

**Terms of Service**  
**Last Updated: February 25, 2025**

Please read these Terms of Service (the “**Terms**”) and our Privacy Policy ([allo.capital/privacy-policy](https://www.allo.capital/privacy-policy)) (“**Privacy Policy**”) carefully because they govern your use of the website and Services located at [www.allo.capital](https://www.allo.capital) (the “**Site**”) which facilitates interaction with certain decentralized cryptographic protocols, which Allo Labs Inc. (“**Company**” or “**we**”) do not own or control, (“**Protocols**”) to enable users to claim nonfungible tokens (NFTs). To make these Terms easier to read, the Site and our services are collectively called the “**Services.**”

**NOTICE ON PROHIBITED USE – RESTRICTED PERSONS:** THE SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY:

PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “**RESTRICTED PERSON**”).

**IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS 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 15 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 15 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 14 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.**

**1. Agreement to Terms.** By using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you are not authorized to use the Services.

**2. Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.

**3. Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we will let you know by posting the updated Terms on the Site or may also send other communications. It is important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, 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?**

**(a)** The Services is only offered to users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws, rules, and regulations when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that:

**(i)** You are at least 18 years old and capable of forming a binding contract;

(ii) You are not a resident, national, or agent of Cuba, Iran, North Korea, Syria, Belarus, Russia, or the Crimea, Luhansk, Donetsk, Zaporizhzhia, or Kherson regions of Ukraine, or any other country or jurisdiction to which the United States, the United Nations Security Council, or the European Union embargoes goods or imposes similar sanctions (collectively, “**Restricted Territories**”);

(iii) You are not a member of any sanctions list or equivalent established by the United States, the United Nations Security Council, or the European Union (collectively, “**Restricted Persons**”) and you do not intend to transact with any **Restricted Person**; and

(iv) You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services.

## **5. About the Services.**

(a) You may participate in the Services by linking your “wallet” that is compatible with the Site (“**Wallet**”) to which the NFT will be delivered. Without limiting any of the foregoing, the valid acceptance of these Terms, including the delivery of the NFT, is conditioned upon the following terms being met: (i) your payment of the Primary Transaction Purchase Price (as defined below), and (ii) your successful completion (as determined by the Company in its sole discretion) of any applicable diligence and other processes as requested by the Company. If you fail to meet any of the conditions above, the Company may suspend the delivery of the purchased NFT. You may only purchase a maximum of 50 NFTs per Wallet.

(b) The Services facilitate your ability to claim a nontransferable NFT that will be permanently linked to the digital wallet you use to mint such NFT (i.e., a soulbound NFT). You may earn rewards or other entitlements provided by Company or third parties in connection with your NFT; however, Company does not guarantee that any entitlements will be provided to you or other NFT holders.

(c) Your NFT will be associated with digital art. You may select one of six digital skins to associate with your NFT (each, an “**Allo Skin**”). Company hereby grants to you a nonexclusive, universe-wide, royalty-free, non sublicenseable license publicly display your Allo Skin for noncommercial purposes. Except as expressly granted herein, Company retains all right, title, and interest in the All skins.

(d) COMPANY IS NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. COMPANY PROVIDES AN ADMINISTRATIVE PLATFORM ONLY.

(e) YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE LEGITIMACY AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE PLATFORM. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, COMPANY MAKES NO CLAIMS ABOUT THE LEGITIMACY OR AUTHENTICITY OF ASSETS ON THE SITE.

(f) Transactions Are Conducted on the Blockchain. Company does not take custody or possession of any digital assets you purchase, nor does it act as an agent or custodian for any user of the Services. If you elect to buy any digital asset, any transactions that you engage in will be conducted solely through the blockchain network governing the digital asset. You will be required to make or receive payments exclusively through the digital wallet that you have connected to the Services. We will have no

insight into or control over these payments, nor do we have the ability to reverse any payments or transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Services.

**6. Fees.** You agree to pay any applicable fees in connection with transactions on the Site, including the price of the NFT set forth on the Site (the **“Primary Transaction Purchase Price”**).

**(a) Purchaser Representations.**

**(i) Community Participation.** You acknowledge and agree that the NFTs may entitle the holder the right to participate in a blockchain-powered community, featuring digital and physical community events and certain other benefits (the **“Allo Community”**). You further agree that you are currently a member of the Allo Community.

**(ii) Consumptive Purposes Only.** By participating in the distribution of the NFTs, you hereby agree and acknowledge that (A) you are not purchasing the NFT with the intent or expectation of profits from any appreciation in value or otherwise from the NFTs, and (B) you are receiving the NFTs with the sole intention of actively participating in the Allo Community and enjoying it for consumptive, non-commercial purposes.

**(iii) Qualified Consumer.** You acknowledge and agree that you have sufficient understanding of the Allo Community and functionality, usage, storage, transmission mechanisms and other material characteristics of non-fungible cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems to understand these Terms. You understand, acknowledge and agree that such knowledge allows you to participate in the Allo Community and to appreciate the implications and risks of acquiring the NFTs herein.

**(b) Form of Payment.** All payments for the Primary Transaction Purchase Price shall be made via ETH, unless otherwise determined in the Company’s sole discretion. The U.S. dollar exchange rate for any other forms of payment shall be determined solely by the Company, or an assignee or agent and additional transaction fees may apply.

**(c) Gas Fees.** By buying an NFT on the Site or any other platform, you agree to pay all applicable fees, including, but not limited to, any transaction fees and Gas Fees, as applicable. **“Gas Fees”** fund the network of computers that run the decentralized Ethereum network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the Ethereum network. The Company does not have any insight into or control over these payments or transactions, nor does the Company have the ability to reverse any transactions. Accordingly, the Company will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions of the NFTs that you engage in.

**(d) Taxes.** You are solely responsible for all costs incurred by you in using the Services, and for determining, collecting, reporting, and paying all applicable Taxes that you may be required by law to collect and remit to any governmental or regulatory agencies. As used herein, **“Taxes”** means the taxes, duties, levies, tariffs, and other charges imposed by any federal, state, multinational or local governmental or regulatory authority. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax

authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

**(e) Suspension or Termination.** We may suspend or terminate your access to the Services at any time in connection with any transaction as required by applicable law, any governmental authority, or if we, in our sole and reasonable discretion, determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not constitute a breach of these Terms by Company. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, Company may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations may include, where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Services.

**7. Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("**Feedback**"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

**8. 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 content from the Services using 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)** 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 these Terms;

**(g)** 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;

**(h)** Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(i) 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;

(j) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(k) Impersonate or misrepresent your affiliation with any person or entity;

(l) Engage in wash trading or other deceptive or manipulative trading activities;

(m) Fabricate in any way any transaction or process related thereto;

(n) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services, or that otherwise prevents us from correctly identifying the IP address and geographic location of the computer you are using to access the Services;

(o) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

(p) Violate any applicable law or regulation; or

(q) Encourage or enable any other individual to do any of the foregoing.

Company is not obligated to monitor access to or use of the Services or to review or edit any Services content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets using the Services is prohibited. If you have reason to believe that an asset listed using the Services was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being cancelled, your assets being hidden, or you being suspended from the Services.

**9. Links to Third Party Websites or Resources.** The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links displayed on such websites. You acknowledge that you have sole responsibility for, and assume all risk arising from, your use of any third-party resources.

**10. Termination.** We may suspend or terminate your access to and use of the Services at our sole discretion, at any time and without notice to you. You may disconnect your digital wallet at any time. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the

fullest extent permitted by applicable law. Upon any termination, discontinuation or cancellation of the Services, the following Sections will survive: 5(c)(last sentence only), 5(d)-(h), 6(a), 6(c)-(d), 10-17.

**11. Warranty Disclaimers.** THE SERVICES, ANY CONTENT CONTAINED THEREIN, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES (INCLUDING ANY MATERIAL, INFORMATION, OR CONTENT THEREIN): (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (III) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. COMPANY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY MATERIAL, INFORMATION, OR CONTENT CONTAINED THEREIN. WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION, OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES.

COMPANY CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, DIGITAL WALLETS, OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. COMPANY DOES NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

To the extent the Site enables you to interact with the a third party blockchain protocol (the “**Protocol**”), you understand that your use of the Protocol is entirely at your own risk. The Protocol is available on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using the Protocol, and digital assets and decentralized systems generally, including but not limited to, that digital assets are highly volatile; you may not have ready access to assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against Company for any losses due to your use of the Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted digital wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

**12. Assumption of Risk.** You accept, acknowledge, and assume the following risks:

**(a)** You are solely responsible for determining what, if any, Taxes apply to your transactions through the Services. Neither Company nor any Company affiliates are responsible for determining the Taxes that apply to such transactions.

**(b)** Our Services do not store, send, or receive digital assets. Any transfer of digital assets occurs within the supporting blockchain and not on the Services. Transactions in digital assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in digital assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

**(c)** There are risks associated with using Internet based digital assets, including but not limited to, the risk of hardware, software, and Internet connection and service issues, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital wallet. Company will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when effecting transactions involving supported digital assets, however caused.

**(d)** A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of any digital assets.

**(e)** The Services may rely on third-party platforms to perform transactions with respect to any digital assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Services will suffer.

**(f)** By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or experience other abnormal behavior. Company is not responsible for any issues with the blockchains, including forks,

technical node issues, or any other issues that may result in fund losses. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

**13. Indemnity.** You will indemnify, defend (at Company's option), and hold Company and its affiliates and their respective officers, directors, employees, and agents, harmless 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 your access to or use of the Services or your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without Company's prior written approval.

**14. Limitation of Liability.**

**(a)** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ITS SERVICE PROVIDERS 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 THESE TERMS 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 ITS SERVICE PROVIDERS HAVE 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.

**(b)** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF COMPANY AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO COMPANY FOR USE OF THE SERVICES OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO COMPANY, AS APPLICABLE.

**(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.** These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 15 "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 San Francisco, California, and you and Company each waive any objection to jurisdiction and venue in such courts.

**16. Dispute Resolution.**



**(a)** Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Company agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

**(b)** Exceptions. As limited exceptions to Section 15(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

**(c)** Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

**(d)** Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

**(e)** Injunctive and Declaratory Relief. Except as provided in Section 15(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party 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 we 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 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 shall be stayed pending the outcome of the merits of any individual claims in arbitration.

**(f)** 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 the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another 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 shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 15(f) of these Terms (“**Class Action Waiver**”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## 17. General Terms.

(a) Reservation of Rights. Company and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Company and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Company and you regarding the Services. If any provision of these Terms 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 these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Company’s prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null and void in its entirety. Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

(c) Notices. Any notices or other communications provided by Company under these Terms will be given via email or by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Company’s failure to enforce any right or provision of these Terms 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 these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.