

Updated 5th May, 2025

Introduction

The services offered on our Arweave Data Storage SDK platform (the “**Platform**”) are owned and operated by Not Community Labs Inc. (“Community Labs,” “we,” “us,” “our,” etc.). Please read these Terms of Service and Privacy Policy (this “**Agreement**”) carefully, as you are agreeing to be bound by these terms by using our Service.

This Agreement applies to all Users of the Service. If you do not agree with any part of this Agreement, you must not use the Service. Your continued use of the Service will constitute your acceptance of this Agreement. Any new features or tools which are added to the current Service shall also be subject to this Agreement. You can review the most recent version of this Agreement at any time here. We reserve the right to update, change, or replace any part of this Agreement by posting updates and/or changes. It is your responsibility to check the Service periodically for changes. Your continued use of the Service following the posting of any changes constitutes acceptance of those changes.

PLEASE NOTE: OUR PLATFORM COLLECTS CERTAIN INFORMATION FROM YOU IN CONNECTION WITH THE USE OF CERTAIN SERVICES. OUR USE AND SHARING OF SUCH INFORMATION IS DISCLOSED IN AND GOVERNED BY THIS AGREEMENT (SEE THE PRIVACY SECTION BELOW) WHICH YOU ACKNOWLEDGE YOU HAVE READ AND WITH WHICH YOU AGREE AS PART OF USING THE PLATFORM. OUR SERVICES ALSO DO PROVIDE CERTAIN OPTIONS THAT ARE COMPLETELY PRIVATE; IF YOU DO NOT WISH TO PROVIDE US WITH INFORMATION ABOUT YOURSELF, PLEASE ONLY USE THE STATED PRIVATE SERVICES OR DO NOT USES OUR SERVICES AT ALL.

PLEASE NOTE FURTHER: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE. BY BINDING YOURSELF TO THIS AGREEMENT AND USING OUR SERVICES HEREUNDER, YOU EXPRESSLY WAIVE YOUR RIGHT TO BRING CLAIMS OUTSIDE OF ARBITRATION.

General Terms

Definitions

Throughout this Agreement, we may use certain words or phrases, and it is important that you understand the meaning of them. The list is not all-encompassing, and no definition should be considered binding to the point that it renders this Agreement nonsensical:

“**Agreement**” means these Terms of Service.

“Arweave Data Storage SDK”, “we”, “us”, “our”, or the “Company” refers to our company, Platform, Service, or a combination of all or some of the preceding definitions, depending on the context of the word.

“Service” refers to our Platform, and any other products, websites, applications, and services offered by us including, without limitation, Arweave Data Storage SDK, Arweave Storage SDK, and Data Service Upload.

“User” refers but is not limited to all users of the Service.

“User Content” refers to any content, digital files, text, communications, images, photos, links, and other material submitted by a User to any section of the Service where Users are allowed to submit content.

“You” refers to you, the person who is entering into this Agreement with Arweave Data Storage SDK.

Eligibility

In order to use our Service, you must meet a number of conditions, including but not limited to:

- You must not be in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, us, and you. For example, if the Office of Foreign Assets Control prohibits conducting financial transactions with nationals, residents, or banks of your country, you must not use our Service.
- You must be over the age of eighteen (18) or at least thirteen (13) having the written consent of your parent or guardian.
- You must not sign up or use the Services on behalf of a natural person or entity other than (i) yourself, (ii) a person to whom you are a legal guardian, and/or (iii) a person on whose behalf you are legally authorized to act (e.g., a spouse or family member under certain medical protocols).

Rules of Use

All of the content in the Service is made available only for your personal, lawful, non-commercial use. Use of the Service by a competitor company or other non-consumer third party is prohibited.

You may not use our Service for any unlawful purpose and agree that it is solely your responsibility to ensure that the use of the Service is lawful in the jurisdiction in which you are located. In addition to other prohibitions as set forth in the Agreement, you must not:

- Use the Service to solicit others to perform or participate in any unlawful acts.

- Use the Service to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.
- Use the Service to infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- Use the Service to harass, abuse, insult, harm, defame, slander, disparage, intimidate, bully, or discriminate, or threaten any of the above, based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; or to use hateful speech against any other person or User for any reason.
- Use the Service to submit false or misleading information.
- Use the Service to collect, track, and/or publish the personal information of others.
- Use the Service to spam, phish, pharm, pretext, spider, crawl, or scrape.
- Use the Service to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses without any refund to you for prepaid Service, if any.

Acknowledgment

You acknowledge and agree that the Service is intended solely for file storage. We have no control over the type of files that you or other Users upload to our Service. We are not responsible, and you hereby fully release us, from any damages resulting from your use of the Service.

Modifications to the Services

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) in its entirety as well as with regard to any individual User without notice at any time.

We shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Service in accordance with this Section.

Wallet Creation

In order to access certain features of the Service (e.g., the Arweave Storage SDK service or Data Upload Service), you may be required to create a Wallet ("**User Wallet**"). However, the User Wallet is in the form of a decentralized wallet and, therefore, there is no centralized database operated by us that collects your User Wallet information.

You should not reveal your wallet access credentials (e.g., your wallet login or seed details) to any other person. We will never ask you to reveal your credentials. If you misplace your credentials, you CANNOT request to have your access to the Service restored because we do not have access to such credentials.

You agree to indemnify Arweave Data Storage SDK and its employees, contractors, officers, directors, shareholders, agents, representatives, vendors, and content providers harmless for any improper or illegal use of any of your User Wallet. This includes illegal or improper use by someone to whom you have given permission to use your User Wallet or whom you have negligently allowed to access your User Wallet.

User Content

You are solely responsible for any User Content submitted by you. Our Service offers both encrypted and unencrypted storage options. Encrypted storage options utilized by you shall remain secure and private within the best efforts of our encryption technology. Notwithstanding the foregoing, please refer to our Representations and Warranties as we cannot warrant that our system will be free of errors and that, therefore, we do not warrant, outside of our good faith efforts, that encrypted storage will remain encrypted. You understand that with respect to unencrypted file storage you have no expectation of privacy regarding such communications.

With respect to private communications, we shall only share such communications upon your prior consent *unless* we are required to share such communication by operation of the law (e.g., subpoena, investigation, court order, etc...). You are responsible for complying with all laws applicable to your User Content. You agree not to submit to the Service, or transmit to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, or rights of privacy or publicity). You will not provide inaccurate, misleading or false information to us or to any other User of the Service. If information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change.

We have no ability to delete files or communications that you add to the permaweb. Your uploading of any files to the permaweb shall be permanent and you assume all risks in connection with such files. We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. Your use of the Service is at your own risk.

You represent and warrant that you have all necessary rights in and to any User Content that you submit within the Service, that such User Content does not infringe any proprietary or other rights of third parties, that all such content is accurate and will not cause injury to any person or entity, and that you will indemnify Arweave Data Storage SDK and its employees, contractors, officers, directors, shareholders, agents, representatives, vendors, and content providers for all claims resulting from your submitted and posted content. If any such materials incorporate the name, voice, likeness and/or image of any individual, you represent and warrant that you have the right to grant Arweave Data Storage SDK permission to use any such name, voice, likeness

and/or image of such individual appearing in the materials you post throughout the world in perpetuity.

You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

Your Interactions with Other Users

You are solely responsible for your interactions with other Users if any. You understand that we do not conduct criminal background checks or other screenings of our Users. We also do not verify the statements of our Users and make no representations or warranties as to the conduct of Users or their compatibility with any current or future User. We reserve the right to conduct any criminal background check or other screenings, at any time and using available public records.

We are not responsible for the conduct of any User. In no event shall we, our agents, affiliates, or partners be liable (directly or indirectly) for any losses or damages, whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to conduct of you or anyone else in connection with the use of the Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Users or persons you meet through the Service.

You agree to take all necessary precautions in all interactions with other Users in both online and in person settings. You understand that we make no guarantees, either express or implied, regarding your compatibility with Users or other persons you encounter while in use of the Service or as a result of using the Service.

You may not use any portion of the Service to collect information, including login credentials, about other users, and use of such information to send unsolicited communications or for any other purpose is strictly prohibited. You may not advertise any goods or services on any component of the Service, or otherwise exploit your participation on or through the Service for any commercial purpose.

Your Personal Information

Your submission of personal information through the Service is governed by this Agreement.

In Service Purchases

Certain features of the Service may be subject to a fee (a "Fee"). These features may include the possibility to purchase certain products or services (such as file storage) via the Service. By using our Service, you consent and agree to pay any and all Fees. We reserve the right to change the pricing for the goods and services offered through the Service at any time.

You are responsible for all charges and usage on your User Wallet or using your user credentials and all purchases made by you or anyone that uses your User Wallet or user credentials, including applicable taxes. You may pay using the methods available in the Service from time to time, and you agree to the terms and conditions applicable to each payment method you choose, including any additional payment processing fees which may be applicable. We are not responsible or liable for any issues related to the services provided by the payment provider to you in connection with the purchase.

You (i) represent that you are authorized to use the payment method you use and that any payment information you provide is true and accurate; and (ii) authorize us and/or the applicable payment provider to charge you for the Service using your payment method. You must promptly update all billing information to keep it current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us and the applicable payment provider if your credit card is canceled, lost or stolen or if the security of your payment method has otherwise become compromised.

You are solely responsible for any costs you incur to access the Service through any Internet, wireless or other communication service, such as any fees for web browsing, messaging, and data usage on an Internet provider's or wireless carrier's network. Check with your carrier to determine the fees that apply.

License Restrictions

You agree that by using our Service, you are receiving a license to access, download, and use the Service in compliance with this Agreement, applicable laws, and any additional terms located within our Service which are hereby incorporated into this Agreement by reference. This license may be used by you only, and you are solely responsible and liable, and agree to indemnify us to the fullest extent, including attorneys' fees and court costs, for any legal action or dispute that arises from the use of your license by someone other than you. You must not attempt to reverse engineer, redistribute, resell, or otherwise copy or manipulate our Service.

We may revoke our license to you at any time for any reason without notice or explanation, and we shall not, in any event, be liable to you for any losses suffered as a result of any unanticipated cancellation of our Service. We will generally attempt to notify you prior to cancelling your access to our Service unless you have breached this Agreement or any applicable law, though we are not obligated to do so.

Usage Information

You acknowledge and agree that we may use, track, store, copy, distribute, broadcast, transmit, publicly display and perform, reproduce, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit any feedback or other information that you provide to us via the Services in accordance with the privacy policy hereunder. If you are deemed to

have retained, under applicable law, any right, title or interest in or to any portion of such information or materials, you agree to and hereby do assign solely and exclusively to us all of your right, title and interest in and to such information or materials, without additional consideration, under applicable patent, copyright, trade secret, trademark and other similar laws or rights, in perpetuity. If such assignment is ineffective under applicable law, you hereby grant us the sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display, use, and practice such information or materials, and to incorporate the same in other works in any form, media, or technology now known or later developed. To the extent permitted by applicable laws, you hereby waive any moral rights or rights of publicity or privacy you may have in such information or materials.

Errors and Inaccuracies

We make every effort to provide complete, accurate, and up-to-date information on our Service. Unfortunately, it is not possible to ensure that any service is completely free of human or technological errors. Occasionally, our Services may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to change or update information at any time without prior notice.

We assume no obligation to update, amend, or clarify information in the Service or any Third-Party Service (as defined below), including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any Third-Party Service, should be taken to indicate that all information in the Service or on any Third-Party Service has been modified or updated.

Third-Party Services

At times, the Service may allow you to connect to or communicate with other apps, websites, or services owned, operated, or controlled by third-parties, including those linked to by other Users ("**Third-Party Services**"). Links to Third-Party Services are offered strictly for informational and convenience purposes and should not be construed as referrals or endorsements by us of the Third-Party Services. The Third-Party Services are developed and maintained by the respective third parties and are governed by their own terms of service and privacy policies. You should read the privacy policies and terms of service agreements of all Third-Party Services. We are not responsible for the content of Third-Party Services, nor do we make any warranties or representations with regard to the content, accuracy, opinions, warranties, products or services, privacy or security, intellectual property compliance, or links of such Third-Party Services.

Downtime

Our Service may become unavailable from time to time due to security reasons, legal reasons, technical updates, or other reasons. You agree that we are not obligated to inform you of such downtime — even if we are aware that it may occur — or to provide a reason for it, and that you release us from all liability relating to the unavailability of our Service.

Our Copyright

We rely on the uniqueness of the Service and content to distinguish itself from third-party competitors. You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on the Service, including content licensed to us by third parties, without receiving our prior written permission.

Trademarks

Arweave Data Storage SDK, Not Community Labs Inc., Community Labs, and their various image marks (as found on the Service) are trademarks used by us to uniquely identify our Service and business. You agree not to use these phrases anywhere without our prior written consent. Additionally, you agree not to use our trade dress, or copy the look and feel of our Service or its design, without our prior written consent. You agree that this paragraph goes beyond the governing law on intellectual property law and includes prohibitions on any competition that violates the provisions of this paragraph, including starting your own service, whether or not it competes directly or indirectly with us or our Service.

Revocation of Consent

We may revoke our consent for your use of our intellectual property, or any other permission granted to you under this Agreement, at any time. You agree that if we so request, you must take immediate action to remove any usage of our intellectual property that you may have engaged in, even if it would cause a loss to you.

Copyright & Trademark Infringement

We take copyright infringement very seriously, and we have registered a Copyright Agent with the United States Copyright Office, which limits our liability under the *Digital Millennium Copyright Act* (DMCA).

However, it is important for you to understand that we do not operate servers to store any data uploaded via the Arweave Data Storage SDK Services. File uploads get stored in unrecognizable immutable pieces across thousands of other people's computers. No single, complete file is ever actually uploaded. The files get broken into pieces and a data identifier is assigned to those pieces in order to collect and access them at a later time. As such, we cannot remove a file from the servers; however, if we receive a DMCA notice from you, we will work to

have the data identifier to such content removed so that the content is not searchable or accessible via gateways that are operated by us (we have no control over third-party gateways using our open source technology).

If you believe that your copyright has been infringed, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our Platform of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification electronically and send it to our Copyright Agent at email: "team (at) communitylabs (dot) com" and/or letters containing the foregoing may be mailed to:

Not Community Labs Inc
344 Grove St #4038,
Jersey City, NJ 07302
email: team (at) communitylabs (dot) com

Although U.S. law does not provide for a similar procedure for trademark infringement, we recommend that you send us similar information to that above in regard to any allegation of trademark infringement, and we will address it as soon as practicable.

Communications Decency Act & Constitutional Protection

Similar to the DMCA provisions above, United States law include Section 230 of the Communications Decency Act and the First Amendment to the Constitution of the United States, create a defense for us for the actions of third parties in regard to any defamatory content posted on our Service. Although we are not liable for defamatory words posted on our Service by our Users even if given notice, we do prohibit defamation under this Agreement and we may, if we believe the situation warrants it, take action against the offending User. Please notify us at email: "team (at) communitylabs (dot) com" if any of our Users have posted anything that you believe is defamatory. Note that administrators and management should, ideally, be the first party you contact in response to any defamation by another User.

Representations & Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU AGREE THAT YOU

ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICES, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT. TO THE EXTENT THAT PLATFORMLICABLE LAW RESTRICTS THIS RELEASE OF LIABILITY, YOU AGREE THAT WE ARE ONLY LIABLE TO YOU FOR THE MINIMUM AMOUNT OF DAMAGES THAT THE LAW RESTRICTS OUR LIABILITY TO, IF SUCH A MINIMUM EXISTS.

YOU AGREE THAT WE ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU.

WE ARE NOT RESPONSIBLE FOR ANY ACTIONS BY AN ADMINISTRATOR, MANAGER, EMPLOYEE, OR OTHER USER WHICH MAY CAUSE HARM TO YOU, EVEN IF WE BECOME AWARE IN ADVANCE THAT SUCH ACTIONS MAY OR WILL OCCUR AND DO NOT NOTIFY YOU.

WE ARE NOT RESPONSIBLE FOR ANY ERRORS IN INFORMATION PROVIDED THROUGH OUR SERVICE OR ANY OTHER DAMAGE THAT MAY ARISE FROM SUCH CONTENT. WE ARE NOT LIABLE FOR ANY FAILURE OF THE SERVICES PROVIDED BY OUR SERVICE OR A THIRD PARTY, INCLUDING ANY FAILURES OR DISRUPTIONS WHICH PREVENT ACCESS TO OUR SERVICE TEMPORARILY OR PERMANENTLY.

THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. NOTHING IN THE PROVISIONS OF THIS "REPRESENTATIONS & WARRANTIES" SECTION SHALL BE CONSTRUED TO LIMIT THE GENERALITY OF THE FIRST PARAGRAPH OF THIS SECTION.

NOTE TO USERS OF OUR Arweave Data Storage SDK™ SERVICE: BY USING ANY OF OUR SERVICES, INCLUDING THE Arweave Data Storage SDK™ SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY OF THIS SECTION APPLY EQUALLY ACROSS ALL OF OUR SERVICES.

For Jurisdictions that Do Not Allow Us to Limit Our Liability

Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING PLATFORMLIES. FOR EXAMPLE,

CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE PLATFORM LIABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE NEW JERSEY CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

Those who access or use the Service from other jurisdictions not in the United States do so at their own volition and are entirely responsible for compliance with all applicable United States, foreign, and local laws and regulations, including but not limited to export and import regulations. You promise and agree to use the Service in strict compliance with any local, domestic, national, and/or territorial laws, rules, and regulation that are or may be applicable.

Indemnification

You agree to indemnify and hold harmless us and any of our affiliates, employees, officers, directors, agents, successors, and assigns for any claims by you or any third party which may arise from or relate to this Agreement or the provision of our Service to you, including any damages caused by your use of our Service, or the permitted use by others of your license and User Wallet. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.

Assignment

We may assign or delegate this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any unauthorized assignment and delegation by you is ineffective.

Choice of Law

This Agreement shall be governed by the laws in force in the State of New Jersey. The offer and acceptance of this contract are deemed to have occurred in the State of New Jersey.

Forum of Dispute

Where the subject matter of a dispute arising out of, or relating in any way to, this Agreement, the Service or your use of the Service, or any products or services offered or distributed through the Service (“**Disputes**”) is eligible for it, you agree that any disputes shall be heard solely within the New Jersey Small Claims Court (“**Small Claims Court**”). If a dispute claims multiple claims and one or more of those claims would be eligible to be heard by the Small Claims Court, you agree not to bring the other claims against us and to instead proceed within the Small Claims Court. If you would be entitled in a dispute to an amount exceeding the monetary jurisdiction of the Small Claims Court, you agree to waive your right to collect any damages in excess of the monetary jurisdiction and instead still bring your claim within the Small Claims Court. At the time of drafting this Agreement, the monetary jurisdiction of the Small Claims Court is \$5,000. You agree that if a dispute is eligible to be heard in Small Claims Court but you would be entitled to an additional or alternative remedy in a higher court, such as injunctive relief, you will waive your right to that remedy and still bring the dispute within the Small Claims Court.

Except as specifically stated herein, all other Disputes not eligible for resolution in Small Claims Court shall be resolved exclusively by final, binding arbitration. You hereby waive your right to have any future Dispute heard by a judge or jury (except as otherwise set forth in this Section 26). The provisions of this Section 26 shall constitute your and Arweave Data Storage SDK’s written agreement to arbitrate Disputes under the Federal Arbitration Act. Any modification to this Agreement shall be in writing and signed by you and Arweave Data Storage SDK. The arbitration will be administered by the American Arbitration Association and conducted before a single arbitrator pursuant to its rules.

You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. In addition, you agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated, or representative action. The arbitrator does not have the power to vary these provisions.

Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court of competent jurisdiction in the State of California, seeking an injunction or other equitable relief arising out of or relating to the infringement of a party’s or a third party’s intellectual property rights.

You agree that any cause of action arising out of or related to the service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action shall be permanently barred.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys’ fees, court costs, and disbursements in doing so.

You agree that any Dispute that, for whatever reason, is deemed not subject to the jurisdiction requirements set forth above shall be subject to exclusive jurisdiction in the state or federal courts in Los Angeles, California.

Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, we shall have the sole right to elect which provision remains in force.

Non-Waiver

We reserve all rights afforded to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

Termination & Cancellation

We may terminate your access to our Service at our discretion without explanation, though we will strive to provide a timely explanation in most cases. Under no circumstances, including termination or cancellation of our Service to you, will we be liable for any losses related to actions of other Users.

Assignment of Rights

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

Corporate Information

Not Community Labs Inc. is a corporation formed lawfully in the State of New Jersey.

California Users & Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about the Company must be addressed to our agent for notice and sent via certified mail to that agent. For our agent's most current contact information, please send a request to email: "team (at) communitylabs (dot) com".

Lastly, California Users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will post the changes here. Your continued use of our Service shall constitute your acceptance of such changes. Historic versions can be obtained by contacting:

Not Community Labs Inc
344 Grove St #4038,
Jersey City, NJ 07302
email: team (at) communitylabs (dot) com