

SOFAMON
TERMS OF USE
LAST REVISED: March 2024

Please read these Terms of Use (the “**Terms**”) and our Privacy Policy carefully as they govern your use of the website and interface located at sofamon.xyz (the “**Site**” or the “**Platform**”) offered by Kaiju Labs Inc. d/b/a Sofamon (“**Company**”, “**us**”, “**our**”, and “**we**”). The Site provides a platform upon which users can acquire Sofamon characters and wearables usable with those characters (the “**Sofamon Assets**”) via bonding curve mechanisms deployed by the Company by providing a user interface for interacting with certain cryptographic protocols and/or smart contracts (The “**Services**”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

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

WE MAY UPDATE THE TERMS FROM TIME TO TIME AT OUR SOLE DISCRETION. IF WE DO, WE’LL LET YOU KNOW BY POSTING THE UPDATED TERMS ON THE SITE. IT’S IMPORTANT THAT YOU REVIEW THE TERMS WHENEVER WE UPDATE THEM OR YOU ACCESS THE SITE. IF YOU CONTINUE TO USE THE SERVICES AFTER WE HAVE POSTED UPDATED TERMS, IT MEANS THAT YOU ACCEPT AND AGREE TO THE CHANGES. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICES ANYMORE. BECAUSE OUR SERVICES MAY EVOLVE OVER TIME, WE MAY CHANGE OR DISCONTINUE ALL OR ANY PART OF THE SERVICES, AT ANY TIME AND WITHOUT NOTICE, AT OUR SOLE DISCRETION.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 7.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. ACCESS TO THE SITE

1.1 Compliance. The Services are only available to users in jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws (e.g., federal, state, local, international, and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that you are not:

- (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, “**OFAC**”); or
- (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States.

If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory, or jurisdiction does not violate any applicable laws. We reserve the right to utilize software or other means to restrict access to the Site for compliance purposes with no advance warning, including, but not limited to, restricting access to any individual or entity on the Specially Designated Nationals and Blocked Persons (“**SDN**”) List maintained by OFAC. We are under no obligation to make such restrictions, or the rationale underlying such restrictions, public. If we determine in our sole and absolute discretion that you have breached your representations and/or obligations under this section, we will block your access to the Site as well as any interests in property as required by applicable laws and regulations if continued access to the Site could result in us being in violation, or subject to negative consequences, under any sanctions laws or other law or regulation.

1.2 License. The Company and its affiliates own all intellectual property and other rights in the Site and its contents, including the depictions, images, art, and designs of the Sofamon Assets (the “**Sofamon IP**”). Subject to these Terms, the Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access

the Site solely for your own personal, noncommercial use, and a non-transferable, non-exclusive, revocable, limited license to use the Sofamon IP related to Sofamon Assets which relate to bonding curve smart contracts contributed to by you for non-commercial purposes.

1.3 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or the Sofamon IP; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

1.4 Modification. The Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

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

1.6 Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content, including the Sofamon IP, are owned by Company or Company's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1 and otherwise herein. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2. USE OF THE PLATFORM

2.1 The Platform. Our Services facilitate interactions with protocols and public blockchains to allow individuals to acquire Sofamon Assets offered via bonding curve smart contracts deployed by the Company. The Company provides the Platform, which is an interface to interact with smart contracts. We do not maintain or access any assets, such as Ethereum, transferred to any smart contracts to which Sofamon Assets relate.

- (a) You may participate in the Services by linking your digital wallet(s) on supported bridge extensions, which allows you to engage in transactions. The Company does not provide any custodial or other services with respect to your assets. The Site assists the user in constructing data inputs for blockchain transactions, which are then transmitted to the user's digital wallet(s). The user may utilize that data to broadcast transactions to the blockchain network.
- (b) THE PLATFORM IS NOT A BROKER, FINANCIAL INSTITUTION, UNDERWRITER, OR CREDITOR. THE SERVICES ARE ADMINISTRATIVE ONLY.

2.2 Blockchain-Based Transactions. While we offer the Platform, we do not buy, sell, or take custody or possession of any items offered to users on the Platform, nor does it act as an agent or custodian for any user of the Services. Instead, interactions with the bonding curve are conducted utilizing blockchain-based smart contracts deployed by us to ensure that the acquisition and disposition of Sofamon Assets conform to pre-determined parameters set by the Company and any third-party designer of relevant items. Each Sofamon Asset is released or burned automatically upon interacting with the relevant bonding curve through the relevant blockchain network. If you elect to acquire or burn a Sofamon Asset, any transactions you engage in will be conducted solely through the relevant blockchain network governing such bonding curve. We may not have the ability to reverse any transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Services.

2.3 Fees. The Company and artists contributing to Sofamon Assets collect a fee for interactions by Users with the bonding curve smart contracts governing the Sofamon Assets. In addition, interactions with the relevant blockchain may also result in transaction fees imposed by the blockchain, which are solely the user's responsibility.

2.4 Taxes. You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting, and paying all applicable taxes. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

2.5 Warranty. ALL SOFAMON ASSETS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY;

(B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU. YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS.

2.6 Digital Millennium Copyright Act. We will take down works in response to Digital Millennium Copyright Act (“DMCA”) takedown notices and/or other intellectual property infringement claims and will terminate a Seller’s access to the Services if the Seller is determined to be a repeat infringer. If you believe that your content has been copied in a way that constitutes copyright or trademark infringement, or violates your publicity or other intellectual property rights, please submit written notice to our designated copyright agent at:

Kaiju Labs Inc.
Attn: Legal Department
Email: peter@sofamon.xyz

For us to process your infringement claim regarding content on the Site, you must be the rightsholder or someone authorized to act on behalf of the rightsholder. Your notice must include the following information:

- Identification of the copyrighted work(s), trademark, publicity rights, or other intellectual property rights that you claim is being infringed;
- Identification of the allegedly infringing material that is requested to be removed, including a description of the specific location (i.e., urls) on the Service of the material claimed to be infringing, so that we may locate the material;
- Your contact information – at a minimum, your full legal name (not pseudonym) and email address;
- A declaration that contains all of the following:
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property rights owner, its agent, or the law;
- A statement that the information in the notice is accurate; and
- A statement under penalty of perjury that you are authorized to act on behalf of the intellectual property owner of the intellectual property that is allegedly being infringed.
- Your physical or electronic signature (of your full legal name).

Please note that we will forward your notice of intellectual property infringement, including your contact information, to the party who will have their content removed so they understand why it is no longer available on the Platform and can also contact you to resolve any dispute.

3. SOFAMON POINTS. The Sofamon Points program is free and available to any individual who (a) possesses the legal authority to agree to the rules of the program (the “Program Rules”); (b) resides in a jurisdiction that legally permits participation in the program; and (c) is not a resident of a jurisdiction prohibited under Section 1.1 above. You are responsible for reading and understanding the Program Rules and other communications from the Company about the program in order to understand your rights and responsibilities under the program.

Being eligible for the program entitles users to take advantage of certain rewards that may change from time to time and which may be made available for a limited time as determined by the Company in its sole discretion. The Company may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the program and/or rewards at any time, including the availability of the program.

3.1 Term of the Program. The program period will continue until terminated, suspended, modified, or converted into another rewards program by the Company.

3.2 Points. Sofamon Points are point balances assigned to a User wallet. They will not be represented by any digital asset, such as a token. Users may earn Sofamon Points by acquiring Sofamon Assets and via other programs as determined by the Company from time to time. Users may view their Sofamon Points points balances by connecting their wallet to the Site.

3.3 Transferability of Points. Sofamon Points points have no monetary value of any kind and are non-transferable. At no time may Sofamon Points be purchased, sold, advertised for sale, or bartered (including but not limited to buying and selling user wallets, gifting, promising utilization of points at a later date, or otherwise). Any user found to be violating this provision will forfeit all Sofamon Points, have their address restricted from connecting to the

Site, and may not use the Platform.

4. INDEMNIFICATION. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms or (c) your violation of applicable laws or regulations. Company 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 the Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. THIRD-PARTY LINKS & ADS; OTHER USERS

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

5.2 Other Users. Your interactions with other Site users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

5.3 Release. You hereby release and forever discharge the Company (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 property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR 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."

6. DISCLAIMERS

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY (AND OUR SUPPLIERS AND SERVICE PROVIDERS) EXPRESSLY DISCLAIMS 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 SITE 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 SITE, 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.

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

BLOCKCHAIN BASED ASSETS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECTUATE THE TRANSFER OF

TITLE OR RIGHT IN ANY SOFAMON ASSETS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE (SCHEDULED OR UNSCHEDULED), ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS.

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

7. ASSUMPTION OF RISK

You accept and acknowledge:

(a) Sofamon Assets are nontransferable and illiquid. Sofamon Assets should not be acquired with a view towards price appreciation. Any user acquiring a Sofamon Asset from a bonding curve acknowledges that it may not be able to receive the same amount of assets in return if such Sofamon Asset is burned by transferring back to the bonding curve in return for assets held within the bonding curve smart contract.

(b) We do not store, send, or receive digital assets, as such assets exist only by virtue of the ownership record maintained on the supported blockchain. Transactions may be irreversible and, accordingly, losses due to fraudulent and accidental transactions may not be recoverable.

(c) There are risks associated with using an Internet-based asset, including but not limited to the risk of hardware, software, and Internet connections; the risk of malicious software introduction; and the risk that third parties may obtain unauthorized access to information stored within your wallet.

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

(e) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of Sofamon Assets.

(f) By accessing and using the Site, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. The Company is not responsible for any issues with blockchains, including forks, technical node issues, or any other issues causing losses. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase at any time. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience when accessing the Site. Accordingly, you understand and agree to assume full responsibility for all the risks of accessing and using and interacting with the Site.

8. LIMITATION ON LIABILITY

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

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, 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 FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS AND SERVICE PROVIDERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

COMPANY DOES NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY COMPANY'S NEGLIGENCE OR THE NEGLIGENCE OF COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

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.

9. TERM AND TERMINATION. Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately. Company will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2 through 8.

10. GENERAL

10.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. Every time you wish to use the Site, please check these Terms to ensure you understand the Terms that apply at that time. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Unless otherwise specified, any changes to these Terms will be effective upon our dispatch of an e-mail notice to you (if applicable) or our posting of notice of the changes on our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.2 Governing Law. These Terms and any action relating thereto will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise set forth in Section 9.3, the exclusive jurisdiction for all disputes that you and the Company are not required to arbitrate will be the state and federal courts located in Kent County, Delaware. You and the Company each waive any objection to jurisdiction and venue in such courts.

10.3 Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: 2093 Philadelphia Pike, #9353, Claymont, Delaware 19703. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("**AAA**"), an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("**Arbitration Rules**") governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US

\$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) *Time Limits.* If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. 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 arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

(g) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with Company.

(m) *Small Claims Court.* Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

(n) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within New Castle County, Delaware, for such purpose.

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

10.5 Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under the Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

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

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

10.8 No Waiver. The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

10.9 Copyright/Trademark Information. Copyright © 2024 Sofamon All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.10 Contact Information: If you have any questions about these Terms or the Site, please contact us at peter@sofamon.xyz.