorism, or incitement of violence.
 - Promotes self-harm, eating disorders, dangerous challenges, or violent extremism.
 - Is defamatory, libelous, knowingly false, or misleading.
 - Facilitates or constitutes spam.
 - Contains malware, spyware, or malicious code designed to disrupt or intercept data.
 - Infringes intellectual property or privacy rights of others.
 - Was created by someone else but posted without authorization.
 - Uses the image or likeness of another person without consent (or, for minors, without parental/guardian consent).
 - Depicts minors in any sexual, exploitative, or otherwise inappropriate manner.
 - Is inconsistent with the intended purpose of Eclipse (personal introductions in real-world zones).
 - Damages or undermines the reputation of Eclipse or its affiliates.

The uploading or sharing of content that violates these Terms (“**Prohibited Content**”) may result in the immediate suspension or termination of your account.

5. Safety, Assumption of Risk and Third-Party Venues

Eclipse is an introduction platform we help you meet new people, but what happens next is up to you. We do not control where members choose to meet, whether online, in private settings, or at public venues such as bars, restaurants, or other establishments. Eclipse does not perform criminal background checks or guarantee the identity, intentions, or behavior of any member.

You should not assume that a user is trustworthy or safe to meet based on their profile information alone. Although we reserve the right to conduct such checks at any time (for

instance, we may screen public sex offender registries or other public records if we have reason to, and by agreeing to these Terms you authorize us to do so), we make no representations or warranties as to any user's background, identity, intentions, or legitimacy. Use your best judgment when communicating with or meeting new people through Eclipse.

By using Eclipse, you acknowledge that meeting new people carries potential risks, including the risk of physical or emotional harm, and you agree that Eclipse is not responsible for any injuries, losses, or damages arising out of or relating to your interactions with other users (whether via the service or in person) or your travel to/from or presence at third-party venues. You assume all risk for any incidents that may occur. In no event does Eclipse screen or endorse any particular venue even if users often choose certain zones or places to meet.

Safety Reminder: Your well-being matters to us. When meeting someone new, we encourage you to take precautions to protect yourself. Wherever possible, arrange to meet in public places during your first interactions and let a trusted friend or family member know where you are going and who you are meeting. Keep personal details private, such as your home address or financial information, until you have established trust. Always trust your instincts if something feels wrong, end the interaction. And remember, you can use Eclipse's in-app tools at any time to block or report another member who makes you feel unsafe.

6. Reporting Mechanism and Enforcement Actions

Maintaining a respectful and safe community is a priority for Eclipse. If you encounter someone violating these Terms or acting inappropriately, you can use the in-app report feature or blocking feature to alert us and to restrict that user from contacting you. When you report a user or content, it may be reviewed by our moderation team. We also encourage users to report anything that suggests someone might be in danger or any unlawful behavior. Such reports can help keep the community safe.

Eclipse employs a combination of automated systems, user reports, and manual moderation to monitor compliance with these Terms. We reserve the right, at any time and without liability, to take appropriate enforcement action at our sole discretion for violations of our Terms or policies. These actions may include, without limitation:

- (a) **Content Removal or Modification:** We may remove, hide, or modify any content that violates our rules or that we deem objectionable, with or without notifying the user who posted it. This can include text, images, or any profile content. We have no obligation to restore removed content once we take action.
- (b) **Warning or Notifications:** For less severe offenses or first-time issues, we may issue warnings to users, outlining the problematic behavior and requesting compliance.
- (c) **Account Suspension or Termination:** We may suspend or terminate your account if we determine, in our sole judgment, that you have violated these Terms or engaged in conduct we consider inappropriate, unsafe, or harmful (either on Eclipse or, in some cases, off the app). Serious violations (such as harassment, threats, illegal conduct, or actions that put others at risk) can result in immediate termination without prior warning. In less clear cases, we might suspend your account while we investigate. If your account is terminated or suspended, you may be barred from creating a new account without our permission.
- (d) **Access Restrictions:** We can restrict your access to certain features (for example, we might revoke your ability to send messages or post content) as an enforcement measure.

short of full termination. We can also implement technical measures to block certain devices or IP addresses if necessary to enforce a ban.

- (e) **Report to Authorities:** If any user's conduct involves potential criminal activity (for example, allegations of assault, exploitation of minors, threats of violence, etc.), we reserve the right to report such activity to appropriate law enforcement or to cooperate with any investigation as required by law.

These enforcement actions are taken at our discretion; Eclipse may take enforcement actions in accordance with applicable law. We are under no obligation to inform third parties of any action taken against a user, if not required under the applicable law.

Under no circumstances will Eclipse be liable for any damages resulting from our decision to remove content, suspend or terminate accounts, or otherwise enforce our rules, and you agree that we have broad discretion in these matters. You acknowledge that you have no contractual or legal right to continued use of our service, especially if you violate our standards. If you believe we have taken action against your account in error, you may contact us via the appeals or support channels provided, and we may (but are not obligated to) review the decision. Please note that any false or malicious reports are themselves a violation of these Terms, we request users do not knowingly submit a false report on another user. Abuse of the reporting system can result in enforcement action against the reporting party.

7. Privacy

Your privacy is important to us. We maintain a separate Privacy Policy that explains in detail how Eclipse and its affiliates collect, use, share, and protect your personal data. Our website and services may use cookies or similar technologies to improve functionality and analyze usage. For details, please refer to our Privacy Policy. By using our services, you acknowledge and agree that your personal data will be handled in accordance with our Privacy Policy, and you consent to such collection and use as described therein. Please review the Privacy Policy carefully, as it forms part of these Terms and contains important information about your rights and choices regarding your personal data.

8. Rights you are granted by Eclipse

Subject to your continued compliance with these Terms, Eclipse grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our services for their intended purpose and in accordance with these Terms and all applicable laws. This license is limited strictly to your personal, non-commercial use. Any rights not expressly granted to you under these Terms remain reserved by Eclipse. Your license and authorization to access the services are automatically revoked if you fail to comply with these Terms, misuse the services, or engage in conduct that is unlawful or harmful to the integrity of the platform.

9. Termination

You have the right to delete your account or stop using Eclipse at any time, for any reason. You can delete your account through the app or by contacting us through our support email. Deletion of your account is effective immediately in most cases, and you will lose access to your matches, messages, and profile data once the deletion is processed.

Note: We may retain certain information after account deletion as required or permitted by law – see our Privacy Policy for details on data retention.

If you delete your account but later decide to return, you will generally need to create a new account. In some cases, if you delete and then re-register within a short period using the same credentials, our system may restore your previous account (to prevent abuse). If that happens and you truly wish to start fresh, please reach out to support for assistance.

As noted in Section 6 (*Reporting Mechanism and Enforcement Actions*), Eclipse may suspend or terminate your account at any time if we believe you have violated these Terms, misused our services, or behaved in a way that Eclipse regards as inappropriate or unlawful. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the services. We shall not be liable to you for any termination of your account or access to the service.

10. Disclaimers

Eclipse provides the service on an “as is” and “as available” basis. This means that we do not make any promises or guarantees of any kind about the service, its quality, or its performance. To the fullest extent permitted by applicable law, Eclipse disclaims all warranties, whether express or implied, including any warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Eclipse does not represent or warrant that the services will be uninterrupted, secure, or error-free, that any defects or errors will be identified or corrected, or that any content or information you obtain through the services will be accurate, complete, current, or suitable for your purposes. In addition, Eclipse makes no guarantee regarding the number of active users at any time, the willingness or ability of other users to communicate or meet with you, or the ultimate compatibility with, or conduct of, users you may interact with through the services.

You understand that Eclipse makes no guarantees about meeting anyone or achieving any particular experience or outcome from using the platform. We do not guarantee that you will receive any particular number of matches or messages, or that any matches will meet your expectations. We also do not guarantee the behavior or compatibility of users you meet through the service. Any decisions you make to meet in person or otherwise interact with other users are solely at your own risk.

Eclipse is not responsible for the content that users post or the actions of users or third parties. You acknowledge that user content (including profiles and messages) is primarily created by other users, not by Eclipse, and we are not responsible for verifying the accuracy or truth of any user content. We do not endorse any opinions expressed by users. If you rely on any information provided by others on the service, you do so at your own risk. Additionally, if the service contains links to third-party websites or resources, Eclipse is not responsible for the availability or accuracy of such external resources, nor do we endorse them. You assume all risk from visiting any third-party websites or using third-party services (for example, if a match suggests meeting at a specific venue or using a certain rideshare service, any issues arising from those suggestions are outside of Eclipse’s control).

You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or use the service, such as mobile devices, internet connections, and data plans. Eclipse is not responsible for any data charges or connectivity issues you may experience. We also cannot be responsible for any technical malfunctions or problems on your device or network that cause the service to work poorly or not at all.

11. Indemnity and Limitation of Liability

To the fullest extent permitted under applicable law, you agree to indemnify, defend, and hold harmless Eclipse, its affiliates, and each of their respective officers, directors, employees, and agents from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) your access to or use of the services; (b) Your Content; (c) your conduct toward other users; or (d) your breach of these Terms or any applicable law. Some jurisdictions do not permit indemnification for certain types of claims; accordingly, this section may not apply to you to the extent prohibited by law.

To the fullest extent permitted by applicable law, Eclipse, its affiliates, employees, licensors, and service providers shall not be liable for any indirect, consequential, exemplary, incidental, special, punitive, fixed, or enhanced damages, including without limitation loss of profits (whether incurred directly or indirectly), loss of data, loss of goodwill, loss of use, or other intangible losses, arising out of or relating to: (i) your access to, use of, or inability to access or use the services; (ii) the conduct or content of other users or third parties in connection with the services; or (iii) any unauthorized access, use, or alteration of Your Content, even if Eclipse has been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, Eclipse's total aggregate liability to you for any and all claims arising out of or relating to these Terms or the services shall not exceed the greater of (i) USD 100 (United States Dollars One Hundred) or (ii) the amount, if any, paid by you to Eclipse for use of the services during the 12 (twelve) month period immediately preceding the claim.

This limitation of liability applies regardless of the legal theory upon which liability is based (whether in contract, tort, statute, or otherwise), irrespective of the nature of the rights, obligations, or privileges asserted, and in connection with all events, the services, and these Terms. The limitation shall apply even if your remedies under these Terms fail of their essential purpose.

12. Dispute Resolution

Please read this Section carefully. It affects your rights, as it requires disputes between us to be resolved through binding arbitration rather than in court, with very limited exceptions, and it significantly limits your ability to bring or participate in a class or representative action. Arbitration is a process where disputes are decided by a neutral arbitrator instead of a judge or jury ("**Arbitration Agreement**"). You and Eclipse agree that all disputes will be resolved by arbitration on an individual basis, unless you opt out or as otherwise specifically provided below.

- (a) This Arbitration Agreement applies to any and all disputes, claims, or controversies between you and Eclipse that arise out of or relate to your use of the service or these Terms or the relationship between you and Eclipse. This includes, but is not limited to, claims based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. It includes disputes that may have arisen before you accepted these Terms (such as claims related to advertising or statements about our service) and claims that may arise after termination of use. The only disputes not covered by this Section 12 are: (i) individual claims that fall within the monetary and subject-matter jurisdiction of the small claims court in your county or state of residence; (ii) claims seeking temporary injunctive relief for intellectual property infringement or misuse (for example, trademark or copyright violations, which may be brought in court); and (iii) claims that as a matter of law cannot be subject to arbitration or a pre-dispute Arbitration Agreement, including certain claims of sexual assault or sexual harassment if prohibited by the applicable law (for instance,

under the United States federal law known as the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, such claims may be exempt from mandatory arbitration). Once in effect, this Arbitration Agreement will apply even if you stop using Eclipse or delete your account.

- (b) If you do not wish to be bound by this Arbitration Agreement, you have the right to opt out. To do so, you must send a written notice of your decision to opt out to us within 30 (thirty) days of the date you first agreed to these Terms (which is typically the date you first used our service or created an account, whichever came first). The opt-out notice must include your name, your registered email address or phone number, and a clear statement that you want to opt out of this Arbitration Agreement. You should send your opt-out notice by email to hello@theeclipseapp.com or by mail to:

Eclipse Platforms, Inc.
Attention: Legal Department — Arbitration Opt-Out
14205 N Mo Pac Expy Ste 570
PMB 467333
Austin, Texas 78728-6529
USA

If sending by mail, we recommend using a trackable method. If you opt out of arbitration in accordance with this procedure, neither you nor Eclipse will be bound by the arbitration provisions of this Section. This opt-out affects only this arbitration section; the rest of the Terms continue to apply. If you do not opt out within the 30 (thirty) day period, you and Eclipse shall be bound by the Arbitration Agreement as outlined here.

- (c) We at Eclipse believe that most disagreements can be resolved informally and efficiently by contacting our customer support. Before initiating arbitration, you agree to first attempt to resolve the dispute informally by contacting us (via the support contact information in Section 12 or any in-app support channels) and providing a brief written description of your dispute and your desired resolution. Both you and we agree to spend at least 60 (sixty) days in good faith efforts to negotiate and resolve the dispute informally. If we cannot resolve the dispute within 60 (sixty) days, either party may then proceed to formally initiate arbitration.
- (d) This Arbitration Agreement, and any proceedings hereunder, shall be governed by the Federal Arbitration Act (“FAA”) and, to the extent not inconsistent with the FAA, the laws of the State of Delaware, without regard to its conflict of laws principles. Notwithstanding the foregoing, if applicable consumer protection or mandatory laws of your state of residence require otherwise, those laws will apply to the extent they cannot be waived by agreement. If a dispute is not resolved informally, you or Eclipse may commence an arbitration proceeding. Arbitration will be conducted by a neutral arbitrator and administered by a reputable arbitration organization. Arbitration will be conducted by the American Arbitration Association (“AAA”) in accordance with its current consumer arbitration rules, which are available at www.adr.org. If the designated provider is unavailable or unwilling, the parties may agree on a substitute reputable provider, or failing agreement, one shall be appointed by a court of competent jurisdiction.
- (e) The arbitration shall be conducted in the English language. If an in-person hearing is required, it shall take place in a reasonably convenient location for both parties; if you are a user, this will generally mean a location in the county of your residence, or another mutually agreed location. The arbitration may also be conducted by telephone, video

conference, or written submissions, if the parties so agree or the arbitrator so orders. The arbitrator shall apply the substantive law described in Section 12 (d), apply applicable statutes of limitation, and honour all claims of privilege recognized at law.

- (f) The arbitrator, and not any court, shall have the exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or part of this Arbitration Agreement is void or voidable, or whether a claim is subject to arbitration. However, as stated above, the arbitrator shall not have authority to hear disputes as a class or representative action, and if you attempt to bring a class or representative claim into arbitration, such claim shall not proceed and will be dismissed or may be brought in court (as appropriate), at our option. The arbitrator is empowered to grant whatever relief would be available in a court under law or in equity, on an individual basis, including injunctive and declaratory relief or damages. The arbitrator will provide a reasoned written decision if requested by either party, sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award is binding and final, except for a limited right of appeal under the FAA (if applicable), and judgment on the award may be entered in any court of competent jurisdiction.
- (g) You and Eclipse agree that each may bring claims against the other only in your or our individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. This means no class actions, class arbitrations, or representative actions of any kind are permitted. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated without the express consent of both you and Eclipse. By entering into this Arbitration Agreement, both you and Eclipse are waiving the right to a jury trial or to participate in a class action or class arbitration. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then (subject to the paragraph below) those parts will not be arbitrated but will proceed in a court of competent jurisdiction, with the remaining parts proceeding in arbitration. In no event shall there be a class arbitration; if a court or arbitrator determines that the arbitration may proceed on a class basis, then the arbitration clause (except for this sentence) shall be null and void.
- (h) As noted, either party may choose to bring an individual claim in small claims court instead of arbitration, if it qualifies. If the claims are filed in small claims court, and the dispute remains solely in that court and is not transferred or appealed to a higher court, then arbitration shall not apply. Also, if your local law gives you the right to choose resolution in your local courts, we will honour those laws to the extent they apply to you.
- (i) Payment of all filing, administration, and arbitrator fees shall be governed by the rules of the AAA, including the AAA's consumer arbitration rules, except to the extent that (i) the case forms part of a mass filing (as defined by the AAA), or (ii) such fees and costs are reallocated by order of the arbitrator in accordance with this Agreement or as otherwise permitted under applicable law. Neither Party will seek to recover its attorney's fees or arbitration costs from the other in the arbitration, unless the arbitrator determines that the other party's claim or defence is frivolous or brought in bad faith (under a standard comparable to Federal Rule of Civil Procedure 11). Likewise, you agree not to seek attorney's fees or costs in arbitration unless the applicable law or arbitration rules provide a right to recover them. Upon a showing of financial hardship, Eclipse will consider in good faith a request from you to pay or advance your share of the consumer portion of the arbitration filing fee, so that arbitration costs do not serve as a barrier to the adjudication of disputes. If Eclipse initiates an arbitration against you, Eclipse may pay all filing and administrative fees of the arbitration.

- (j) If any portion of this Arbitration Agreement (other than the class action waiver above) is found unenforceable, the remainder shall remain in force. If the class action waiver is found to be unenforceable, then any class, collective, consolidated, or representative claims shall proceed exclusively in a court of competent jurisdiction, but any remaining individual claims shall be subject to arbitration pursuant to this Section 12 (*Dispute Resolution*). In no event shall there be a class or representative arbitration. In such case, the parties agree that the dispute will be litigated in the federal or state courts of the State of Delaware, and not as a class action.
- (k) You have the right to consult with an attorney of your choice concerning this Arbitration Agreement and these Terms.
- (l) This Section 12 constitutes your and Eclipse's written agreement to arbitrate disputes under the FAA. You and Eclipse agree that we have exchanged sufficient consideration (such as the mutual agreement to arbitrate and to waive the right to trial by jury and to participate in class actions) to make this arbitration agreement enforceable.

13. Copyright Policy (DMCA)

Eclipse respects the intellectual property rights of others and expects users to do the same. We have adopted the following policy in accordance with the Digital Millennium Copyright Act ("**DMCA**").

If you believe that any Member Content or Our Content on Eclipse infringes your copyright, you may submit a notification alleging such infringement (a "**DMCA Takedown Notice**"). A valid DMCA Takedown Notice must include:

- (a) A physical or electronic signature of the person authorized to act on behalf of the copyright owner.
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple works are involved, a representative list.
- (c) Identification of the material claimed to be infringing (or the subject of infringing activity) that is to be removed or access disabled, and information sufficient to allow Eclipse to locate it.
- (d) Information reasonably sufficient to allow Eclipse to contact you (such as your name, mailing address, telephone number, and email address).
- (e) A statement that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law.
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

All DMCA Takedown Notices should be sent to Eclipse at hello@theeclipseapp.com or, if by mail, to:

Eclipse Platforms, Inc.
Attention: Copyright Agent
14205 N Mo Pac Expy Ste 570

PMB 467333
Austin, Texas 78728-6529
USA

Upon receipt of a valid DMCA Takedown Notice, Eclipse will act promptly as required by law, which may include removing or disabling access to the allegedly infringing material. Accounts of repeat infringers may be terminated.

14. Governing Law

The laws of the State of Delaware, USA, without regard to its conflict of laws rules, shall explicitly apply to any dispute arising out of or relating to this Agreement or our services, and the dispute resolution process set forth in Section 12 (*Dispute Resolution*) shall be governed by the FAA.

15. Acceptance of Terms

By accessing or using our services whether through a mobile device, mobile application, or computer you agree to be bound by these Terms, as amended from time to time, together with our Privacy Policy, community guidelines and safety tips. For clarity, all references in these Terms to a particular gender include all genders, and all references to the singular include the plural (and vice versa), unless the context clearly requires otherwise. We may update these Terms as our service evolves. Material changes will be notified in-app or by email. Continued use after the effective date constitutes acceptance.

16. Entire Agreement

These Terms, together with the Privacy Policy, and any community guidelines constitute the entire agreement between you and Eclipse regarding your use of the services. They supersede any prior agreements, representations, or understandings between us, whether written or oral. If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect. Our failure to enforce any right or provision under these Terms shall not be deemed a waiver of such right or provision. Your Eclipse account is personal and non-transferable, and all rights to your account and its content terminate upon your death, unless otherwise required by law. Any rights or licenses granted to you under these Terms may not be assigned or transferred by you but may be assigned by Eclipse without restriction. Nothing in these Terms shall be construed as creating any agency, partnership, joint venture, fiduciary, employment, or other special relationship between you and Eclipse, and you shall not hold yourself out as authorized to make representations or commitments on behalf of Eclipse.

17. Contact Us

If you have any questions, concerns, or complaints regarding these Terms or the services, you may contact us at hello@theeclipseapp.com. If you prefer to contact us by mail, you can write to:

Eclipse Platforms, Inc.
Attention: Customer Support
14205 N Mo Pac Expy Ste 570
PMB 467333
Austin, Texas 78728-6529
USA

We will make reasonable efforts to respond to inquiries and complaints in a timely manner.