

Terms of Service
Last Updated: October 1, 2018

Please read Lino Corp. (“**Company**”, “**we**”, “**us**” or “**our**”) Terms of Service (the “**Agreement**”) carefully because it governs your receipt, purchase and transfer of LINO Points through our website located at <https://account.lino.network> (the “**Site**”) and through our mobile device application (“**App**”). This Agreement constitutes a binding obligation between you and Company. To make this Agreement easier to read, the Site, App and the services that we provide through the Site and the App are collectively referred to in this Agreement as the “**Services**.” “**LINO Points**” means a rewards point system provided by the Company.

1. **Agreement to Terms.** By using our Services, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement. In that case, “you” and “your” will refer to that company or other legal entity.
2. **Privacy Policy.** Please refer to our [privacy policy](#) at (the “**Privacy Policy**”) for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS AGREEMENT YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 16 “DISPUTE RESOLUTION” FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

3. **Changes to Terms or Services.** We may update the Agreement at any time, in our sole discretion. If we do so, we will deliver a notice either by posting the updated Agreement on the App, on the Site, or through other communications deemed appropriate by us. It is important that you review the Agreement whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Agreement, you are agreeing to be bound by the updated Agreement. If you do not agree to be bound by the updated Agreement, then, except as otherwise provided in Section 16(a)(viii), you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
4. **Who May Use the Services?** THE SERVICES ARE NOT AVAILABLE TO PERSONS UNDER THE AGE OF 13, or in certain jurisdictions, under 16 (“**Minors**”) and we do not knowingly collect information from Minors. If you are between 13 (or 16 in certain jurisdictions) and 18, you must have permission from your legal guardian before you are permitted to use the Services. If we learn that we have collected information of a Minor, we will take steps to delete such information from our files as soon as possible.
5. **Account Registration.**
 - (a) If you wish to access the Services, you must create an account with the Company (“**Account**”) for that purpose. When you create an Account, we will assign you a recovery phrase (together with the Account password, the “**Credentials**”) that you must retain to access your Account and to send and receive any LINO Points in connection with the Services. You must maintain the security of your Account by protecting your Credentials and promptly notify us if you discover or otherwise suspect any security breaches related to your Account. Further, you will regularly use the backup functionality

provided by the Services and safeguard your backup files as you would safeguard your most important personal information.

(b) You hereby accept and acknowledge that you will take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

6. **Account Services.**

(a) Credentials. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR CREDENTIALS ASSOCIATED WITH YOUR ACCOUNT. FAILURE TO DO SO MAY RESULT IN THE LOSS OF CONTROL OF LINO POINTS ASSOCIATED WITH THE ACCOUNT.

(b) No Retrieval of Credentials. Company does not receive or store your Credentials. Therefore, we cannot assist you with the retrieval of Credentials if you lose them. You are solely responsible for remembering your Credentials. If you have not safely stored a backup of any Credentials, you accept and acknowledge that any LINO Points you have associated with your Account will become inaccessible if you do not remember your Credentials.

(c) DLive. You understand that the Services integrate with various features of the DLive services at <http://www.dlive.tv> or its mobile applications (collectively, the “**DLive Services**”). For instance, the LINO Points you have in your Account may be used to access or use certain features of the DLive services, such as making a donation to other users of DLive Services. Once you have used your LINO Points to access or use certain features of DLive Services, the Services cannot assist you to reverse or modify such transactions or restore the LINO Points you used.

(d) Transfer of LINO Points. All proposed transfers of LINO Points from a user (the “**Transferor**”) to another user (the “**Transferee**”) through the Services must satisfy the requirements that we may communicate to you from time to time on the Site or in the App. You will not be able to reverse or cancel a transaction once you have confirmed that you wish to proceed with the transaction, and the Services cannot assist the Transferor or the Transferee to reverse or modify any transactions.

(e) Purchasing LINO Points. The price for a unit of LINO Point that you can purchase via the Services will be as stated on the Site and/or the App at the time you place the order. The price may not include sales tax or other applicable charges. For greater certainty, you acknowledge and agree that the price displayed on the Site or the App for LINO Points is not a guarantee or promise from Company with respect to LINO Points’ current or future value. Currently, Company accepts payment via PayPal but may add additional payment processing partners in the future such as credit card, debit card, and other payment service such as those offered by app store or distribution platform (such as Google Pay). Our payment processing partners may have their own terms and conditions and you agree to comply with those terms and conditions. For purpose of this Agreement, the sending, receiving, using and purchasing of LINO Points described in this Section 6, and any other transactions related to LINO Points that can be performed through the Services, are collectively referred to as the “**Transactions**”.

(f) Rewards. As rewards for users who have received LINO Points for their content, contributions or other activities in connection with the Services, we may pay users certain rewards based on the number of LINO Points that users have received. The amount of such rewards payable, if any, will be stipulated on the Site and/or the App. You acknowledge that you will need to meet certain requirements before we pay you any rewards through the Services, such as the completion of certain verification procedures (such as KYC and AML) that we may require through our third party service providers such as Jumio (<https://www.jumio.com>) and ComplyAdvantage

(<http://complyadvantage.com>). You can access Jumio's terms of service and privacy policy at: <https://www.jumio.com/legal-information/terms-and-conditions> and <https://www.jumio.com/legal-information/privacy-policy>. You can access ComplyAdvantage's terms of service and privacy policy at: <https://complyadvantage.com/terms-and-conditions>. We may decline to pay you rewards if there are fraud or illegitimate behaviors such as abusing the reward system found.

(g) Points Lock. "Points Lock" is the process of converting LINO Points to "Locked Points" (the "LP"), which allows users to gain access to certain additional functionalities via the Services such as voting rights and the right to receive rewards based on certain consumptive activities. LINO Points may be converted into Locked Points at any time. However, any Locked Points must be unlocked over a 12-week period, with 1/12 unlocking back into LINO Points every week.

(h) Accuracy of Information. You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that Company is not responsible for any errors or omissions that you make in connection with any Transaction initiated via the Services, for instance, if you mistype a recipient's username or otherwise provide incorrect information. You agree to review your Transactions carefully before completing them via the Services.

(i) No Cancellations or Modifications. Once Transaction details have been submitted through the Services, the Services cannot assist you to cancel or otherwise modify your Transaction details. Company will not facilitate any cancellation or modification requests.

7. Account Fees.

(a) Creation of an Account. Creating an Account is free. Company does not currently charge fees for any Services, however we reserve the right to do so in future, and in such case any applicable fees will be displayed prior to you using any Service to which a fee applies.

(b) Taxes. It is your responsibility to determine what, if any, taxes apply to the Transactions, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Company is not responsible for determining whether taxes apply to your Transactions or for collecting, reporting, withholding or remitting any taxes arising from any Transactions.

8. **Feedback**. We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by emailing legal@lino.network. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

9. General Prohibitions and Company's Enforcement Rights. You agree not to do any of the following:

(a) Use, display, mirror or frame the Services or any individual element within the Services, Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Company's express written consent;

(b) Access, tamper with, or use non-public areas of the Services, Company's computer systems, or the technical delivery systems of Company's providers;

(c) Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;

- (d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third party (including another user) to protect the Services;
- (e) Attempt to access or search the Services or download any information from the Services, through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Company or other generally available third-party web browsers;
- (f) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (g) Use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company's express written consent;
- (h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by this Agreement;
- (i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (m) Impersonate or misrepresent your affiliation with any person or entity;
- (n) Violate any applicable law or regulation; or
- (o) Encourage or enable any other individual to do any of the foregoing.

Although we are not obligated to monitor access to or use of the Services, we have the right to do so for the purpose of operating the Services, to ensure compliance with this Agreement and to comply with applicable law or other legal requirements. We have the right to investigate violations of this Agreement or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

10. **Links to Third Party Websites or Resources.** The Services (including the Site and the App) may make available to you content provided by third parties, including links to third-party websites or resources (collectively, "**Third Party Content**"). We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You acknowledge that we provide the Third Party Content to you only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You further acknowledge sole responsibility for and assume all risk arising from, your

use of any third-party websites or resources and all your interactions with such third-party websites or resources.

11. Cancellation, Suspension or Termination of Services.

(a) We may, in our sole discretion and without any cost or liability to you, with or without prior notice and at any time, suspend, modify or terminate, temporarily or permanently, all or any portion of our Services, with or without reason, including, without limitation, for any of the following reasons: (i) you create risk or possible legal exposure for us; (ii) our provision of the Services to you is no longer commercially viable; (iii) due to insolvency, bankruptcy, or termination or removal of the App by the App Provider; and (iv) if you breach any terms of this Agreement.

(b) Upon any cancellation, suspension or termination of the Services, the following Sections of this Agreement will survive: 0, 2, 8 to 10, 11(b), 12 to 17.

12. Disclaimers.

(a) We may require you to meet certain requirements for passwords and multi-factor authentication and we may change the requirements with or without prior notice. But, no matter how strong your password is, you must ensure that your Credentials are secure. If they are not, people may compromise and take action on your Account. You should always use two-factor authentication when available, always avoid copying scripts into your browser address bar, and avoid clicking on links, opening attachments or visiting Internet resources you do not trust. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), or any other codes that you use to access or in relation to the Services. We assume no responsibility for any losses resulting from the compromise of your Account.

(b) YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH UTILIZING AN INTERNET-BASED ACCOUNT SERVICE INCLUDING, BUT NOT LIMITED TO, THE RISK OF FAILURE OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO INFORMATION STORED WITHIN YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO YOUR CREDENTIALS. YOU ACCEPT AND ACKNOWLEDGE THAT COMPANY WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING THE SERVICES, HOWEVER CAUSED.

(c) YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH PARTICIPATING IN AND UTILIZING THE LINO POINTS PROGRAM INCLUDING, BUT NOT LIMITED TO, THE RISK OF UNKNOWN VULNERABILITIES IN OR UNANTICIPATED CHANGES TO THE PROGRAM AND UNDERLYING NETWORK. YOU ACKNOWLEDGE AND ACCEPT THAT COMPANY WILL NOT BE RESPONSIBLE FOR ANY HARM OCCURRING AS A RESULT OF SUCH RISKS.

(d) WE WILL USE REASONABLE EFFORTS TO VERIFY THE ACCURACY OF ANY INFORMATION PROVIDED BY THE SERVICES BUT WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICES, INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES, ANY HYPERLINKS TO THIRD PARTY WEBSITES, OR THE SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE SERVICES.

(e) WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF OUR SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS

FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE; (C) UNAUTHORIZED ACCESS TO APPLICATIONS; (D) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES; OR (F) FAILURE OF ANY TRANSACTIONS FOR ANY REASON.

(f) WE MAKE NO WARRANTY THAT THE SERVICES INCLUDING THE SERVER THAT MAKES THE SERVICES AVAILABLE, ARE FREE OF VIRUSES OR ERRORS, THAT ANY INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE SERVICES IS ACCURATE, THAT IT WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON MATERIAL, OR INFORMATION, CONTAINED OR MADE AVAILABLE THROUGH THE SERVICES.

(g) THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content made available through the Services.

(h) YOU UNDERSTAND THAT THE LINO POINTS MAY NOT BE SOLD AND HAVE NO VALUE.

(i) You acknowledge and agree that: (i) you are solely responsible for storing, outside of the Services, a backup of any Credentials; and (ii) if you do not maintain a backup of your Credentials outside of the Services, you may not be able to access the LINO Points associated with any Account after cancellation, suspension or termination of the Services.

13. **Indemnity.** You will indemnify and hold harmless Company and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services; and (ii) your violation of this Agreement.

14. **Limitation of Liability.**

(a) NEITHER COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) IN NO EVENT WILL COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF

(I): ONE HUNDRED DOLLARS (\$100); AND (II) THE AMOUNT ACTUALLY PAID BY YOU TO PURCHASE LINO POINTS.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

15. **Governing Law and Forum Choice.** This Agreement and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 16, "Dispute Resolution", the exclusive jurisdiction for all Disputes (defined below) that you and Company are not required to arbitrate will be the state and federal courts located in the Northern District of California, and you and Company each waive any objection to jurisdiction and venue in such courts.
16. **Dispute Resolution.** Company believes that most disagreements can be resolved informally and efficiently by contacting Company's customer support. If the dispute is not resolved through Company customer support, you and Company agree that any such dispute, claim or controversy arising out of or relating in any way to the Services or this Agreement (each, a "**Claim**"), will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, in accordance with the following (including the procedure to opt out of arbitration), except that each party retains the right: (i) to bring an individual action in small claims court as further described in Section 16(b) below; and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (an "**IP Protection Action**") as further described in Section 16(c) below.

(a) Arbitration: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to this Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Company are each waiving the right to a trial by jury or to participate in a class action.

(i) Opt-out. You may opt out of arbitration entirely and litigate any Claim if you provide us with written notice of your desire to do so by email at legal@lino.network within thirty (30) days following the date you first agree to this Agreement.

(ii) Notice of Claim. If you elect to seek arbitration, you must first send to Company, by email, a written notice of your Claim (the "**Notice of Claim**"). The Notice of Claim to Company should be sent to legal@lino.network and should be prominently captioned "NOTICE OF CLAIM". The Notice of Claim should include both the mailing address and email address you would like Company to use to contact you. If Company elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your billing address on file. A Notice of Claim, whether sent by you or by Company, must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific amount of damages or other relief sought (the "**Demand**"); and (c) whether you reject any subsequent modification of the Dispute Resolution section by Company.

(iii) Arbitration Proceedings. If you and Company do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or Company may commence an arbitration proceeding (or, alternatively, file a claim in small claims court or an IP Protection Action). You may download or copy a form of notice and a form to initiate arbitration at www.adr.org. The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of

the American Arbitration Association ("**AAA**") (collectively, the "**AAA Rules**"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

(iv) Arbitration Location and Procedure. Unless Company and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim. If your claim is for U.S. \$10,000 or less, Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(v) Injunctive and Declaratory Relief. Except as set forth in Sections 16(b) and 16(c), the arbitrator will determine all issues of liability on the merits of any Claim asserted by you or Company, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Company prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief will be stayed pending the outcome of the merits of any individual claims in arbitration.

(vi) Arbitration Fees. If your claim for damages does not exceed \$10,000, Company will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of your initial filing fee, unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.

(vii) Class Action Waiver. **YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if you have elected arbitration, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section will be null and void.

(viii) Modification of Dispute Resolution Section. Notwithstanding Section 3, if Company changes this "Dispute Resolution" section after the date you first accepted this Agreement, and you have not otherwise affirmatively agreed to such changes, you may reject any such change by so stating within your Notice of Claim. By failing to reject any changes to this "Dispute Resolution" section in your Notice of Claim, you agree to resolve any Claim between you and Company in accordance with the terms of the Dispute Resolution section in effect as of the date of your Notice of Claim.

(ix) Severability. With the exception of any of the provisions in Section 16(a)(vii) of this Agreement (Class Action Waiver), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement will still apply.

(b) Small Claims Court. Notwithstanding Section 16(a), you may elect to litigate your Claim in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. You agree to bring a Claim in small claims court in your county of residence.

(c) IP Protection Action. Notwithstanding Sections 16(a) or 16(b), the exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

17. General Terms.

(a) Entire Agreement. This Agreement constitutes the entire and exclusive understanding and agreement between Company and you regarding the Services, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Company and you regarding the Services. If any provision of this Agreement is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. You may not assign or transfer this Agreement, by operation of law or otherwise, without Company's prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null. Company may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

(b) Notices. Any notices or other communications provided by Company under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

(c) Waiver of Rights. Company's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Company. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

18. Contact Information. If you have any questions about this Agreement or the Services, please contact Company at legal@lino.network.