

Terms of Use
Last revised on: May 28, 2026

Please read these Terms of Use (“**Terms**”) carefully. These Terms are entered into by and between Risk Labs, a Cayman Islands Foundation (“**Risk Labs**”, “**us**”, “**our**”, and “**we**”) and you, and govern your access to and use of the website located at <https://exchange.across.to> (the “**Site**”) and the services enabled thereby (the “**Services**”). The Services provide an interface through which eligible holders of ACX tokens (“**ACX Tokens**”) may participate in the exchange of ACX tokens (“**ACX Tokens**”) for cash based on the selection you made on the Site, as described herein. Certain features of the Site may be subject to additional guidelines and/or terms, which will be posted on the Site in connection with such features, and all such additional terms, guidelines, and rules are incorporated by reference into these Terms.

By accessing or using the SERVICES, connecting a digital asset wallet (“**Wallet**”) to the SITE, performing an exchange (defined below), and/or browsing the site, you are accepting THIS AGREEMENT (on behalf of yourself or, if applicable, the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into THIS AGREEMENT (on behalf of yourself or, if applicable, the entity that you represent). you may not access or use the SERVICES or accept THIS AGREEMENT if you are not at least EIGHTEEN (18) years old. If you do not agree with all of the provisions of THIS AGREEMENT, do not access and/or use the SERVICES.

THE SERVICES AND THE EXCHANGE FACILITATED THEREBY DO NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY SECURITIES IN ANY JURISDICTION. NOTHING ON THE SITE OR IN THESE TERMS SHALL BE CONSTRUED AS INVESTMENT ADVICE OR A RECOMMENDATION TO PURCHASE ANY SECURITIES. THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND YOU ACCESS AND/OR INTERACT WITH THE SERVICES AT YOUR OWN RISK.

Risk Labs IS NOT A BROKER, FINANCIAL INSTITUTION, FINANCIAL ADVISOR, INVESTMENT ADVISOR, OR INTERMEDIARY AND IS IN NO WAY YOUR AGENT, ADVISOR, OR CUSTODIAN. Risk Labs CANNOT INITIATE A TRANSFER OF ANY USER ASSETS (DEFINED BELOW) OR OTHERWISE ACCESS USER ASSETS. Risk Labs HAS NO FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU REGARDING ANY DECISIONS OR ACTIVITIES THAT YOU EFFECT IN CONNECTION WITH YOUR USE OF THE SERVICES. WE DO NOT RECOMMEND, ENDORSE, OR OTHERWISE TAKE A POSITION ON YOUR DECISION TO PARTICIPATE IN ANY EXCHANGE OR YOUR USE OF THESE SERVICES. Risk Labs IS NOT CAPABLE OF PERFORMING TRANSACTIONS OR SENDING TRANSACTION MESSAGES ON YOUR BEHALF. ALL TRANSACTIONS INITIATED THROUGH OUR SERVICES ARE INITIATED BY YOU THROUGH YOUR WALLET AND COMPLETED THROUGH THE APPLICABLE THIRD-PARTY SERVICE.

PLEASE BE AWARE THAT SECTION 11 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND RISK LABS. AMONG OTHER THINGS, SECTION 11 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 11 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 11 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN THIRTY (30) DAYS: (a) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US 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 (b) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Your use of, and participation in, certain Services may be subject to Supplemental Terms as further described in Section 1.7 (the Supplemental Terms, together with these Terms, the “**Agreement**”).

THESE TERMS ARE SUBJECT TO CHANGE BY RISK LABS IN ITS SOLE DISCRETION AT ANY TIME. PLEASE SEE SECTION 12.1 FOR ADDITIONAL INFORMATION REGARDING CHANGES TO THESE TERMS. PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS.

Description of the Services. The Services include the Site and the exchange functionality enabled thereby, as further defined and described below. There are important risks and limitations associated with the use of the Services as described below and elsewhere in this Agreement. Please read them carefully.

Cash Exchange. The Services include an online portal that allows eligible holders of ACX Tokens to connect a compatible Wallet to the Site and participate in a cash exchange (as described below) of ACX Tokens (the “**Cash Exchange**” or “**Exchange**” for purposes hereof). If you elect to participate in the Cash Exchange, you will be required to (i) connect your Wallet to the Site; and (ii) pass a sanctions and wallet blacklist screening. Upon successful completion of the foregoing, you may exchange your ACX Tokens for USDC at the fixed exchange rate of \$0.04375 USDC per ACX Token. The Cash Exchange is available only during the period indicated on the Site.

User Asset Information. Users may be able to use the Services (a) to aggregate and display publicly available information related to any cryptocurrency, virtual currency, token, or other digital asset (“**Digital Assets**”) owned or controlled by such user (such user’s “**User Assets**”); and (b) to draft transaction messages which the user can independently use in conjunction with a Wallet to effect an Exchange of ACX Tokens as contemplated by this Agreement. Any information provided to you by the Services about your User Assets (“**User Asset Information**”) may be sourced from Third-Party Services, and Risk Labs is not liable for any losses arising out of, related to, or based on your use of or reliance on User Asset Information. You are solely responsible for independently verifying all User Asset Information.

User Assets. When you use the Services to exchange ACX Tokens, you represent and warrant that (a) you own or have the authority to connect the Wallet(s) containing such ACX Tokens; (b) you own or have the authority to transfer such ACX Tokens; (c) all ACX Tokens you transfer or otherwise make available in connection with the Services have been earned, received, or otherwise acquired by you in compliance with all applicable laws; and (d) no ACX Tokens that you transfer or otherwise make available in connection with the Services have been “tumbled” or otherwise undergone any process designed to hide, mask, or obscure the origin or ownership of such ACX Tokens.

Exchanges of Digital Assets. The Services may assist you in drafting standard transaction messages designed to accomplish the applicable Exchange. By combining publicly available information with your interactions with the Services, the Services can draft standard transaction messages that are designed to accomplish your operational goals as expressed through the interactions with the Services. You may seek to broadcast such messages to the applicable blockchain network in order to initiate a transaction involving Digital Assets. You must personally review and authorize all transaction messages that you wish to execute; this requires you to sign the relevant transaction message with your private cryptographic key uniquely associated with your Wallet (“**Private Key**”), which is inaccessible to the Services or Risk Labs. The authorized message will then be broadcast to the applicable blockchain network through the Wallet and, as applicable to a particular transaction, you may be required to pay Third-Party Fees (defined below) to have the validators record the results of the transaction message on the applicable blockchain, resulting in a transfer of Digital Assets. Risk Labs and the Services are not your agents or intermediaries, do not store or have access to or control over any blockchain or other Third-Party Service, Digital Assets, Private Keys, passwords, accounts or other property of yours, and are not capable of performing transactions or sending transaction messages on your behalf. All transactions through the applicable blockchain are effected between you and the applicable blockchain, and Risk Labs shall have no liability in connection with same.

Eligibility and Access.

Accessing the Services. In order to access the Services and participate in an Exchange, you must satisfy the applicable eligibility requirements set forth in Section 1.1. You shall promptly provide Risk Labs or its designee with all information and documentation reasonably requested in connection with your use of the Services, including without limitation any information required for KYC, sanctions screening, or eligibility verification. You acknowledge and agree that Risk Labs’s obligation to provide you with any Services is conditioned on any information you provide being accurate and complete at all times. You agree not to use the Services if you have been previously removed by Risk Labs, or if you have been previously banned from any of the Services. Risk Labs reserves the right to obtain and retain any identifying information as it may determine from time to time in order for you to use and continue to use the Services.

User Information. In connection with your use of the Services, including without limitation any KYC or eligibility verification process, you shall (i) provide true, accurate, current, and complete information about yourself as requested by Risk Labs or its designee (the “**User Information**”), and (ii) maintain and promptly update the User Information to keep it true, accurate, current, and complete.

User Responsibility. You are responsible for all activities conducted through the Services using your Wallet or User Information. You shall monitor your use of the Services to restrict access by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your Wallet credentials or Private Key with anyone, and you agree to notify Risk Labs immediately of any unauthorized use of your Wallet or any other breach of security in connection with the Services. If you provide any User Information or other information that is untrue, inaccurate, incomplete, or not current, or Risk Labs has reasonable grounds to suspect that any information you provide is untrue, inaccurate, incomplete, or not current, Risk Labs has the right to suspend or terminate your access to the Services and refuse any and all current or future use of the Services (or any portion thereof).

Representations. You represent and warrant that:

You are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. If you are acting on behalf of an entity, you represent and warrant that you have all right and authority necessary to act on behalf of such entity.

None of: (1) you; (2) any affiliate of any entity on behalf of which you are entering into this Agreement; (3) any other person having a beneficial interest in any entity on behalf of which you are entering into this Agreement (or in any affiliate thereof); or (4) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or any person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. There is no legal proceeding pending that relates to your activities relating to buying, selling, exchanging, or otherwise using cryptocurrency or any other token- or digital asset- trading or blockchain technology related activities;

You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, User Assets, or token-trading activities or any other applicable laws, including, but not limited to, anti-money laundering or terrorist financing laws, and no investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to cryptocurrency.

Wallets. In connection with the Services you may need to connect a Wallet owned or controlled by you. For the avoidance of doubt, users of the Services, and not Risk Labs, control the Private Key with respect to each Wallet that initiates and executes all transactions through the Services. Access to and use of a Wallet is subject to additional terms and conditions between you and the provider of such Wallet. Please note that if a Wallet or associated service becomes unavailable then you should not attempt to use such Wallet in connection with the Services, and we disclaim all liability in connection with the foregoing, including without limitation any inability to access any Digital Assets you have sent to or stored in such Wallet. Access to your Wallet may require the use of a Private Key and Risk Labs has no ability to access your Wallet without your involvement and authority. Your Private Key is unique to you and shall be maintained by you. If you lose your Private Key, you may lose access to your Wallet and any contents thereof, unless otherwise set forth in the agreement between you and the provider of the applicable Wallet. Risk Labs does not have the ability to recover a lost Private Key.

Supplemental Terms. Your use of, and participation in, certain features and functionality of the Services may be subject to additional terms (“**Supplemental Terms**”). Such Supplemental Terms will either be set forth in the applicable supplemental Services or will be presented to you for your acceptance when you sign up to use the supplemental Services. If this Agreement is inconsistent with the Supplemental Terms, then the Supplemental Terms control with respect to such supplemental Service.

Necessary Equipment and Software. You must provide all equipment, software, and hardware necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services. You are solely responsible for keeping your hardware devices secure. Risk Labs will not be responsible if someone else accesses your devices and authorizes a transaction upon receipt of a valid transfer initiated from the Services.

Your Assumption of Risk

When you use the Services, you understand and acknowledge that Risk Labs is not a financial OR INVESTMENT advisor and that the Services ENTAIL A RISK OF LOSS AND may not meet your needs. Risk Labs may not be able to foresee or anticipate technical or other difficulties which may result in data loss or other service interruptions. Risk Labs encourages you to periodically confirm the valuation of your User Assets. Risk Labs does not and cannot make any guarantee that your User Assets will not lose value. The prices of cryptocurrency assets can be extremely volatile. Risk Labs makes no warranties as to the markets in which your User Assets are transferred, purchased, or traded.

You understand that like any other software, the Services could be at risk of third-party malware, hacks, or cybersecurity breaches. You agree that it is your responsibility to monitor your User Assets regularly and confirm their proper use and deployment consistent with your intentions.

Risk Labs has no control over any blockchain and therefore cannot and does not ensure that any transaction details that you submit or receive via our Services will be validated by or confirmed on the relevant blockchain, and Risk Labs does not have the ability to facilitate any cancellation or modification requests. You accept and acknowledge that you take full responsibility for all activities that you effect through the Services and accept all risks of loss, to the maximum extent permitted by law. You further accept and acknowledge that:

- You represent and warrant that you (i) have the necessary technical expertise and ability to review and evaluate the security, integrity, and operation of your Wallets and any blockchains to which your User Assets may be deployed or transferred in connection with the Services; (ii) have the knowledge, experience, understanding, professional advice, and information to make your own evaluation of the merits, risks, and applicable compliance requirements under applicable laws of any use of any blockchains to which your User Assets may be deployed in connection with the Services; (iii) know, understand, and accept the risks associated with any blockchains to which your User Assets may be deployed in connection with the Services; and (iv) accept the risks associated with blockchain technology generally, and are responsible for conducting your own independent analysis of the risks specific to your use of the Services. You further agree that Risk Labs will have no responsibility or liability for such risks.
- There are risks associated with using digital assets, including but not limited to, the risk of hardware, software, and Internet connections; the risk of malicious software introduction; the risk that third parties may obtain unauthorized access to information stored within your Wallets; the risks of counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable; and the risk that such digital assets may fluctuate in value. You accept and acknowledge that Risk Labs will not be responsible for any communication failures, disruptions, errors, distortions, delays, or losses you may experience when using blockchain technology, however caused.
- The regulatory regimes governing blockchain technologies, cryptocurrencies, and tokens are uncertain, and new regulations or policies, or new or different interpretations of existing regulations, may materially adversely affect the development of the Services and the value of your User Assets.
- Risk Labs makes no guarantee as to the functionality of any blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions that are unfavorable to your User Assets. You acknowledge and accept that the protocols governing the operation of a blockchain may be subject to sudden changes in operating rules which may materially alter the blockchain and affect the value and function of User Assets supported by that blockchain.
- Risk Labs makes no guarantee as to the security of any blockchain or Wallet. Risk Labs is not liable for any hacks, double spending, or any other attacks on any blockchain or your Wallet.
- Any blockchain supported by the Services is controlled by third parties, and Risk Labs is not responsible for their performance nor any risks associated with the use thereof. The Services rely on, and Risk Labs makes no guarantee or warranties as to the functionality of or access to any blockchain.

License to the Services

License to Services. Subject to this Agreement, Risk Labs grants you a non-transferable, non-exclusive, revocable, limited license to access and use the Services solely for your own personal, noncommercial use in effecting an Exchange.

Certain Restrictions. The Services are not intended to be used by you for or on behalf of any third party. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Site; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Risk Labs; (c) you shall not use any metatags or other "hidden text" using Risk Labs's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site (except that we grant 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); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to this Agreement. Risk Labs, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services may terminate the licenses granted by Risk Labs pursuant to this Agreement.

Modification. Risk Labs reserves the right, at any time, to update, modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Risk Labs will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof. You may need to update third-party software from time to time in order to use the Services.

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

Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content (including any Services) are owned by Risk Labs or Risk Labs's suppliers. Neither this Agreement (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 Sections 3.1 and 3.2. Risk Labs and its suppliers reserve all rights not granted in this Agreement. There are no implied licenses granted under this Agreement.

Third-Party Services. Certain features of the Services may rely on, display, or provide links to third-party websites, services, technology, applications, and/or advertisements accessible or otherwise connected to the Services but not provided by or under the control of Risk Labs, including

without limitation any blockchains, any validator on such blockchains, and our third-party API providers (each, a “**Third-Party Service**” and, collectively, “**Third-Party Services**”). Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that (a) Risk Labs shall not be liable for any damages, liabilities, or other harms in connection with your use of and/or any inability to access the Third-Party Services; and (b) Risk Labs shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities, or harm to any person or entity relating to any losses, delays, failures, errors, interruptions, or loss of data occurring directly or indirectly by reason of Third-Party Services or any other circumstances beyond Risk Labs’s control, including without limitation the failure of a blockchain or other Third-Party Service. You further acknowledge and agree that you will comply with the terms of all Third-Party Services. Risk Labs does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services. You use all Third-Party Services at your own risk.

Feedback. If you provide Risk Labs with any feedback or suggestions regarding the Site or any Services (“**Feedback**”), you hereby grant Risk Labs a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable, nonexclusive right and license to use and fully exploit such Feedback and related information in any manner it deems appropriate. Risk Labs will treat any Feedback you provide to Risk Labs as non-confidential and non-proprietary. You agree that you will not submit to Risk Labs any information or ideas that you consider to be confidential or proprietary.

User Conduct. You agree that you are solely responsible for your conduct in connection with the Services. You agree that you will abide by this Agreement and will not (and will not attempt to): (a) provide false or misleading information to Risk Labs; (b) use or attempt to use another user’s Wallet without authorization from such user; (c) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner; (d) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services; (e) bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services; (f) collect or harvest data from our Services that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities; (g) use data collected from our Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing); (h) bypass or ignore instructions that control all automated access to the Services; (i) use the Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement; (j) use your Wallet to carry out any illegal activities in connection with or in any way related to your access to and use of the Services, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services; (k) engage in or knowingly facilitate any fraudulent, deceptive, or manipulative activities in connection with the Services; (l) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings or other similar transactions, in each case except (i) as expressly contemplated by this Agreement in connection with an Exchange or (ii) in strict compliance with applicable law; (m) use the Services to participate in fundraising for a business, protocol, or platform, except as expressly contemplated by this Agreement in connection with an Exchange or except in strict compliance with applicable law; (n) make available any content that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; or (o) attempt to access any Wallet that you do not have the legal authority to access. Any unauthorized use of any Services terminates the licenses granted by Risk Labs pursuant to this Agreement.

Fees.

Fees. As of the date of this Agreement, Risk Labs does not charge any fees in connection with the Services. However, Risk Labs reserves the right to introduce fees (“**Fees**”) in connection with your use of certain Services at any time upon notice to you. All pricing and payment terms for such Fees, if any, will be as indicated on the Services, and any payment obligations you incur are binding at the time of the applicable transaction. You agree that all Fees are non-cancellable, non-refundable, and non-recoupable.

Gas Fees. You may incur charges from third parties (“**Third-Party Fees**”) for network fees, known as a “gas” fee, in order to have the blockchain’s validators apply a transaction message and record the results on the blockchain, resulting in a completed transaction. Third-Party Fees are not charged by Risk Labs and are not paid to Risk Labs.

Taxes. You are solely responsible (and Risk Labs has no responsibility) for determining what, if any, taxes apply to any transaction involving your User Assets.

Currency. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay any Fees. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, will impact or excuse your obligations with respect to any purchase.

Release. You hereby release and forever discharge Risk Labs (and our 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 Services (including any interactions with, or act or omission of, other Service users or any Third-Party Services). 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.”

Indemnification. You agree to indemnify and hold harmless Risk Labs (and its officers, employees, and agents) from any claim or demand, including costs and attorneys’ fees, made by any third party due to or arising out of (a) your use of the Services, (b) your violation of this Agreement, (c) your access and use of any Service, or (d) your violation of applicable laws or regulations. Risk Labs 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 our defense of these claims. You agree not to settle any matter without the prior written consent of Risk Labs. Risk Labs will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Disclaimers

AS IS. THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND RISK LABS (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Risk Labs Is Not an Investment Advisor. NEITHER RISK LABS NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS, OR DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES. NEITHER RISK LABS NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN “EXPERT” UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER RISK LABS NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS SITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

No Liability for Blockchain Losses. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY DIGITAL ASSETS, 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 OR DATA LOSS; (c) CORRUPTED WALLET FILES; (d) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (e) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES, DIGITAL ASSETS, OR WALLETS. Risk Labs is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of any blockchain, software (e.g., smart contract), blockchains, or any other features of or inherent to digital assets. Risk Labs is not responsible for any delay or failure to report any issues with any applicable blockchain, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

NO LIABILITY FOR CONDUCT OF THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT RISK LABS IS NOT LIABLE, AND YOU AGREE NOT TO HOLD OR SEEK TO HOLD RISK LABS LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND PROVIDERS OF USER ASSET INFORMATION, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. RISK LABS MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING WITHOUT LIMITATION ANY DIGITAL ASSETS, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. RISK LABS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH DIGITAL ASSETS OR OTHER GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONNECTED CONTENT OBTAINED THROUGH THE SERVICES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT USER ASSET INFORMATION COMPRISES DATA PROVIDED BY THIRD-PARTY SOURCES AND RISK LABS DOES NOT VERIFY THE ACCURACY OF SUCH DATA. YOU ARE RESPONSIBLE FOR VERIFYING ALL USER ASSET INFORMATION.

Digital Assets. Notwithstanding anything to the contrary in this Agreement, Risk Labs shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to (a) the ownership, validity or genuineness of any User Asset; (b) the collectability, insurability, effectiveness, marketability or suitability of any User Asset; or (c) any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond Risk Labs’s control, including without limitation the failure of a blockchain, applicable blockchain or other Third-Party Service.

No Liability in Connection with Open-Source Software. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that any software or services you access under the terms of an open-source software license is at your own risk, and Risk Labs shall not be liable for any damages, other liabilities or harm to any person or entity relating to any losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond Risk Labs’s control, including without limitation through your use of any content under the terms of an open-source software license.

No Guaranteed Returns. All claims, estimates, specifications, and performance measurements described on the Services are made in good faith. You are solely responsible for checking and validating their accuracy and truthfulness, and Risk Labs shall have no responsibility or obligation relating to the foregoing. Any content produced by Risk Labs on the Services has not been subject to audit and is for informational purposes only.

Export Controls and Sanctions Compliance. Risk Labs does not encourage, induce, or sanction the deployment, integration, or use of the Service in violation of applicable laws or regulations and hereby prohibits any such deployment, integration or use. This includes use by you (a) in violation of export control or sanctions laws of the United States or any other applicable jurisdiction, (b) if you are located in or ordinarily resident in a country or territory subject to comprehensive sanctions administered by OFAC, or (c) if you are or are working on behalf of a Specially Designated National (“SDN”) or a person subject to similar blocking or denied party prohibitions. You should be aware that U.S. export control and sanctions laws prohibit U.S. persons (and other persons that are subject to such laws) from transacting with persons in certain countries and territories or that are on the SDN list.

Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RISK LABS (OR OUR 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 THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF RISK LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES 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, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS (\$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

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.

Term and Termination. Subject to this Section, this Agreement will remain in full force and effect from the date you first access or use the Services until the expiration of the Exchange period set forth in Section 1.1 (the “Term”). Notwithstanding the foregoing, we may suspend or terminate your rights to use the Services immediately upon notice if you breach any provision of this Agreement. Upon termination of your rights under this Agreement, your right to access and use the Services will terminate immediately. Risk Labs will not have any liability whatsoever to you for any

termination of your rights under this Agreement. Even after your rights under this Agreement are terminated, the following provisions of this Agreement will remain in effect: Section 2, Sections 3.3 through 3.7 and Sections 4 through 12.

ARBITRATION AGREEMENT. Please read this Section 11 (the “Arbitration Agreement”) carefully. It is part of your contract with Risk Labs and affects your rights. It contains procedures for mandatory binding arbitration and a class action waiver.

Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Risk Labs agree that any disagreement, controversy, or claim arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services, or this Agreement and prior versions of this Agreement (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Risk Labs may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Risk Labs 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). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that were not noticed at the time you first became subject to this Agreement but that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

Informal Dispute Resolution. There might be instances when a Dispute arises between you and Risk Labs. If that occurs, Risk Labs is committed to working with you to reach a prompt, low-cost and mutually beneficial resolution. You and Risk Labs agree to participate in good faith informal efforts to resolve Disputes before starting an arbitration or initiating an action in small claims court (“Informal Dispute Resolution”). You and Risk Labs agree that as part of these efforts, either party has the option to ask the other to meet and confer telephonically (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you must also personally participate.

- To initiate Informal Dispute Resolution, a party must give notice in writing to the other party (“Notice”). Such Notice to Risk Labs should be sent by email to the email listed in Section 12.10. The Notice must include: (1) your name, telephone number, mailing address, and 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 the Dispute, including the specific relief sought. Risk Labs will send Notice, including a description of the Dispute, to your email address or regular address on file. It is your responsibility to ensure your email and regular address are correct and remain up to date. The Notice must be signed by the party initiating the Dispute (i.e., either you personally or a Risk Labs representative).
- The Informal Dispute Resolution process lasts 45 days and is a mandatory precondition to commencing arbitration. The Informal Dispute Resolution Conference, if requested by either party, 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 or organizations 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.
- The statute of limitations and any filing deadlines shall be tolled while the parties engage in Informal Dispute Resolution.

Waiver of Trial in Front of Judge or Jury. YOU AND RISK LABS 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 Risk Labs are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the Section 11.1. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Other Non-Individualized Relief. 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, OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. 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 Section 11.9. Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this Section 11.4, are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Risk Labs 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 courts located in the State of Delaware. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all Disputes between the parties that remain in arbitration are finally resolved. All other Disputes shall be arbitrated or litigated in small claims court. This Section 11.4 does not prevent you or Risk Labs from participating in a class-wide or mass settlement of claims.

Rules and Forum. This Agreement evidences 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, including the procedures governing Batch Arbitration (defined below), and any arbitration. If Informal Dispute Resolution does not resolve satisfactorily within forty-five (45) days after receipt of a Notice, or after completion of the Informal Dispute Resolution Conference, if requested, you and Risk Labs agree that either party shall have the right to finally resolve the Dispute through binding arbitration.

- The arbitration will be administered by the National Arbitration & Mediation (“NAM”) in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedure (the “NAM Comprehensive Rules”) in effect at the time of arbitration, except as supplemented, where applicable, by the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (the “NAM Mass Filing Rules”; together with the NAM Comprehensive Rules, the “NAM Rules”), and as modified by this Arbitration Agreement. The NAM Rules are currently available at <https://www.namadr.com/resources/rules-fees-forms/>.
- A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Demand”). The Demand 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) a statement certifying that the requesting party will pay any necessary filing fees in connection with such arbitration. Any Demand you send to Risk Labs should be sent by email to the email listed in Section 12.10. Risk Labs will provide the Demand to your email address on file. It is your responsibility to keep your contact information up to date.
- If the party requesting arbitration is represented by counsel, the Demand shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Demand. By signing the Demand, counsel certifies to the best of counsel’s

knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that, consistent with the standards set forth in Federal Rule of Civil Procedure 11(b): (1) the Demand 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 (“**Counsel’s Certification**”).

- Unless you and Risk Labs otherwise agree, or the Batch Arbitration process discussed in Section 11.9 is triggered, the arbitration, including any in-person arbitration hearing, will be conducted in the city where you reside. Subject to the NAM Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of arbitration. If NAM is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any NAM fees and costs will be solely as set forth in the applicable NAM fee schedules (the “**Fee Schedules**”).
- You and Risk Labs 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.
- You and Risk Labs agree that at least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party’s costs from the time of the offer.

Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from NAM’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Demand, then NAM will appoint the arbitrator in accordance with NAM Rules, provided that if the Batch Arbitration process under Section 11.9 is triggered, NAM, without soliciting input or feedback from any party, will appoint the arbitrator for each batch, subject to your right to object to that appointment.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes regarding the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except that all Disputes regarding Section 11.4, including any claim that all or part of Section 11.4 is unenforceable, illegal, void or voidable, or that Section 11.4 has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. 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.

Attorneys’ Fees and Costs. Unless fee shifting is specifically authorized by law or by the NAM Rules, 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 Demand was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). To the extent, following a presentation on the merits, on its own motion or a party’s, and after affording a reasonable opportunity to respond, an arbitrator determines that a party who commenced arbitration did not bring its claim(s) consistent with Counsel’s Certification and the standards set forth in Federal Rule of Civil Procedure 11(b), the parties agree that the arbitrator shall, as part of its award, impose sanctions by ordering that the initiating party reimburse the responding party for all arbitration filing and administrative fees and arbitrator costs the responding party incurred under the Fee Schedules. If you or Risk Labs 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 be entitled to recover from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration.

Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Risk Labs agree that in the event that there are twenty-five (25) or more individual Demands of a substantially similar nature filed against Risk Labs by or with the assistance of the same law firm, group of law firms, or organizations, within a reasonably proximate period of time, for example, a ninety (90) day period, NAM shall (1) administer the arbitration demands in batches of 100 Demands per batch (or, if between twenty-five (25) and ninety-nine (99) individual Demands are filed, a single batch of all those Demands, and, to the extent there are fewer than 100 Demands remaining after the batching described above, a final batch consisting of the remaining Demands); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch on a consolidated basis with one set of filing and administrative fees due per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award, which will provide for any and all relief to which the arbitrator determines each individual party is entitled (“**Batch Arbitration**”). NAM shall administer all batches concurrently, to the extent possible.

- All parties agree that Demands 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 issue(s) 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 NAM, and NAM shall appoint a sole standing Procedural Arbitrator or, should the circumstances so require, an Emergency Arbitrator, according to the NAM Rules, to determine the applicability of the Batch Arbitration process (the Procedural Arbitrator or Emergency Arbitrator, the “**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 Risk Labs.
- You and Risk Labs agree to cooperate in good faith with NAM to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Demands, 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 or creating a class, collective, and/or representative arbitration or action of any kind, except as expressly set forth in this provision, and nothing about the Batch Arbitration process will preclude any party from participating in any arbitration administered according to that process.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the email listed in Section 12.10, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include

your name and address, the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. Any opt-out Notice will be effective only if you send it yourself, on an individual basis, and opt out notices from any third-party purporting to act on your behalf will have no effect on your or Risk Labs's rights. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any arbitration agreements that you may currently have with us, including any previous versions of this Arbitration Agreement to which you agreed and did not timely opt out, which will remain in effect, and has no effect on any arbitration agreements with us you may enter in the future.

Invalidity, Expiration. Except as provided in Section 11.4, if any part or parts of this Arbitration Agreement (other than Section 11.9) 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. However, if Section 11.9 is found under the law to be invalid or unenforceable then, in that case, the entire Arbitration Agreement shall be void, and the parties agree that all Disputes will be heard in the state or federal courts located in Wilmington, Delaware. You further agree that any Dispute that you have with Risk Labs as detailed in this Arbitration Agreement must be initiated 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. You and Risk Labs agree that any Dispute must commence within one (1) year after the cause of action accrues; otherwise, such cause of action is permanently barred.

Modification. You and we agree that Risk Labs retains the right to modify this Arbitration Agreement in the future. Any such changes will be posted on the Services, and you should check for updates regularly. Notwithstanding any provision in this Agreement to the contrary, we agree that if Risk Labs makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Services, including the acceptance of products and services offered on the Services following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes. If you have previously agreed to a version of this Agreement with an arbitration agreement and you did not validly opt out of arbitration then, changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of your previous agreement to arbitrate. Risk Labs will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

General

Changes. These Terms are subject to occasional revision. When changes are made, Risk Labs will make a new copy of these Terms available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site. We will also update the "Last Updated" date at the top of these Terms. Any changes to this Agreement will be effective immediately for new users of the Site and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Site for existing users. Risk Labs may require you to provide consent to the updated Agreement in a specified manner before further use of the Site and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

Export. The Services 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 Risk Labs, or any products utilizing such data, in violation of the United States export laws or regulations.

Disclosures. Risk Labs is located at the address in Section 12.10. 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 1625 North Market Blvd., Suite N-112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

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

Governing Law. THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Risk Labs agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Wilmington, Delaware.

International Users. The Services can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that Risk Labs intends to offer such Services in your country. Risk Labs makes no representations that the Services are appropriate or available for use in your location. Anyone accessing the Services does so of their own volition and is responsible for compliance with applicable law.

Force Majeure. Risk Labs shall not be liable for any delay or failure to perform resulting from causes outside its control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, epidemics, pandemics, governing laws, rules or regulations, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Entire Agreement. This Agreement constitutes the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement 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 Risk Labs is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Risk Labs's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Risk Labs may freely assign this Agreement. The terms and conditions set forth in this Agreement shall be binding upon assignees.

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