

## JK LABS TERMS OF USE

Last updated: 10/30/2023

**IMPORTANT NOTICE:** THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE “MANDATORY ARBITRATION” AND “CLASS ACTION WAIVER” SECTIONS BELOW. PLEASE READ CAREFULLY.

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

These Terms of Use (“Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and jk labs, inc., doing business as jk labs inc. (“jk labs inc.,” “we,” “us,” or “our”), concerning your access to and use of the <https://jokerace.xyz/> website (the “Site”), our progressive web application (the “App”), as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively with the Site and the App, the “Services”).

### 1. Acceptance

You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Our Privacy Policy is hereby incorporated by reference (“Privacy Policy”). By using the Services, you agree to be bound by our Privacy Policy and any supplemental terms and conditions or documents posted on the Site and/or the App.

We are headquartered in the United States, though data collected through the Services may be transferred to recipients in the United States or elsewhere in the world, including where privacy laws may not provide as much protection as those of your country of residence.

### 2. Modification to the Terms

Except for Sections 20 and 21 of these Terms, which provide for binding arbitration and a waiver of class action rights, we reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms. If we determine a revision to the Terms, in our sole discretion, is material, we will notify you as required by law.

Please ensure that you check the applicable Terms every time you use our Services so that you understand which Terms apply. Changes will be effective immediately unless otherwise provided. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Services after the date such revised Terms are posted.

### 3. Eligibility

You hereby represent and warrant that you are fully able and competent to enter into, abide by, and comply with these Terms. Access to and use of the Services is available only to individuals

who are at least 18 years old or the age of majority in your jurisdiction, whichever is higher, and can form legally binding contracts under applicable law. By accessing or using the Services, you represent and warrant that:

1. You are located in a jurisdiction that allows use of the Services;
2. You are a natural person of at least 18 years of age or the age of majority in your jurisdiction, whichever is higher, who is personally assigned to the email address and/or other information submitted in relation to your account; and
3. You will abide at all times by these Terms and any other governing agreement between you and us regarding your use of the Services.

If you do not meet the eligibility requirements of this section, then you are not permitted to use the Services and you agree that you will not use the Services. We reserve the right to suspend or terminate your account if we determine in our sole discretion that you do not meet the eligibility requirements of this section.

#### **4. Condition of Using the Services**

You agree that the Services are provided on an “as is” and “as available” basis.

You are required to register with the Services. By registering for an account, you agree to (1) provide accurate, current, and complete information about yourself as prompted; (2) promptly update such information to keep it accurate, current, and complete; (3) maintain the security and confidentiality of your account name and password; (4) ensure that others do not use your account; and (5) notify us immediately in the event of unauthorized use of, or any other breach of your account. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

You may establish, maintain, use, and control only one account on the Services. Each account on the Services may only be owned, maintained, used, and controlled by only one individual. In the event we determine that you have opened, maintained, used, or controlled more than one account, we reserve the right to suspend or terminate any or all of your accounts.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

You will be responsible for all use of your account and password. We may assume that any communications we receive under your account have been made by you, and you agree that we are authorized to act on instructions received through use of your account. You agree that we are not liable for any loss or damage resulting from your failure to maintain the confidentiality of your account as provided herein.

You agree that the sole purpose of registering an account is to use the Services. You may not assign or otherwise transfer your account or subscription to any other person or entity.

You agree that we cannot guarantee the accuracy of information entered by users.

By providing an email address, you authorize us to provide you with important announcements, relevant promotions, and other related communications relating to the Services, consistent with

our Privacy Policy. You may opt out of these communications at any time by contacting us as described at the end of these Terms.

## **5. Prohibited Activities**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

We may suspend or terminate your account if you engage in conduct that we deem, in our sole discretion, to be improper, unfair, fraudulent, illegal, or otherwise adverse to the operation of the Services or in any way detrimental to other users. You are solely responsible for your interactions with other users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

As a user of the Services, you agree not to:

1. Falsify personal information, including cryptocurrency wallet information, provided to use the Services;
2. Attempt to impersonate another user or person;
3. Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise;
4. Use automated means (such as a spider, robot, cheat utility, scraper, offline reader, scripts, or other software) to create user accounts, collect personal information, retrieve data, or content from the Services, or send comments or messages;
5. Tamper with the administration of the Services;
6. Circumvent, disable, or otherwise interfere with security-related features of the Services, including features designed to restrict access to, use of, or copying of the Services;
7. Copy, reverse engineer, or adapt the Service's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
8. Obtain information on other users in order to spam, harass, abuse, or harm another person;
9. Disparage, tarnish, or otherwise harm us or the Services;
10. Abuse the Services in any way;
11. Use the Services in a manner inconsistent with applicable laws or regulations, including but not limited to facilitating illegal gambling.
12. Systematically retrieve data or other Content (as defined below) from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
13. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
14. Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein;

15. Make improper use of our support services or submit false reports of abuse or misconduct;
16. Engage in unauthorized framing of or linking to the Services;
17. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services;
18. Delete the copyright or other proprietary rights notice from any Content;
19. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms," or "pcms");
20. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you; or
21. Otherwise violate these Terms or any other agreement between you and another user, or you and jk labs inc., regarding use of the Services.

Additionally, you are strictly prohibited from using the Services to support any of the products, services, or methods of selling categorized below:

22. Gambling: Placement of any wager or payout of any winnings in support of the operations of any land-based casino, on-track or off-track betting site, or other betting house;
23. Daily Fantasy Sports or Other Games of Skill: Direct placement of a wager for Daily Fantasy Sports (DFS) or for clear games of skill, such as in-person betting on a user's own skilled performance like a race, chess match, golf game, etc.;
24. Gambling Games or Games of Chance: Direct placement of a wager or the marketing, purchase, sale, or exchange of any credit used to place a wager on any contest that has any clear element of a game of chance, including sports betting, track betting, online slots, poker, etc., whether live or virtual or any other wager on a future contingent event not under the participants' control;
25. Derivatives Contracts: Purchase, sale, exchange, or provision of any derivative financial vehicle, including any forward, option, swap, or nonexempt futures contract;
26. Prediction Markets: Placement of funds to enter into a kind of futures contract whose value is dependent on any certain event, outcome, or condition of any kind rooted in society or economics that supplies useful information to market participants or broader economies;
27. Raffle Services: Payment for admission to any contest to obtain something of value by lot or chance, entry to which requires payment of a flat entry fee, where most funds raised are earmarked for a gift or charitable contribution; and

28. Sweepstakes: Payment for admission to any contest to obtain something of value by lot or chance, entry to which comes with the payment of a fee or independent purchase, as long as the fee or purchase is not required for entry.

If for any reason the Services are not running as planned (e.g., if a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes of any kind corrupts or affects the administration, security, integrity, or conduct of the Services), we reserve the right, in our sole discretion, to cancel, terminate, modify, or suspend the Services.

Our failure to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of these Terms.

## **6. Assumption of Risk Related to Blockchain Technology**

By utilizing the Services or interacting with the Site and/or the App in any way, you represent and warrant that you understand and accept the inherent and heightened risks associated with cryptographic systems and blockchain-based networks; Digital Assets, including the usage and intricacies of native cryptocurrencies and other blockchain-based assets (collectively, “Digital Assets,”) like Ethereum (ETH); Ethereum blockchain-based tokens, and systems that interact with blockchain-based networks. jk labs inc. neither owns nor controls any of the contracts displayed on the Services (“Supported Contracts”), the underlying software through which blockchain networks are formed or smart contracts deployed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it.

By using the Services, you acknowledge and agree (1) that jk labs inc. is not responsible for the operation of the software and networks underlying the Services, (2) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (3) that the underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Services. You understand and accept that jk labs inc. does not control and is not responsible for any third-party service.

Blockchain networks use public/private key cryptography. You alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to Digital Assets on the Ethereum blockchain or other blockchain-based network. If your private key(s) are lost, neither the Company nor any other person or entity will be able to retrieve or protect your Digital Assets.

The Services and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of jk labs inc. to continue to make available its proprietary software and, thus, could impede or limit your ability to access or use the Services.

You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to Digital Assets and the Services, and could result in the theft or loss of your Digital Assets. We cannot guarantee or ensure full security of the Services.

You understand that the Ethereum blockchain remains under development, which creates technological and security risks when using the Services in addition to uncertainty relating to

Digital Assets and transactions therein. You acknowledge that the cost of transacting on the Ethereum blockchain is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain, which may result in price fluctuations or increased costs when using the Services.

You acknowledge that the Services are subject to flaws and that you are solely responsible for evaluating any code provided by the Services, Site, and/or the App. This warning and others jk labs inc. provides in these Terms in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Services or accessing the Site and/or the App.

Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Asset on the Site and/or the App or otherwise during the use of the Services does not indicate our approval or disapproval of the technology on which the Digital Asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of Digital Asset.

We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (1) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (2) SERVER FAILURE OR DATA LOSS; (3) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (4) UNAUTHORIZED ACCESS TO SERVICES; OR (5) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

## **7. User Contributions**

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site and/or the App, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "User Contributions").

You acknowledge and agree that all User Contributions, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom the User Contributions originated. This means that you, not us, are entirely responsible for all User Contributions that you upload, post, share, email, transmit, or otherwise make available via the Service. Under no circumstances will we be liable in any way for any User Contributions. User Contributions may be viewable by other users of the Services and through third-party websites. As such, any User Contributions you transmit may be treated as non-confidential and non-proprietary.

When you create or make available any User Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your User Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
2. You are the creator and owner of the User Contributions, or have the necessary licenses, rights, consents, releases, and permissions to use the User Contributions. You authorize us and other users of the Services to use your User Contributions in any manner contemplated by the Services and these Terms;
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your User Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your User Contributions in any manner contemplated by the Services and these Terms;
4. Your User Contributions are not false, inaccurate, or misleading;
5. Your User Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
6. Your User Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable, as determined in our sole discretion;
7. Your User Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your User Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people;
9. Your User Contributions do not violate any applicable law, regulation, or rule, including but not limited to violating laws regarding facilitating illegal gambling;
10. Your User Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;
11. Your User Contributions do not violate the privacy or publicity rights of any third party;
12. Your User Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
13. Your User Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap; and
14. Your User Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

We have the right (but not the obligation), in our sole and absolute discretion, (1) to edit, redact, or otherwise change any User Contributions; (2) to re-categorize any User Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any User Contributions at any time and for any reason, without notice. We have no obligation to monitor your User Contributions.

You understand that by using the Services, you may be exposed to User Contributions that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Contributions. You further acknowledge and agree that you bear the sole risk of reliance on any User Contributions available on or through the Services.

Any use of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

## **8. Contest Requirements**

To host a contest (“Contest”) using the Services, you must do the following:

1. Set forth the Contest’s rules with sufficient particularity that the average, reasonable person can understand what the Contest is calling for and how their entries will be evaluated;
2. Set forth in the Contest’s description the prize(s) for winning entry(ies) accurately and truthfully, including the value of such prizes;
3. Set forth clear Contest judging criteria so participants know how their entries will be judged and use judging criteria that requires participants to use some skill, talent, or creativity in their contest entries. Judging criteria may not be a proxy for random selection of a winner. This criteria will also tell the judging body what to look for and how to assign value or rank entries. For example, a judging criteria may rank values as “33.3% for creativity, 33.3% for originality, and 33.3% for adherence to topic.”
4. Disclose how long the contest will last, and the maximum number of puzzles, games, or other requirements a user must fulfill to win;
5. The date on which the contest will end;
6. Set forth how any ties will be resolved;
7. Whether future contest tasks will be more difficult than the initial contest requirements; and
8. Disclose how many entrants are expected, or if there is a maximum number of entrants, what that number is.

We have the right (but not the obligation), in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contest (and if you do not accept those changes, remove the contest from the Platform); (2) to re-categorize any Contest to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contest at any time and for any reason, without notice.

## **9. Contribution License**

By posting your User Contributions to any part of the Services or making User Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display,



reformat, translate, transmit, excerpt (in whole or in part), and distribute such User Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such User Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the Marks, trade names, logos, and personal and commercial images you provide. You also grant and authorize sublicenses of the foregoing.

You waive all moral rights in your User Contributions, and you warrant that moral rights have not otherwise been asserted in your User Contributions. We do not assert any ownership over your User Contributions or any intellectual property rights associated with your User Contributions. You retain full ownership of all of your User Contributions and any intellectual property rights or other proprietary rights associated with your User Contributions. We are not liable for any statements or representations in your User Contributions provided by you in any area on the Site and/or the App. You are solely responsible for your User Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your User Contributions.

The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **10. User Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Services (“User Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these User Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such User Submissions, and you hereby warrant that any such User Submissions are original with you or that you have the right to submit such User Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your User Submissions.

## **11. Limited License Grant**

Unless otherwise indicated, the Services are our proprietary property. All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Services (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Services “as is” for your information and personal use only.

Provided that you are eligible to use the Services, you are granted a personal, limited, non-exclusive, non-transferable license to access and use the Services for your personal, non-commercial use (“License”). Your acquired rights are subject to your compliance with this License. Any commercial use is prohibited. You are expressly prohibited from modifying, sub-licensing, renting, leasing, transferring, or distributing the Services or any rights to use the Services (including, without limitation, your registration data and/or any other similar information). The term of your License shall commence on the date that you install or otherwise access or use the Services, and shall end on the earlier of the date that you dispose of the Services, or our termination of this license.

You may not copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Services or any component of it, except as expressly authorized by us. Unless expressly authorized in writing by us, you are prohibited from making the Services (and/or a copy of the Services) available on or over a network where it could be used and/or downloaded by multiple users. You may not remove or alter any of our Marks, any legal notices included in the Services, and/or any related assets. Your right to use the Services is also predicated on your compliance with any applicable terms or agreements you have with third parties when using the Services.

Except as expressly licensed to you herein, we and our licensors reserve all right, title, and interest in the Services, and all associated copyrights, Marks, and other intellectual property rights therein. Except to the extent permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Services, or any component thereof, by any means whatsoever. You may not remove, alter, or obscure any product or brand identification, copyright, or other intellectual property notices in the Services. All rights not expressly granted herein are reserved by us.

Your rights under this License will terminate immediately and automatically without any notice from us if you fail to comply with any of provision of these Terms or any other governing agreement. Promptly upon termination, you must cease all use of the Services and destroy all copies of the Services in your possession or control. Termination will not limit any of our other rights or remedies under these Terms, at law, or in equity.

## **12. Social Media**

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: providing your Third-Party Account login information through the Site and/or the App; or allowing us to access your Third-Party Account, as is permitted under the terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the provider of the Third-Party Account.

By granting us access to any Third-Party Account, you understand that we may be granted permission to access or store any content that you have provided to your Third-Party Account (the “Third-Party Account Content”) so that it is available on and through the Site and/or the App. Depending on the policies and privacy settings governing the Third-Party Account, we may send to and receive from your Third-Party Account information that you provided to your Third-Party Account, including potentially personally identifiable information such as friends

lists. You acknowledge and agree that we may be granted access your address book associated with a Third-Party Account and/or your contacts list stored on your mobile device or tablet computer for the purpose of identifying and informing you of those contacts who have also registered to use the Services.

You will have the ability to deactivate the connection between the Services and your Third-Party Accounts at any time through your account settings or by contacting us using the contact information below. Following deactivation, we will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account. Please note that if access to a Third-Party Account becomes unavailable, the Third-Party Account Content may no longer be available on and through the Site and/or the App.

YOUR RELATIONSHIP WITH THE THIRD PARTY PROVIDING YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENTS WITH SUCH THIRD PARTIES. We make no effort to review any Third-Party Account Content for any purpose, including but not limited to, accuracy, legality, and infringement. We are not responsible for any Third-Party Account Content.

### **13. Third-Party Services and Content**

The Services may provide links to third-party applications, services, or websites, including advertising that may link to a third party. Linking to any such third-party applications, services, or websites does not imply approval or endorsement thereof by us. You understand that when you click on these links any data which you provide afterwards is subject to that third party's terms of service and privacy policy, and not to our Terms or our Privacy Policy. We can take no responsibility for the content, safety, privacy, or security of any third-party application, service, or website. You shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any third-party applications, services, or websites.

### **14. Management of our Services**

We reserve the right (but not the obligation) to: (1) monitor the Services for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your User Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

### **15. Modifications and Interruptions**

We reserve the right to change, remove the content of, or discontinue the Services at any time without notice and for any reason at our sole discretion. We will not be liable to you or any third party for any loss, damage, or inconvenience resulting from any modification, price change, suspension, or discontinuance of the Services. We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems, and we need to perform

maintenance related to the Services that may result in interruptions, delays, or errors. Nothing in these Terms will be construed to obligate us to maintain, support, update, or correct the Services.

## **16. Termination**

These Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE ALSO MAY DELETE YOUR ACCOUNT AND ANY ASSOCIATED CONTENT OR INFORMATION AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. YOU ASSUME ANY AND ALL RISK OF LOSS ASSOCIATED WITH THE TERMINATION OF OUR SERVICES.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

If you wish to terminate your account, you may simply discontinue using the Services or contact us as described at the end of these Terms expressly stating that you wish to terminate your account.

All provisions of these Terms shall survive termination.

## **17. Disclaimer**

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR (1) THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES, (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OUR SECURE SERVERS AND/OR PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, AND (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, WEBSITE, OR APPLICATION ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, OR ANY HYPERLINKED WEBSITE. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING

ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, AND YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. YOU RELEASE JK LABS INC. FROM ALL LIABILITY FOR YOU HAVING ACQUIRED OR NOT ACQUIRED CONTENT THROUGH THE SERVICES.

#### **18. Limitations of Liability**

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER JK LABS INC. NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY (EVEN IF JK LABS INC. HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SERVICES; THE USE OR THE INABILITY TO USE THE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS, OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN INDIVIDUAL TO JOIN OR PARTICIPATE IN A CONTEST); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SERVICES OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, TRANSACTIONS, IMAGES, OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, JK LABS INC.'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO JK LABS INC. FOR GENERAL USE OF THE SERVICES DURING THE TERM OF YOUR REGISTRATION FOR THE SERVICES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, LIABILITY OF JK

LABS INC. SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ADDITIONAL DISCLAIMERS MAY APPEAR WITHIN THE SERVICES AND ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT ANY SUCH DISCLAIMERS PLACE GREATER RESTRICTIONS ON YOUR USE OF THE SERVICES OR THE CONTENT CONTAINED THEREIN, SUCH GREATER RESTRICTIONS SHALL APPLY. THIS LIMITATION OF LIABILITY SHALL APPLY TO THIRD PARTY CLAIMS AS WELL AS CLAIMS BETWEEN THE PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IF YOU ARE A NEW JERSEY RESIDENT, OR A RESIDENT OF ANOTHER STATE THAT PERMITS THE EXCLUSION OF THESE WARRANTIES AND LIABILITIES, THEN THE ABOVE LIMITATIONS SPECIFICALLY DO APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH 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.

IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO CALIFORNIA CIVIL CODE SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.

## **19. Indemnification and Release**

By using the Services, you agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your access to or use of the Services; (2) your breach of these Terms; (3) your User Contributions; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; (5) your interaction with any other users; or (6) any other claims made by any third party in connection with your use of the Services.

Notwithstanding the foregoing, we reserve the right, at our expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses. We will use reasonable efforts to notify you of any such claim or proceeding which is subject to this indemnification upon becoming aware of it.

## **20. Mandatory Arbitration**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT IN COURT.

### **a. Informal Dispute Resolution Procedure**

If a Dispute (as that term is defined below) arises between you and jk labs inc., we are committed to working with you to try to reach a reasonable resolution. For any such Dispute, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. Such informal resolution requires first sending a written description of the dispute to the other party. For any Dispute you initiate, you agree to send the written description of the Dispute along with the email address associated with your account, if applicable, to the following email address: [hello@jklabs.co](mailto:hello@jklabs.co). The written description must be on an individual basis and provide, at minimum, the following information: your name; a description of the nature or basis of the claim or dispute; the specific relief sought; and proof of your relationship with jk labs inc. If the Dispute is not resolved within sixty (60) days after receipt of the written description of the Dispute, you and jk labs inc. agree to the further Dispute resolution provisions below.

The aforementioned informal dispute resolution process (the “Informal Dispute Resolution Procedure”) is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

#### **b. Mutual Arbitration Agreement**

If the informal dispute resolution procedure does not lead to resolution, then either party may initiate binding arbitration as the sole means to resolve Disputes (except as provided in herein), subject to the terms set forth below and the National Arbitration and Mediation (“NAM”) rules. If you are initiating arbitration, a copy of the demand shall also be emailed to [hello@jklabs.co](mailto:hello@jklabs.co). If you are a jk labs inc. account holder, any demand initiating arbitration, whether filed by you or jk labs inc., must include the email address you used to create your account with jk labs inc.

You agree that by using the Services in any way, you unconditionally consent and agree that any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against jk labs inc. and/or its parent, subsidiaries, affiliates and each of their respective current or former members, officers, directors and employees (all such individuals and entities collectively referred to herein as the “jk labs inc. Entities”) arising out of, relating to, or connected in any way with jk labs inc.’s Services or these Terms, including the determination of the scope, enforceability, or applicability of this Arbitration Agreement (as defined below), including, but not limited to any claim that all or any part thereof of this Arbitration Agreement is void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment) (“Dispute”) will be resolved exclusively by final and binding arbitration in accordance with this section (“Arbitration Agreement”). This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1–16.

Notwithstanding the parties’ decision to resolve all Disputes through arbitration, each party retains the right to (1) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court’s jurisdiction, regardless of what forum the filing party initially chose; (2) bring an action in state or federal court to protect its intellectual property rights (“intellectual property rights” in this context means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights) or for defamation; and (3) seek a declaratory

judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this Arbitration Agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

**c. Class Arbitration and Collective Relief Waiver**

YOU AND JK LABS INC. ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THE "BATCH ARBITRATION" SUBPART BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR COLLECTIVE ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM, UNLESS JK LABS INC. PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

With the exception of this "Class Arbitration and Collective Relief Waiver" subpart and the "Batch Arbitration" subpart below, if any part of this Arbitration Agreement is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of NAM, then the balance of this Arbitration Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, this "Class Arbitration and Collective Relief Waiver" subpart or the "Batch Arbitration" subpart below is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor jk labs inc. shall be entitled to arbitrate their dispute.

**d. Arbitration Rules**

The arbitration will be administered by NAM and conducted before a sole arbitrator in accordance with the rules of NAM, including, as applicable, NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at [www.namadr.com](http://www.namadr.com) or by emailing National Arbitration and Mediation's Commercial Dept at [commercial@namadr.com](mailto:commercial@namadr.com).

**e. Arbitration Location and Procedure**

For all U.S. residents, the arbitration shall be held (1) at a location determined under the applicable NAM rules and procedures that is reasonably convenient for you and is no more than one hundred (100) miles from your home or place of business; or (2) at another location you and we agree upon. For non-U.S. residents, the arbitration shall be held in San Antonio, Texas (unless otherwise agreed by the parties). The arbitrator shall apply Texas law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator



determines have not been filed in good faith, as well as for a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Arbitration Agreement.

If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and jk labs inc. submit to the arbitrator, unless the arbitrator determines that a hearing is necessary or the parties agree otherwise. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and jk labs inc. (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

#### **f. Batch Arbitration**

To increase the efficiency of administration and resolution of arbitrations, in the event one hundred (100) or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM against jk labs inc. ("Mass Filing"), the parties agree (1) to administer the Mass Filing in batches of one hundred (100) demands per batch (to the extent there are fewer than one hundred (100) arbitration demands left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (2) to designate one arbitrator for each batch; (3) to accept applicable fees, including any related fee reduction determined by NAM in its discretion; (4) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (5) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by jk labs inc. and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (6) that the staged process of batched proceedings, with each set including one hundred (100) demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted.

You agree to cooperate in good faith with jk labs inc. and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims.

The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will

provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This “Batch Arbitration” provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless jk labs inc. otherwise consents in writing, jk labs inc. does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this “Batch Arbitration” subpart. If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

The parties agree that this batching provision is integral to the Arbitration Agreement insofar as it applies to a Mass Filing. If the batching provision in this “Batch Arbitration” subpart is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor jk labs inc. shall be entitled to arbitrate any claim that is a part of the Mass Filing.

#### **g. Mediation Following First Batch in a Mass Filing**

The results of the first batch of demands will be given to a NAM mediator selected from an initially proposed group of five (5) mediators, with jk labs inc. and the remaining claimants’ counsel being able to strike one mediator each and then rank the remaining mediators and the highest collectively ranked mediator being selected. The selected mediator will try to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, jk labs inc., the mediator and the remaining claimants will have ninety (90) days (the “Mediation Period”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If they are unable to resolve the outstanding demands during the Mediation Period, and cannot agree on a methodology for resolving them through further arbitrations, either jk labs inc. or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in court. Notice of the opt-out will be provided in writing within sixty (60) days of the close of the Mediation Period. If neither jk labs inc. nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Opt out of arbitration under this section shall not be construed as opt out of the section titled “Class Action Waiver” below. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

#### **h. Arbitrator’s Decision**

The arbitrator’s decision shall be controlled by these Terms and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Services. The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum’s rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with the terms of the “Disclaimer” and “Limitations of Liability” sections of these

Terms as to the types and the amounts of damages or other relief for which a party may be held liable. Except for decisions in arbitrations that are joined together in a single batch, no individual arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration if authorized under applicable substantive law governing the claims in the arbitration.

**i. Fees**

If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, jk labs inc. will pay any filing and hearing fees in excess of \$250 that the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith, in which case arbitration fees (including attorneys' fees) may be imposed upon you consistent with the Arbitrator's Rules and the standard for sanctions set forth in Federal Rule of Civil Procedure 11. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise, including as set forth in this Arbitration Agreement.

The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in the "Batch Arbitration" subpart) provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Arbitration Agreement while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

**j. 30-Day Right to Opt Out.**

You have the right to opt out and not be bound by the Arbitration Agreement by sending written notice of your decision to opt out to [hello@jklabs.co](mailto:hello@jklabs.co) with the subject line, "ARBITRATION OPT-OUT." The notice must be sent within thirty (30) days of (1) 10/30/2023; or (2) your first use of the Services, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you reject any such changes by opting out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law. If you do opt out of the Arbitration Agreement, any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If you opt out of the Arbitration Agreement, jk labs inc. also will not be bound by it.

**k. Changes**

jk labs inc. will provide thirty (30) days' notice of any material changes to this "Mandatory Arbitration" section or the "Class Action Waiver" section below. Any such changes will go into effect thirty (30) days after jk labs inc. provides this notice and apply to all claims not yet filed regardless of when such claims may have accrued. If jk labs inc. changes this "Mandatory Arbitration" section after the date you first accepted this Arbitration Agreement (or accepted any

subsequent changes to this Arbitration Agreement), you agree that your continued use of the Services thirty (30) days after such change will be deemed acceptance of those changes.

## **21. Class Action Waiver**

You may only resolve Disputes with jk labs inc. on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, collective, consolidated, or representative action. Except as described in the “Batch Arbitration” subpart of the “Mandatory Arbitration” section above, class actions, class arbitrations, collective actions, private attorney general actions and consolidation with other arbitrations are not allowed. Changes can be made to this section as detailed in the “Changes” subpart of the “Mandatory Arbitration” section above.

## **22. Governing Law**

For any dispute not subject to arbitration, you and jk labs inc. agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Wake County, North Carolina, USA. The parties hereby consent to, and waive, all defenses of lack of personal jurisdiction. The parties also hereby waive all defenses of forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are excluded from these Terms. You further agree to accept service of process by mail.

The Terms and the relationship between you and jk labs inc. shall be governed by the laws of the State of North Carolina without regard to conflict of law provisions.

## **23. Miscellaneous**

These Terms and any other policies posted by us on the Site and/or the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

These Terms operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. The parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the remainder of the provision shall be interpreted to achieve as closely as possible the effect of the original term and all other provisions of the Terms remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

We may assign any or all of our rights and obligations to others at any time. These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with our prior written consent. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms or use of the Services.

You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

## **24. Contact Us**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at: [hello@jklabs.co](mailto:hello@jklabs.co).

All email sent to us should be generated by the person in whose name the email account is registered. Emails shall not mask the identity of the person sending them, including by using a false name or someone else's name or account. If you are a customer and the topic of your email is a service issue, you must include your full name, username, and address in order to ensure that we can respond. By providing us your email address, you authorize us to use that email address to deliver notices or disclosures related to the Services and as otherwise described in our Privacy Policy. You may opt out of these communications at any time by using the contact information above.