

# Terms of Service Agreement

This Terms of Service ("Agreement") is a legal agreement between you (referred to herein as "you" or "your") and Disrupt Labs ("we", "our", or "us") for access to and use of our website (the "Website") and other related software, interactive features or downloads operated by us and that are available through the Website (whether accessed directly or through any software Website) (collectively, the "Service").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR SERVICE. IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE. YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

## **Use of the Service by You.**

We provide the Service for entertainment purposes only. You may not rely on any information or opinions expressed on the Service for any other purpose.

The Service may contain links to other Websites or services maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on third-party Websites or services. You assume sole responsibility for your use of third-party links, Websites, products and services.

You agree that (i) you will use the Service solely for your own, non-commercial, personal use in accordance with this Agreement and in accordance with any specific rules or usage provisions

specified by us on the Service and (ii) all information supplied by you to us will be true, accurate, current and complete. We retain the right at our sole discretion to deny or suspend access to the Service to anyone, at any time and for any reason, without liability.

You acknowledge and agree that your use of the Service, including, without limitation, the storage of any data, files, information and/or other materials on a server owned or under our control or in any way connected to the Service, shall be at your sole risk and responsibility and we shall have no obligation to back-up such data, files, information and/or other materials. We expressly reserve the right to limit storage capacity and to remove and/or delete any data, files, and/or other information stored or used in connection with the Service for any reason including, without limitation, if we deem, in our sole discretion, such data to be in violation of this Agreement and/or any rule or policy of ours and/or any local, state, or federal law or regulation.

We 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 interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or settings.

You represent, warrant, and agree that you will not:

- use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement and/or any and all applicable local, state, national and international laws and regulations and treaties;
- use the Service for the distribution, housing, processing, propagation, storage, or other handling of, any Content (as defined below) or other material prohibited by this Agreement, or any material that may create a risk of any loss or damage to any person or property, or any other material (including, without limitation, links to such material) that we deem, in our sole discretion, to be objectionable whether or not such material is unlawful;
- permit or otherwise enable unauthorized users to access and/or use the Service;
- use the Service to export software or data in violation of applicable U.S. laws or regulations;
- sell, copy, duplicate, rent, lease, loan, distribute, transfer, or sublicense the Service, or otherwise permit any third party to use or have access to the Service for any purpose (except as expressly permitted by us in writing) or decompile, reverse engineer, disassemble, modify, create a derivative work of, display in human readable form, attempt to discover any

source code, or otherwise use any software that enables or comprises any part of the Service;

- remove any copyright, trademark, patent or other proprietary notices from the Service or any Content on the Service;
- distribute, publish, exhibit, or otherwise use the Service, in any manner and for any purpose not expressly permitted under this Agreement;
- exploit the Service or collect any data incorporated in the Service in any automated manner through the use of bots, metaspiders, crawlers or any other automated means;
- register as a user of the Service by providing false, inaccurate, or misleading information;
- post hyperlinks to commercial services or Websites;
- collect personal data about other users of the Service for commercial or any other purposes;
- post or otherwise make available irrelevant Content (as defined below), repeatedly post or make available the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- attempt to gain unauthorized access to our computer systems (including any non-public areas of the Service) or engage in any activity that disrupts, diminishes the quality of, probes for vulnerability, interferes with the performance of, or impairs the functionality of, the Service (or the servers and networks which are connected to the Service);
- make available Content (as defined below) that in our opinion constitutes or contains "affiliate marketing," "link referral codes," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement, except to the extent such Content is provided to you by us or one of our affiliates for a purpose specifically authorized by us in writing;
- access or use the Service if you have been previously removed from the Service by us;

### **Provision of the Service by Us.**

You acknowledge and agree that the form and nature of the Service which we provide may change from time to time without prior notice to you. You acknowledge and agree that we may decline to provide you access to the Service or stop (permanently or temporarily) providing the Service (or any features or programs or Content within the Service) to you or to users generally at our sole discretion, without liability or prior notice to you.

### **Access to the Service; Reservation of Rights.**

Subject to your compliance with this Agreement, we hereby give you a personal, revocable, worldwide, non-assignable and non-exclusive right to access and use the Service in the manner and for the purposes expressly permitted by the Agreement and our associated policies.

We reserve all right, title and interest in and to the Service not expressly granted to you under this Agreement. There are no implied licenses under this Agreement.

**Content in the Service.**

You understand that all information and materials (including, without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) accessible as part of, or through the use of, the Service are the sole responsibility of the person from which such information originated. All such information is referred to as "Content".

You acknowledge that Content presented to you as part of the Service may be protected by intellectual property rights which are owned by the persons and/or entities that provide that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of that Content, in writing.

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.

**Intellectual Property.**

You acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Service, including, without limitation, any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Service.

You agree that in using the Service, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

### **Privacy Policy.**

For information about our data protection practices, please read our privacy policy available at [Insert URL]. This policy explains how we treat your personal information, and how we protect your privacy when you use the Service. You agree to the use of your data in accordance with our privacy policy.

### **NO WARRANTIES.**

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE, OR THAT THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY DATA, FILES, AND/OR OTHER INFORMATION STORED ON A SERVER OWNED OR UNDER OUR CONTROL OR IN ANY WAY CONNECTED WITH THE SERVICE, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU OR ANY THIRD PARTY SUBMITS, POSTS OR SENDS OVER THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR YOUR CONTENT AND THE CONSEQUENCES OF POSTING OR PUBLISHING IT, AND YOU AGREE THAT WE ARE ONLY ACTING AS A PASSIVE CONDUIT FOR YOUR AND OTHER USERS' ONLINE DISTRIBUTION AND PUBLICATION OF CONTENT PROVIDED BY YOU AND THEM.

### **DISCLAIMER OF LIABILITY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR DIRECTORS, MEMBERS, MANAGERS,

OFFICERS, EMPLOYEES, AGENTS OR THIRD PARTY LICENSORS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE SERVICE PROVIDED HEREUNDER OR ANY OTHER INTERACTIONS WITH US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, RECKLESSNESS, PROFESSIONAL NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS OR LEGAL THEORY. WITHOUT LIMITATION OF THE FOREGOING, THE TOTAL LIABILITY OF US, OUR PARENTS, SUBSIDIARIES, AFFILIATES, OR ANY OF OUR DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, OR AGENTS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SERVICE OR ANY CLAIMS RELATING TO THIS AGREEMENT OR ANY CONTENT SHALL NOT EXCEED THE AMOUNTS, IF ANY, PAID BY YOU TO US DURING THE PAST TWELVE MONTHS IN CONNECTION WITH YOUR ACCESS TO THE SERVICE.

The Service is controlled and operated from facilities in the United States. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable national, state, local or other laws, statutes, directives, rules, regulations, and all interpretations or orders of any government, administrative or regulatory authority or court, including but not limited to those related to export and import of software, technical information or services.

**Release and Indemnification.**

You agree to release, indemnify and hold harmless us, our parents, subsidiaries, affiliates, directors, members, officers, employees, agents and third party licensors, third-party publishers, necessary third-party platform providers, from and against any and all liabilities, losses, damages, claims and expenses, including, without limitation, attorneys' fees, with respect to (i) your access, use or misuse of, or reliance upon, the Service, (ii) your actual or alleged violation or breach of this Agreement or rights of another, (iii) Content provided by you or through use of your account, and/or (iv) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder. For the avoidance of doubt, this section shall survive the termination of this Agreement.

**Term and Termination.**

This Agreement is effective until terminated by us or you. We shall have the right to terminate this Agreement including, without limitation, your right to access and use the Service, at any time in our sole discretion and without advance notice to you. The licenses granted herein by us shall automatically terminate without advance notice if you fail to comply with any material provision of this Agreement. You may terminate this Agreement at any time by deleting your user account on the Service and discontinuing use of any and all parts of the Service. Upon termination of this Agreement for any reason, you shall immediately cease using the Service.

**Governing Law and Venue for Disputes.**

This Agreement, and your relationship with us under this Agreement, shall be governed by the laws of the State of New York without regard to its conflict or choice of laws provisions. Any dispute with us, or our parents, subsidiaries, affiliates, officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through non-appealable arbitration with one arbitrator in accordance with the rules of the American Arbitration Association in New York, NY. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees).

**No Class Actions.**

You agree to resolve any disputes related to this Agreement as an individual and not as a class or join any class. You understand that, in return for agreement to this provision and the dispute provision above, we are able to offer the Service at the terms designated, and that your assent is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and

- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Severability.

If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

**No Assignment, Sublicense or Transfer.**

You may not assign, sublicense, or transfer this Agreement or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to immediately terminate this Agreement.

**Entire Agreement.**

This Agreement sets forth the entire understanding and agreement between the parties relating to its subject matter. All provisions that should by their nature survive the termination of this Agreement shall survive the expiration of this Agreement including, without limitation, the rights and licenses you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, no class action, and no trial by jury. Any waiver of or promise not to enforce any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.