

## Stokker Platform Terms of Use

These Stokker Platform Terms of Use ("**Terms**" and collectively with our Privacy Policy, the "**Agreement**") are binding between you ("**End User**" or "**you**") and Stokker Inc. ("**Company**"). This Agreement governs your use of the Stokker proprietary platform, including its mobile application (including all related documentation, the "**App**"), website [www.stokker.io](http://www.stokker.io) ("**Website**") and the services described herein or otherwise available at the App or Website ("**Services**", and collectively with the App and Website, the "**Platform**"). The Platform is licensed, not sold, to you.

BY USING THE PLATFORM, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHALL NOT USE THE PLATFORM AND DELETE THE APP FROM YOUR MOBILE DEVICE.

**THE SECTIONS BELOW TITLED "ARBITRATION, CLASS ACTION WAIVER AND GOVERNING LAW" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Platform or any Services, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Website and the App and/or provide you with notice of the modification at the last email address you gave us. By continuing to access or use the Platform after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Platform.

### 1. Registration Data and Account Security

(a) As a condition to using all or some parts of the Platform, you may be required to register an account with Stokker, select a password and user name and provide other information about your identity, your company or your investments ("**Registration Data**"). You agree to (a) provide accurate, current and complete Registration Data; (b) maintain the security of your password and user name; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. Except as expressly provided in these Terms, you may only maintain one active account with the Platform.

(b) You agree and understand that you are responsible for maintaining the confidentiality of your Registration Data. By providing us with your e-mail address, you agree to receive all required notices electronically, including through the Platform (such as by displaying links to notices generally on the App or Website) or to your e-mail address. It is your responsibility to

update or change that e-mail address, as appropriate. If you become aware of any unauthorized use of your Registration Data or Account Information for the Platform, you agree to notify us immediately.

## 2. Access to the Platform

(a) Subject to your compliance with this Agreement, we grant you a limited, revocable, nonexclusive license to access and use the Platform for your own personal internal use. This license does not include any collection, aggregation, copying, duplication, scraping, display or derivative use of the Platform nor any use of data mining, crawlers, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by the Company in writing. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Platform. In order to collect, aggregate, copy, duplicate, scrape, display or make derivative use of the Platform for other purposes (including commercial purposes) not stated herein, you must first obtain a written license from the Company.

(b) You shall not:

(i) copy the Platform (or any part thereof), except as expressly permitted by this license;

(ii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform or any part thereof;

(iii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;

(iv) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, including any copy thereof;

(v) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform, or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time; or

(vi) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform.

3. Regulatory Compliance. You agree to insure that any information disseminated pursuant to the Platform, whether such dissemination is made (a) by you or on your behalf by a person authorized to disseminate information on your behalf or (b) otherwise, in any case, complies with all statutes, rules, regulations, orders or other governmental acts of any jurisdiction, whether foreign or domestic, including without limitation, (i) the Securities Act of 1933, as

amended, including the rules and regulations promulgated thereunder, (ii) the Securities and Exchange Act of 1934, as amended, including Rule 10b-5 and the other rules and regulations promulgated thereunder, (iii) Regulation FD promulgated by the Securities and Exchange Commission, (iv) regulations promulgated by FINRA, and (v) any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ.

#### 4. Paid Products or Services

(a) As part of your use of the Platform, the Company may choose to offer you some paid products or services (such as on a subscription or as-used basis, or otherwise) ("**Paid Products or Services**"). If you choose to purchase any Paid Products or Services you are responsible for paying the applicable prices for each Paid Product or Service.

(b) The prices for these Paid Products or Services may be found on the App or Website. We may change our fees from time to time by posting the changes on the App or Website, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

(c) If your payment method fails or your account is past due, we may collect amounts owed by charging other payment methods on file with us, and retain collection agencies and legal counsel. In addition, you will be subject to late fees. The Company, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information the Company reported to a credit bureau please contact us. If you wish to dispute the information a collection agency reported to a credit bureau regarding your account, you must contact the collection agency directly.

(d) Some Paid Products or Services may provide a free trial or introductory offer. If such an offer is provided, only one per user, per person, per household and per email address is allowed at any given point in time. In addition, there is a limit of one trial per user, per person, per household and per email address in any given one year period unless otherwise stated in the offer.

#### 5. Payment Policies

(a) For any Paid Products or Services available on a subscription basis, we may offer you an option to be billed by the month, quarter, year or other applicable period (each, a "**Subscription Period**") depending on the options available for each Paid Product or Service. Fees for each Subscription Period will be pre-paid at the start of the Subscription Period, charged to the credit card you provide prior to the start of such Subscription Period. Any change to the fees for subscription based Paid Products or Service will be effective as of the commencement of the Subscription Period immediately following such change. Except as provided in these Terms, all

fees pre-paid by you are non-refundable. If you wish to cancel your subscription, you may do so by selecting the cancel option for that Paid Products or Service, if available, within your account dashboard or by contacting us. Once we process your cancellation request you will not be charged for future Subscription Periods, your access to the specific Paid Product or Service will continue until the end of your current Subscription Period.

(b) You are responsible for all taxes, duties, and other governmental assessments associated with your activity in connection with the Platform, whether or not you choose to purchase a Paid Product or Service from us.

(c) While you may cancel any Paid Products or Services at any time, you will not be issued a refund except in our sole discretion, or if legally required.

(d) The Company reserves the right to cancel your subscription for Paid Products or Services at any time for any reason or no reason. If we cancel your subscription for any reason other than your failure to pay or breach of this Agreement (or any other terms you have agreed to with the Company) you will receive a pro-rated refund of the fees you pre-paid, if any. Your refund will consist of all pre-paid fees for each complete month remaining in your Subscription Period.

## 6. App or Site Content

(a) You understand that all postings, messages, text, images, video or other materials ("**Content**") posted or published on, uploaded to, transmitted through, or linked from, the Platform (hereinafter, "post", "posted" or "published"), whether by the Company or users of the Platform ("Users"), are the sole responsibility of the person or entity from whom such Content originated.

(b) You agree that by using the Platform, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. The Company, its affiliates and partners are not responsible for the conduct, whether online or offline, of any User. You agree that you bear all risks associated with, the use or posting of any Content, that you may not rely on said Content, and that under no circumstances will the Company (including, without limitation, its directors, officers, employees, service providers, advisors and agents), its affiliates, or partners be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted or otherwise made available via the Platform. You may not republish, post, transmit or distribute the Content to online bulletin and message boards, blogs, chat rooms, intranets or anywhere else without our consent.

(c) The Platform is also a platform for third parties to publish their own investment portfolio and blogs. The Users creating such Content may hold long or short positions in or derivatives of companies named therein and are free to buy or sell those positions at will. The Users may take positions inconsistent with the views expressed in their Content. Content

available on the Platform contain the Users' own opinions (and not those of the Company), and none of the information contained therein constitutes a recommendation that any particular security, portfolio of securities, transaction, or investment strategy is suitable for any specific person. You further understand that the Users will not advise you personally concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other matter.

## 7. User Content Posted on the Platform

(a) You are solely responsible for the Content that you post on or through the Platform, or otherwise transmit to or share with other Users (collectively, the "**User Content**"). You shall not (and shall not permit any third party to) create, upload, download, post, submit or otherwise distribute or facilitate distribution of any User Content on or through the Platform, that:

(i) you did not create or have permission to post;

(ii) infringes any patent, trademark, trade secret, copyright, moral right, right of publicity, right of privacy, or other right of any other person or entity or violates these Terms or any law or contractual duty;

(iii) you know is false, misleading, untruthful or inaccurate;

(iv) defames, libels, ridicules, mocks, disparages, threatens, harass, intimidates or abuses anyone;

(v) attempts to impersonate any other party;

(vi) harvests or otherwise collects information about users without their consent;

(vii) uses tools which anonymize your internet protocol address (e.g. anonymous proxy) to access the Platform;

(viii) constitutes unauthorized or unsolicited advertising, junk or bulk email or pyramid schemes;

(ix) includes anyone's identification documents or sensitive financial information; or

(x) promise returns or refunds to any subscriber to the Platform.

(b) You acknowledge that the Company does not pre-screen, endorse or approve User Content, but that the Company shall have the right (but not the obligation) in its sole discretion to refuse, delete or remove any User Content that is available via the Platform, including in connection with violations of the letter or spirit of the Terms or for any other reason. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Platform or otherwise provide to the Company.

(c) When you post User Content to the Platform, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Platform. By posting User Content to any part of the Platform, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content, and your name, voice, and/or likeness as contained in your Content, for any purpose, commercial, advertising, or otherwise, on or in connection with the Platform or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize of the foregoing. The Company does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content. You also hereby grant each user of the Platform a non-exclusive license to access your User Content through the Platform, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Platform and under these Terms.

(d) We also reserve the right, at all time and in our sole discretion, to disclose any User Content and other related information for any reason including without limitation (a) to satisfy any applicable law, regulation, legal process or governmental request; (b) to enforce the terms of the Agreement; (c) to protect Company's legal rights and remedies; (d) if we, in our reasonable discretion, believe that someone's health or safety may be threatened; or (e) to report a crime or other offensive behavior.

8. Feedback. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Platform ("Feedback"), provided by you to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. Third-Party Services, Other Websites and Content

(a) The Company may provide links or access to other websites, apps, products or services provided by third-party service providers ("**Third-Party Services**") when you visit the App or Website or use the Platform.

(b) Third-Party Services are not reviewed, controlled, examined, sponsored, or endorsed by the Company and the Company is not responsible for the information, advertising, products, resources or other material of any Third-Party Services or any link contained in Third-Party Services. The inclusion of any Third-Party Services does not imply endorsement of the

owner/sponsor of the Third-Party Services or its content by the Company. Your use of any such Third-Party Services is at your own risk.

(c) The Company makes no representations or warranties with respect to Third-Party Services and will not be liable for such Third-Party Services, even when used in conjunction with the Platform. The Company does not endorse or sponsor any products or services provided by third parties that are made available through the Platform.

(d) In using any Third-Party Services made available via the Platform, you must agree to comply with and be bound by the Terms of Service, Privacy Policy, or other terms and conditions of the third-party service providers.

(e) The Company is not responsible for any trading, buy/sell orders or other activity that you conduct or that otherwise happens in connection with any of your brokerage accounts.

10. Advertising. As part of the Platform, we may include advertisements provided by the Company and/or a third party, which may be targeted to the Content or information on the Platform, queries made through the Platform, or other information. The types and extent of advertising on the Platform are subject to change. In consideration for the Company granting you access to and use of the Platform, you agree that the Company and its third party providers and partners may place such advertising on the Platform or in connection with the display of Content or information from the Platform whether submitted by you or others. Third party advertisers and sponsors are responsible for ensuring that material submitted for inclusion in advertisements on the Platform is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

11. Account Information from Third Party Sites

(a) Users may direct the Company to retrieve their own information maintained by third-parties with which they have customer relationships, maintain accounts or engage in financial transactions ("**Account Information**"). By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to the Company through the Platform, you are granting the Company a right to use such information and content for the purpose of providing the Platform. The Company may use and store the content in accordance with the Agreement. You represent and warrant that you are entitled to submit it to the Company for use for this purpose, without any obligation by the Company to pay any fees or be subject to any restrictions or limitations, including any contained in the third party's terms of service. The Company works with third parties to access your Account Information. The Company makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. By using the Platform, you expressly authorize the Company to access and store your Account Information maintained by identified third parties, on your behalf as your agent.

(b) You hereby authorize and permit the Company to use and store information submitted by you to accomplish the foregoing and to configure the Platform so that it is compatible with the third party sites for which you submit your information. For purposes of the Agreement and solely to provide the Account Information to you as part of the Platform, you grant us a limited power of attorney, and appoint us as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person.

(c) You acknowledge and agree that when the Company is accessing and retrieving account information from third party sites, the Company is acting as your agent, and not as the agent of or on behalf of the third party that operates the third party site.

(d) The Company does not review the Account Information for accuracy, legality or non-infringement, and is not responsible for the Account Information or products and services offered by or on third-party sites. The Company is not responsible for any processing errors or fees or other Platform-related issues, including those issues that may arise from inaccurate account information. With respect to the use of third-party products in conjunction with the Platform, the Company cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. The Company does not assume any liability for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Platform, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. You agree to indemnify the Company for any losses, costs, expenses or damages incurred by the Company due to your use of third-party products or services, including any violation of a third party's Terms of Service or other agreement relating to such products or services.

## 12. Data and Intellectual Property Ownership

(a) The Company takes its data and intellectual property rights very seriously. As between the Company and you, the Company owns, has licensed, or otherwise has rights, title and interest in and to the Platform and all of the content that appears on the Platform (except that User Content shall remain owned by the user who posted such User Content). The Company's intellectual property rights include, but are not limited to, copyrights, trademark rights, trade dress rights, and trade secrets. You agree that you have no right, title or interest in or to the Platform or any other Company content.

(b) All software (including source code), logos, icons, the Platform's "look and feel," text, graphics, images, video clips, sound clips, content, notices, data, page layout, and selection and arrangement of the content and all copyrights, patents, trade secrets, trademarks and other intellectual property rights therein shall be owned solely and exclusively by the Company and/or its licensors and are protected by United States and international copyright, trade secret

or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by the Company on the Platform, or in connection with the Platform are the exclusive property of the Company and/or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The Company and its licensors reserve all rights, title and interest in and to the Platform and its content (other than User Content), including, without limitation, the exclusive right to create derivative works therefrom.

(c) You hereby consent that, if you choose to become a paying customer of the Company, the Company may identify you as a Company customer (using your name and logo) and generally describe the products or services it provides to you in its promotional materials, presentations and proposals to other current and prospective customers.

13. Restrictions on Content and Use of Platform. In addition, you agree not to use the Platform to:

(a) in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Platform;

(b) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;

(c) post or otherwise make publicly available on the Platform any private information of any third party, including addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

(d) post or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(e) post or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

(f) violate any applicable law or regulation while accessing and using the Platform, including, without limitation, the rules and regulations of the U.S. Securities and Exchange Commission and the national or other securities exchanges (especially and including the rule against making false or misleading statements to manipulate the price of any security);

(g) interfere with the working of our Platform, or impose an unreasonable or disproportionately large load on our infrastructure;

(h) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted by you; or

(i) post or otherwise make available any information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

#### 14. Securities Disclaimer

(a) The Company is not a tax advisor, broker, financial advisor or investment advisor. The Platform is not intended to provide tax, legal, financial, or investment advice, and nothing on the service should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security.

(b) Trading in such securities can result in immediate and substantial losses of the capital invested. You should only invest risk capital, and not capital required for other purposes. You alone are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You should also consult an attorney or tax professional regarding your specific legal or tax situation.

(c) The Content is to be used for informational and entertainment purposes only and the Platform does not provide investment advice for any individual. The Company, its affiliates and partners specifically disclaim any and all liability or loss arising out of any action taken in reliance on Content, including but not limited to market value or other loss on the sale or purchase of any company, property, product, service, security, instrument, or any other matter.

(d) You understand that an investment in any security is subject to a number of risks, and that discussions of any security published on the Platform will not contain a list or description of relevant risk factors. In addition, please note that some of the stocks about which Content is published on the Platform have a low market capitalization and/or insufficient public float. Such stocks are subject to more risk than stocks of larger companies, including greater volatility, lower liquidity and less publicly available information.

#### 15. Other Disclaimers

(a) The Platform may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User Content. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, or software on account of technical problems or traffic congestion on the internet or at any site or with respect to the Platform or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or

resulting from using or downloading Content in connection with the Web and/or in connection with the Platform. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Platform or any posted on or through the Platform or transmitted to or by Users, or any interactions between Users, whether online or offline.

(b) The Platform may provide information from or links to certain brokerage companies for your convenience only. The Company is not a registered broker-dealer and does not endorse or recommend the services of any brokerage company. The brokerage company you select (and not the Company) is solely responsible for its services to you.

(c) The Company, its affiliates, and partners shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of the services of any brokerage company.

(d) The Platform and the Content are provided "as-is" and the Company, its partners and affiliates, disclaim any and all representations and warranties, whether express or implied, including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. The Company cannot guarantee and does not promise any specific results from use of the Platform. The Company does not represent or warrant that software, content or materials on the service or elsewhere are accurate, complete, reliable, current or error-free or that the Platform or any of the servers used to operate the Platform are free of viruses or other harmful components. Therefore, you should exercise caution in the use and downloading of any Content or materials and use industry-recognized software to detect and disinfect viruses. Without limiting the foregoing, you understand and agree that you download or otherwise obtain content, data or other material from or through the Platform at your own discretion and risk and that you will be solely responsible for your use thereof and any damages to your mobile device or computer system, loss of data or other harm of any kind that may result.

(e) For the avoidance of doubt, the Company does not disclaim warranties for intentional breach of duty. The warranty disclaimer does not affect the limitation of liability as set out below.

(f) Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimer may, in whole or in part, not apply to you.

(g) We do not and cannot control the flow of data to or from our network and other portions of the internet, wireless networks, or other third-party networks. Such flow depends in large part on the performance of the internet and wireless services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt your connections to the internet, wireless services, or portions thereof. We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related

to third-party actions or inactions that impair or disrupt your connections to the internet, wireless services, or portions thereof or the use of the Platform.

(h) The Company reserves the right to change any and all Content, software and other items used or contained in the Platform at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

16. Limitation on Liability. Notwithstanding anything to the contrary contained herein and to the fullest extent permitted by law, the liability of the Company and its affiliates, partners, members, managers, directors, officers, employees and agents to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to the Company for the Platform in the immediately preceding six months. In no event will the company, its affiliates, partners, members, managers, directors, officers, employees or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the Platform, or any of the Content or other materials on, accessed through or downloaded from the Platform, even if the Company or its affiliates, partners, members, managers, directors, officers, employees or agents is aware or has been advised of the possibility of such damages. You acknowledge that if no fees are paid to the Company for the Platform, you shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind from the Company, regardless of the cause of action. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

17. Suspension; Termination

(a) If we believe you are abusing our Platform in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Platform, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Platform. In the event of any such suspension or termination and we have to refund any amounts to the Users, you agree to pay us for any such refunded amounts.

(b) The Company may terminate your account, delete your profile and any User Content that you have posted on the Platform and/or prohibit you from using or accessing the Platform for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under 18.

18. Arbitration, Class Action Waiver and Governing Law

(a) This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding) ("**Arbitration Agreement**"). Please read it carefully. You may opt out of the Arbitration Agreement by following the opt out procedure described below.

(b) Informal Process First. You agree that in the event of any dispute between you and the Company, you will first contact the Company and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

(c) Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to your use of the Company's Platform and/or products, including the Platform, or relating in any way to the communications between you and the Company or any other user of the Platform, will be finally resolved by binding arbitration. This mandatory Arbitration Agreement applies equally to you and the Company. However, this Arbitration Agreement does not (a) govern any Claim by the Company for infringement of its intellectual property or access to the Platform that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this Arbitration Agreement within thirty (30) days of the first of the date you access or use this Platform by following the procedure described below.

(d) Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms.

(e) Any arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Platform on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

(f) The number of arbitrators will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. Delaware law will apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(g) Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or used the Platform on behalf of an entity, we will reimburse those fees for claims totaling less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

(h) The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

#### 19. Class Action Waiver

(a) Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

(b) If this Class Action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. 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 that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and the Company each waive any right to a jury trial.

#### 20. Indemnity

(a) To the fullest extent permitted by law, you agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their members, managers, directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Platform, your use of any Third-Party Services that are made available by the Platform, any Content you post or Content you share on or through the Platform or otherwise, your conduct in connection with the Platform or with other Users, or any violation of these Terms or of any law, rule, regulation or order, or the rights of any third

party. This indemnity shall survive any termination or cessation of use by you of the Platform. Without limiting the generality of the foregoing, you agree to indemnify and hold the Company and its licensors harmless for any improper or illegal use of your account, including the illegal or improper use of your account by someone to whom you have given permission to use your account.

21. Equitable Remedies

(a) You hereby agree that the Company would be irreparably damaged if these Terms were not specifically enforced, and therefore you agree that the Company shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these Terms, in addition to such other remedies as the Company may otherwise have available to it under applicable laws.

22. Export Regulation. The Platform may be subject to United States export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform available outside the United States.

23. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

24. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

25. Entire Agreement. This Agreement constitutes the entire agreement between you and Company with respect to the Platform and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform.

26. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.