

Terms of Use

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The website located at <https://www.fluent.xyz/> (the “**Site**”) is a copyrighted work belonging to Fluent Labs, Inc. (“**Project**”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS OF USE (THESE “**TERMS**”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

PLEASE BE AWARE THAT SECTION 10.2 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND PROJECT. AMONG OTHER THINGS, SECTION 10.2 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND PROJECT SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 10.2 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 10.2 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST PROJECT ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. Accounts.

1.1 Account Creation. In order to use certain features of the Site, you must register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Project may suspend or terminate your Account in accordance with Section 8.

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Project of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Project cannot and

will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Access to the Site.

2.1 License. Subject to these Terms, Project grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

2.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (e) you shall not access or use the Site if you are (1) a person or entity that (i) resides in, is located, is incorporated, or has an office in any jurisdiction that is subject to any economic or financial sanctions; (ii) a person or entity who resides in any jurisdiction where your access to or use of the the Site is illegal or not permitted by applicable law; or (2) are the subject of any economic or financial sanction (each, a **Restricted Person**); and (f) are under the age of majority in their jurisdiction of residence (each, a **Minor**). If you are a Restricted Person or a Minor you are not permitted to access, use, or download the Site. Use of a virtual private network to circumvent the restrictions set out in these Terms is strictly prohibited. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

2.3 Modification. Project, and in the future, a decentralized governing body, reserve the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Project will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

2.4 No Support or Maintenance. You acknowledge and agree that Project will have no obligation to provide you with any support or maintenance in connection with the Site.

2.5 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and its content are owned by Project or Project's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Project and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.6 Feedback. If you provide Project with any feedback or suggestions regarding the Site ("**Feedback**"), you hereby assign to Project all rights in such Feedback and agree that Project shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Project will treat any Feedback you provide to Project as non-confidential and non-proprietary. You agree that you will not submit to Project any information or ideas that you consider to be confidential or proprietary.

3. User Content.

3.1 User Content. “User Content” means any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user’s profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate Project’s Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Project. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Project is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

3.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Project an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3 Acceptable Use Policy. The following terms constitute Project’s “Acceptable Use Policy”:

(a) You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable, (iii) that is harmful to minors in any way, or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that Project conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for

the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in Project's robots.txt file).

3.4 Enforcement. Project reserves the right (but have no obligation) to review, refuse and/or remove any User Content in Project's sole discretion, and to investigate and/or take appropriate action against you in Project's sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for Project or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

4. Indemnification.

You agree to indemnify and hold Project (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Project reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Project's defense of these claims. You agree not to settle any matter without the prior written consent of Project. Project will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. Third-Party Links & Ads; Other Users.

5.1 Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of Project, and Project is not responsible for any Third-Party Links & Ads. Project provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

5.2 Other Users. Each Site user is solely responsible for any and all of its own User Content. Since Project does not control User Content, you acknowledge and agree that Project is not responsible for any User Content, whether provided by you or by others. Project makes no guarantees regarding the accuracy, currency, suitability, appropriateness, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that Project will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, Project is under no obligation to become involved.

5.3 Release. You hereby release and forever discharge Project (and its officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or

any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY 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 OR RELEASED PARTY."

6. Disclaimers.

THE DISCLAIMERS SET OUT IN THIS SECTION 6 WILL NOT LIMIT OR EXCLUDE ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED EXCLUDED UNDER APPLICABLE LAW.

6.1 GENERAL DISCLAIMER. PROJECT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND PROJECT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ALL PROJECT PROPERTY, INCLUDING THE SITE ARE PROVIDED AS-IS AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY WHATSOEVER, INCLUDING WITH RESPECT TO COMPLETENESS, SECURITY, QUALITY, RELIABILITY, OR AVAILABILITY. FOR CLARITY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROJECT MAKES NO WARRANTY OF ANY KIND THAT THE SITE OR ANY OTHER PRODUCTS, SERVICES, OPPORTUNITIES, COMMUNICATIONS, OR THE RESULTS OF THE RECEIPT OF USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, DEVICE, OR OTHER SERVICES, OR BE TIMELY, SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. YOU ARE RESPONSIBLE FOR IMPLEMENTING ADEQUATE MEASURES TO PROTECT THE SECURITY AND INTEGRITY OF YOUR ACTIVITIES ON THE INTERNET, INCLUDING BY INSTALLING ANTI-VIRUS PROTECTION AND MAINTAINING EXTERNAL BACKUPS TO RECOVER ANY LOST DATA OR INFORMATION.

6.2 DISCLAIMER RE: PROFESSIONAL ADVICE. NO ADVICE OR INFORMATION PROVIDED OR THROUGH THE SITE, OR ANY OTHER PROJECT PROPERTY IS INTENDED TO BE INVESTMENT, FINANCIAL, LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE. PROJECT AND ITS AFFILIATES DO NOT PROVIDE INVESTMENT, FINANCIAL, LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE AND RECOMMEND THAT ALL USERS OF THE SITE OBTAIN ANY INVESTMENT, FINANCIAL, LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE THAT SUCH USER DEEMS NECESSARY IN CONNECTION WITH THEIR ACCESS TO, USE, OR DOWNLOAD OF SITE.

6.3 DISCLAIMER RE: HARMFUL CODE. PROJECT IS NOT RESPONSIBLE OR LIABLE FOR ANY SOFTWARE THAT MAY INFECT OR OTHERWISE AFFECT THE USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE PROJECT SITE OR YOUR DOWNLOADING OR OTHERWISE ACQUIRING ANY CONTENT OR OTHER INFORMATION FROM OR THROUGH THE SITE.

6.4 DISCLAIMER RE: DIGITAL WALLETS. IF YOU PROVIDE INFORMATION RELATING TO YOUR DIGITAL WALLET ON THROUGH, OR IN CONNECTION WITH SITE OR ANY LINKED OR RELATED WEBSITE THAT PERMITS THE PAYMENT, ACQUISITION, OR TRANSFER OF ANY TYPE OF CURRENCY OR OTHER ASSETS, YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR MAINTAINING THE SECURITY OF YOUR DIGITAL WALLET AND YOUR CONTROL OVER YOUR PASSWORDS, PRIVATE KEYS, SEED PHRASES, OR OTHER CREDENTIALS RELATING TO THE ACCESS AND USE OF YOUR DIGITAL WALLET. PROJECT IS NOT RESPONSIBLE OR LIABLE FOR MANAGING OR MAINTAINING THE SECURITY OF YOUR DIGITAL WALLET OR FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR DIGITAL WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSS OF ANY ASSETS OR CURRENCY IN SUCH DIGITAL WALLET. YOU ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND THAT UNAUTHORIZED ACCESS TO YOUR DIGITAL WALLET BY THIRD PARTIES COULD RESULT IN THE LOSS OR THEFT OF THE CONTENTS OF YOUR WALLET AND THAT WE HAVE NO RESPONSIBILITY OR LIABILITY FOR STORING, RETAINING, SECURING, OR RECOVERING YOUR DIGITAL WALLET, ACCESS TO YOUR DIGITAL WALLET, OR THE CONTENTS OF YOUR DIGITAL WALLET, INCLUDING ANY PASSWORDS, PRIVATE KEYS, SEED PHRASES, OR OTHER CREDENTIALS. BY PROVIDING OR USING ANY DIGITAL WALLET IN CONNECTION WITH THE SITE OR ANY LINKED OR RELATED WEBSITE, YOU AGREE THAT YOU ARE USING THE DIGITAL WALLET UNDER THE TERMS AND CONDITIONS OF THE APPLICABLE PROVIDER OF THE DIGITAL WALLET. NO DIGITAL WALLET IS CREATED, OPERATED, OR MAINTAINED BY PROJECT OR AFFILIATED WITH PROJECT. AS A RESULT, PROJECT DOES NOT HAVE CUSTODY OR CONTROL OVER THE CONTENTS OF YOUR DIGITAL WALLET AND HAVE NO ABILITY TO RETRIEVE OR TRANSFER ITS CONTENTS. YOUR RELATIONSHIP WITH ANY DIGITAL WALLET PROVIDER IS GOVERNED BY THE APPLICABLE TERMS AND CONDITIONS OF THAT WALLET PROVIDER, NOT THESE TERMS.

6.5 DISCLAIMER RE BLOCKCHAIN TECHNOLOGIES. THE SITE MAY ALSO REFERENCE OR PROVIDE LINKS TO APPLICATIONS OR APPLICATIONS RELATED TO SMART CONTRACTS, PROTOCOLS, AND OTHER BLOCKCHAIN TECHNOLOGIES (COLLECTIVELY, "**BLOCKCHAIN TECHNOLOGIES**"). THE BLOCKCHAIN TECHNOLOGIES ARE NOT PART OF THE SITE, AND YOUR ACCESS TO AND USE OF ANY BLOCKCHAIN TECHNOLOGIES IS ENTIRELY AT YOUR OWN RISK. IN ADDITION, ANY THIRD PARTY TECHNOLOGIES REQUIRED TO BE ACCESSED OR USED IN ORDER TO INTERACT WITH THE BLOCKCHAIN TECHNOLOGIES, INCLUDING ANY DIGITAL WALLET, ARE NOT PART OF THE SITE AND YOUR ACCESS TO AND USE OF SUCH THIRD PARTY TECHNOLOGIES ARE AT YOUR OWN RISK.

6.6 ASSUMPTION OF RISK; RESPONSIBILITIES. ALL USERS ARE RESPONSIBLE FOR THEIR (A) ACCESS, USE, AND DOWNLOAD OF THE SITE, AND USE OF ANY OTHER PROJECT PROPERTY; AND (B) ACCESS, USE, AND INTERACTION WITH ANY THIRD PARTY SERVICES, PRODUCTS, OR TECHNOLOGIES, INCLUDING YOUR COMPLIANCE WITH ALL APPLICABLE LAWS IN CONNECTION WITH THE FOREGOING. YOUR ACCESS TO AND USE OF THE SITE AND USE OF ANY OTHER PROJECT PROPERTY IS PURELY VOLUNTARY, AND YOU FREELY ACCEPT ALL RISKS AND LIABILITIES ASSOCIATED WITH THE FOREGOING.

7. Limitation on Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PROJECT (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF PROJECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PROJECT'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT PROJECT'S SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Term and Termination.

Subject to this Section, these Terms will remain in full force and effect while you use the Site. Project may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at Project's sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from Project's live databases. Project will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.6, Section 3 and Sections 4 through 10.

9. Copyright Policy.

Project respects the intellectual property of others and asks that users of its Site do the same. You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site. The Fluent Labs name, logo and other related trademarks or service marks are the exclusive property of the Project and may not be used without its prior written consent. If you breach these Terms, your right to use the Project will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Project or any content on the Project is transferred to you, and all rights not expressly granted are reserved by the Project. Any use of the Project not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

10. General.

10.1 Changes. These Terms are subject to occasional revision, and if Project makes any substantial changes, Project may notify you by sending you an e-mail to the last e-mail address you provided to Project (if any), and/or by prominently posting notice of the changes on Project's Site. You are responsible for providing Project with your most current e-mail address. In the event that the last e-mail address that you have provided Project is not valid, or for any reason is not capable of delivering to you the notice described above, Project's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of Project's Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.2 Dispute Resolution. Please read the following arbitration agreement in this Section (the "**Arbitration Agreement**") carefully. It requires you to arbitrate disputes with Project, its parent companies, subsidiaries, affiliates, successors and assigns and all of their respective officers, directors, employees, agents, and representatives (collectively, the "**Project Parties**") and limits the manner in which you can seek relief from the Project Parties.

(a) **Applicability of Arbitration Agreement.** You agree that any dispute between you and any of the Project Parties relating in any way to the Site, the services offered on the Site (the "**Services**") or these Terms will be resolved by binding arbitration, rather than in court, except that (1) you and the Project Parties may assert individualized claims in small claims court if the claims qualify, remain in such court and advance solely on an individual, non-class basis; and (2) you or the Project Parties may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall survive the expiration or termination of these Terms and shall apply, without limitation, to all claims that arose or were asserted before you agreed to these Terms (in accordance with the preamble) or any prior version of these Terms.** This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against the Project Parties on your behalf. For purposes of this Arbitration Agreement, "**Dispute**" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of these Terms.

(b) **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Project. If that occurs, Project is committed to working with you to reach a reasonable resolution. You and Project agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Project therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), Project will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Project that you intend to initiate an Informal Dispute Resolution Conference should be

sent by email to: legal@fluentlabs.xyz, or by regular mail to Corporation Service Company c/o Fluent Labs, Inc. 251 Little Falls Drive, Wilmington, Delaware 19808. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

(c) **Arbitration Rules and Forum.** These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within 60 days after receipt of your Notice, you and Project agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous

argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Project otherwise agree, or the Batch Arbitration process discussed in Subsection 10.2(h) is triggered, the arbitration will be conducted in the county where you reside. Subject to the JAMS Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS Rules.

You and Project agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

(d) Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve all disputes subject to arbitration hereunder including, without limitation, any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class or Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class or Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class or Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

(e) Waiver of Jury Trial. EXCEPT AS SPECIFIED IN SECTION 10.2(A) YOU AND THE PROJECT PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Project Parties are instead electing that all covered claims and disputes shall be resolved exclusively by arbitration under this Arbitration Agreement, except as specified in Section 10.2(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is

no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(f) Waiver of Class or Other Non-Individualized Relief. YOU AND PROJECT AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 10.2(H) EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator 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 the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Subsection 10.2(h) entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class or Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Project agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Project from participating in a class-wide settlement of claims.

(g) Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request 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 you or Project need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

(h) Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Project agree that in the event that there are 100 or more individual Requests of a substantially similar nature filed against Project by or with the assistance of the same law firm, group of law firms, or organizations, within a 30 day period (or as soon as possible thereafter), the JAMS shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the JAMS, and the JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Project.

You and Project agree to cooperate in good faith with the JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

(i) **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the following address: Corporation Service Company c/o Fluent Labs, Inc. 251 Little Falls Drive, Wilmington, Delaware 19808 or email to legal@fluentlabs.xyz, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us, or may enter into in the future with us.

(j) **Invalidity, Expiration.** Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Project as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

(k) **Modification.** Notwithstanding any provision in these Terms to the contrary, if Project makes any future material change to this Arbitration Agreement, you may reject that change within 30 days of such change becoming effective by writing Project at the following address: Corporation Service Company c/o Fluent Labs, Inc. 251 Little Falls Drive, Wilmington, Delaware 19808 or email to legal@fluentlabs.xyz. Unless you reject the change within 30 days of such change becoming effective by writing to Project in accordance with the foregoing, your continued use of the Site and/or Services, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have

previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Site, any communications you receive, any products sold or distributed through the Site, the Services, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Project will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

10.3 Export. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Project, or any products utilizing such data, in violation of the United States export laws or regulations.

10.4 Disclosures. Project is located at the address in Section 10.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.5 Electronic Communications. The communications between you and Project use electronic means, whether you use the Site or send Project emails, or whether Project posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Project in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Project provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.6 Entire Terms. These Terms constitute the entire agreement between you and Project regarding the use of the Site. Project's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Project is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Project's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Project may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.7 Copyright/Trademark Information. Copyright © 2025 Fluent Labs, Inc. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Site are Project's property or the property of other third parties. You are not permitted to use these Marks without Project's prior written consent or the consent of such third party which may own the Marks.

10.8 Contact Information:

This Project is initially operated by Fluent Labs, Inc. All feedback, comments, requests for technical support and other communications relating to the Project should be directed to: support@fluentlabs.xyz.