

# Blend App Terms of Use

Last Updated: May 6, 2024

Please review these Terms of Use (“**Terms**”) carefully, as they set forth the legally binding terms and conditions that govern your use and access to our web-hosted user interface located at <https://mainnet.blend.capital> (the “**App**” or “**Blend**”), including related trademarks, software code, and other intellectual property. The App provides access to a decentralized protocol on the Stellar blockchain that allows suppliers and borrowers of certain cryptoassets to participate in decentralized money markets. These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the App.

The App is a copyrighted work belonging to Script3 Ltd. (“**Script3**,” “**Company**,” “**us**,” “**our**,” and “**we**”), a Delaware corporation.

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THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE APP. BY CLICKING “I AGREE” TO THESE TERMS OR OTHERWISE ACCESSING OR USING THE APP, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), INCLUDING, WITHOUT LIMITATION, THE MANDATORY ARBITRATION PROVISION IN SECTION 14. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE APP.

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Please carefully review the disclosures and disclaimers set forth in Section 12 in their entirety before using any software initially developed by Script3. The information in Section 12 provides important details about the legal obligations associated with your use of the App.

## 1. Description of the App

**1.1.** Blend is a non-custodial, peer-to-peer platform that allows users to access decentralized money markets and conduct decentralized finance (“**DeFi**”) transactions by utilizing the Blend protocol (the “**Protocol**”). DeFi transactions include borrowing and lending cryptoassets, backstopping lending pools, and claiming BLND tokens. While Script3 developed the App and contributed to the Protocol, Script3 cannot take custody or control of any cryptoassets deposited on the Protocol, nor can Script3 upgrade or freeze smart contracts on the Protocol.

**1.2.** In order to use certain features of the App, you must connect a Stellar wallet to the App (“**Wallet**”). You represent and warrant that you are the exclusive owner and controller of the Wallet. You are responsible for maintaining the confidentiality of any financial information related to your Wallet.

**1.3.** You may sign out of the App by disconnecting your Wallet from the App at any time, for any reason. You can do this by going onto the App, clicking “Connect to a wallet” and “Disconnect”.

## 2. Use of the App

**2.1.** As a condition to accessing or using the App, you represent and warrant to Script3 the following:

- a) if you are entering into these Terms as an individual, then you are at least 18 years old or of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them;
- b) if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
- c) you are the exclusive beneficial and/or legal owner of any digital asset used or to be used for the purchase or sale of any digital asset on the App;
- d) you are not a resident, national, or agent of Antigua and Barbuda, Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Magnitsky, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, the United States, Venezuela, Yemen, Zimbabwe or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, "**Restricted Territories**");
- e) you have not been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State (collectively, "**Sanctions Lists Persons**"); and you will not use our App to conduct any illegal or illicit activity;
- f) you do not intend to transact with any Restricted Person or Sanctions List Person;
- g) you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the App; and
- h) your access to the App is not (a) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Script3, you, the App, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "**Applicable Laws**"); or (b) contribute to or facilitate any illegal activity.

**2.2.** As a condition to accessing or using the App, you acknowledge, understand, and agree to the following:

- a) from time to time, any part of the App may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Script3 or any of its suppliers or contractors may undertake from time to time; (c) causes beyond Script3's control or that Script3 could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying

blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;

- b) the App may evolve, which means Script3 may apply changes, replace, or discontinue (temporarily or permanently) any part of the App at any time in its sole discretion;
- c) the pricing information provided on the App does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with Script3;
- d) Script3 does not act as an agent for you or any other user of the App;
- e) you are solely responsible for your use of the App, including all of your transfers of cryptoassets;
- f) to the fullest not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
- g) you are solely responsible for reporting and paying any taxes applicable to your use of the App; and
- h) we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any cryptoassets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so, and if you experience a problem with any transactions in cryptoassets using the App, then you bear the entire risk.

**2.3.** As a condition to accessing or using the App, you covenant to Script3 the following:

- a) in connection with using the App, you only will transfer legally-obtained cryptoassets that belong to you;
- b) you will obey all Applicable Laws in connection with using the App, and you will not use the App if the laws of your country, or any other Applicable Law, prohibit you from doing so;
- c) any cryptoassets you use in connection with the App are either owned by you or you are validly authorized to carry out actions using such cryptoassets; and
- d) in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will maintain the security and confidentiality of your private keys associated with your public Stellar address.

### **3. Fees and Price Estimates**

**3.1.** There is no fee for using the App.

**3.2.** There may be separate fees for interacting with the Protocol (“**Protocol Fees**”). While the App may display the Protocol Fees, Script3 never receives or takes custody of Protocol Fees.

**3.3.** In connection with your use of the App, you are required to pay all Stellar transaction fees necessary for interacting with the Stellar blockchain, as well as all other fees reflected on the App, if any. The value of the Stellar transaction fee changes, often unpredictably, and is entirely outside of the control of Script3. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to use the App and interact with the Stellar blockchain.

You acknowledge that under no circumstances will a transaction be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Stellar transaction fee for the given transaction was unknown, too high, or otherwise unacceptable to a user. You also acknowledge and agree that the Stellar transaction fee is non-refundable under all circumstances.

#### **4. No Professional Advice or Fiduciary Duties**

**4.1.** You understand and agree that the content does not recommend any security, financial product or instrument, nor does mention of a particular information in the content constitute a recommendation for you to make a particular investment or follow a particular strategy. The content does not provide tax, legal or investment advice or opinion regarding the suitability, value or profitability of any particular security, portfolio or investment strategy. You should not take, or refrain from taking, any action based on any information contained on the App or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the App, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

#### **5. Prohibited Activity**

**5.1.** You may not use the App to engage in the categories of activity set forth below (“**Prohibited Uses**”). The specific activities set forth below are representative, but not exhaustive, of Prohibited Uses. If you are uncertain as to whether or not your use of the App involves a Prohibited Use or have other questions about how these requirements apply to you, then please contact us at support@script3.io. By using the App, you confirm that you will not use the App to do any of the following:

- a) violate any Applicable Laws including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as, without limitation, the Bank Secrecy Act and the U.S. Department of Treasury’s Office of Foreign Asset Controls;
- b) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, including but not limited to use of Script3’s intellectual property, name, or logo, including use of Script3’s trade or service marks, without express consent from Script3 or in a manner that otherwise harms Script3, or any action that implies an untrue endorsement by or affiliation with Script3;
- c) use the App in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the App, or that could damage, disable, overburden, or impair the functioning of the App in any manner;
- d) circumvent any content-filtering techniques, security measures or access controls that Script3 employs on the App, including, without limitation, through the use of a VPN;
- e) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the App or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the App;
- f) provide false, inaccurate, or misleading information while using the App or engage in activity that operates to defraud Script3, other users of the App, or any other person;

- g) use or access the App to transmit or exchange cryptoassets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;
- h) use the App in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- i) use the App from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the App is prohibited;
- j) harass, abuse, or harm of another person or entity, including Script3's employees and service providers;
- k) impersonate another user of the App or otherwise misrepresent yourself; or
- l) encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 5 or any other provision of these Terms.

## **6. Proprietary Rights**

**6.1.** Subject to these Terms, Script3 grants you a non-transferable, non-exclusive, revocable, limited license to use and access the App for your own personal and noncommercial use.

**6.2.** 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 App, whether in whole or in part, or any content displayed on the App; (b) you shall not (directly or indirectly) modify, decipher, disassemble, reverse compile or reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the App; (c) you shall not access the App in order to build a similar or competitive app, product, or service; (d) translate, or otherwise create derivative works of any part of the App; (e) rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; (f) frame or mirror any part of the App without Script3's express prior written consent; (g) create a database by systematically downloading and storing App content; (h) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, harvest, index, "scrape," "data mine" or in any way gather App or reproduce or circumvent the navigational structure or presentation of the App without Script3's express prior written consent; and (i) except as expressly stated herein, no part of the App 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 App shall be subject to these Terms.

**6.3.** Script3 reserves the right, at any time, to modify, suspend, or discontinue the App (in whole or in part) with or without notice to you. You agree that Script3 will not be liable to you or to any third party for any modification, suspension, or discontinuation of the App, or any part thereof.

**6.4.** You acknowledge and agree that Script3 will have no obligation to provide you with any support or maintenance in connection with the App.

**6.5.** You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the App and its content are owned by Script3. Neither these Terms (nor your access to the App) 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 these Terms. Script3 and its

suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

## **7. Third-Party Links**

**7.1.** The App may provide links to other World Wide Web or accessible Apps, applications, or resources. You acknowledge and agree that Script3 is not responsible for the availability of such external Apps, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Apps or resources. You further acknowledge and agree that Script3 shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such App or resource.

## **8. Modification, Suspension, and Termination**

**8.1.** We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable (temporarily or permanently) the App, in whole or in part, for any reason whatsoever.

**8.2.** You acknowledge and agree that Script3 will have no obligation to provide you with any support or maintenance in connection with the App.

**8.3.** Upon termination of your access, your right to use the App will immediately cease. We will not be liable for any losses suffered by you resulting from any modification to the App or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the App.

**8.4.** Subject to this Section, these Terms will remain in full force and effect while you use or access the App. We may suspend or terminate your rights to use or access the App at any time for any reason at our sole discretion, including for any use of the App in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the App will terminate immediately. The following sections of these Terms will survive any termination of your access to the App, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 6 through 16.

## **9. Accuracy of Information**

**9.1.** We attempt to ensure that the information that we provide on the App is complete, accurate and current. Despite our efforts, the information on the App may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or correctness of any information on the App.

## **10. Risks**

**10.1.** Blockchain networks use public/private key cryptography. You alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to cryptoassets on the Stellar blockchain or other blockchain-based network. Neither Script3 nor any other person or entity will be able to retrieve or protect your cryptoassets. If your private key(s) are lost, then you will not be able to transfer your cryptoassets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the cryptoassets that you may hold.

**10.2.** Cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to cryptoassets and the App, and could result in the theft or loss of your cryptoassets. We may also freeze the App in the event of a critical security problem, but this does not guarantee or otherwise ensure full security of the App.

**10.3.** The Stellar blockchain remains under development, which creates technological and security risks when using the App in addition to uncertainty relating to cryptoassets and transactions therein. You acknowledge that the cost of transacting on the Stellar blockchain is variable and may increase at any time causing impact to any activities taking place on the Stellar blockchain, which may result in price fluctuations or increased costs when using the App.

**10.4.** The App remains under development, which creates technological, trading, and other risks when using or accessing the App. You acknowledge and understand that the App is subject to flaws and that you are solely responsible for evaluating any code provided by the App. These risks include, among others, an incorrect display of information on the App in the case of server errors. You acknowledge that these risks may have a material impact on your transactions using the App, which may result in, among other things, failing to fulfill transactions at your desired price or at all. This warning and others Script3 provides in these Terms in no way evidence or represent an on-going duty to alert you to all of the potential risks of using or accessing the App.

**10.5.** Although we intend to provide accurate and timely information on the App, the App and other information available when using the App may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the App are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via the App. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.

**10.6.** Any reference to a type of digital asset on the App does not indicate our approval or disapproval of the technology on which the digital asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of digital asset.

**10.7.** Transactions entered into in connection with the App are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the App at your own risk. The risk of loss in trading cryptoassets can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. By using or accessing the App, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying cryptoassets. You represent and warrant that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the App or any digital asset. You represent that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; cryptoassets, including the usage and intricacies of native cryptoassets, like Lumens (XLM); smart contract-based tokens, such as those that are issued on the Stellar blockchain; and systems that interact with blockchain-based networks. You accept all consequences of using the App, including the risk that you may lose access to your cryptoassets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the App for performing digital asset transactions.

**10.8.** We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests. The App and your cryptoassets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Script3 to continue to make available any portion(s) of the App which rely on any Script3 proprietary software and, thus, could impede or limit your ability to access or use the App.

**10.9.** Cryptoassets currently face an uncertain regulatory landscape in the United States and many foreign jurisdictions. In the United States, cryptoassets are not subject to federal regulatory oversight but may be regulated by one or more state regulatory bodies. In addition, many cryptoasset derivatives are regulated by the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission (“**CFTC**”), and the U.S. Securities and Exchange Commission (“**SEC**”) has cautioned that many initial coin offerings are likely to fall within the definition of a security and subject to U.S. securities laws. One or more jurisdictions may, in the future, adopt laws, regulations or directives that affect cryptoasset networks and their users. Such laws, regulations or directives may impact the price of cryptoassets and their acceptance by users, merchants and service providers.

**10.10.** You understand that the Protocol is not controlled by Script3 and that any changes to the Protocol will result from the actions of persons or entities other than Script3 including the Yieldblox DAO.

**10.11.** All cryptoassets that have been deposited into a smart contract on the Protocol may be subject to liquidation (“**Liquidation Event**”). It is your responsibility to monitor and top up the balance at all times. Script3 will not be liable for any Liquidation Event.

**10.12.** You hereby acknowledge and agree that Script3 will have no responsibility or liability for, the risks set forth in this Section 10. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Script3, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 10.

## **11. Indemnification**

**11.1.** You will defend, indemnify, and hold harmless Script3, its affiliates, and its and its affiliates’ respective stockholders, members, directors, officers, managers, employees, attorneys, agents, representatives, suppliers, and contractors (collectively, “**Indemnified Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with, the App; (b) cryptoassets associated with your Stellar address; (c) any feedback or user content you provide to Script3, if any, concerning the App; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Script3 (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Script3 wishes to settle, and if so, on what terms, and you agree to cooperate with Script3 in the defense.

## **12. Disclosures; Disclaimers**

**12.1.** Script3 does not operate a digital asset or derivatives exchange platform or offer trade execution or clearing services and, therefore, has no oversight, involvement, or control concerning your transactions using the App. All transactions between users of open-source software initially developed by



Script3 are executed peer-to-peer directly between the users' Stellar addresses through a smart contract. You are responsible for complying with all Applicable Laws that govern your use of the App, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the CFTC, the federal securities laws and the regulations promulgated thereunder by the SEC and all foreign Applicable Laws.

**12.2.** Script3 is not registered or licensed by the CFTC, SEC, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the open-source software. The App and the open-source software initially developed by Script3 do not constitute advice or a recommendation concerning any commodity, security, or other digital asset or instrument. Script3 is not acting as an investment adviser or commodity trading adviser to any person or entity, nor is it registered with the SEC as either a broker-dealer or investment adviser.

**12.3.** Script3 does not own or control the underlying software protocols that are used in connection with the App. In general, the underlying protocols are opensource and anyone can use, copy, modify, and distribute them. The underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as "forks," which may materially affect the App. Script3 is not responsible for the operation of the underlying protocols, and Script3 makes no guarantee of their functionality, security, or availability.

**12.4.** Script3 shall not be responsible in any way for any transactions you enter into with other users. You agree that Script3 will not be liable for any loss or damages of any sort incurred as the result of any interactions between you and other users.

**12.5.** You acknowledge that your data on the App may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third-party providers, internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

**12.6.** The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

**12.7.** THE APP IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND SCRIPT3 (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE APP 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 APP, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SCRIPT3 DOES NOT ENDORSE ANY OTHER THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH OTHER USERS. YOU AGREE THAT SCRIPT3 WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF

ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND OTHER USERS.

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.

### **13. Limitation of Liability**

**13.1.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SCRIPT3 BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, 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 APP, EVEN IF SCRIPT3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE APP 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.

**13.2.** 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.

**13.3.** 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.

### **14. Dispute Resolution & Arbitration**

**14.1.** Please read this Arbitration Agreement carefully. It is part of your contract with Script3 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) between Script3 and any user 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 Script3, 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. Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in these Terms will affect the right of any party to serve process in any other manner permitted by Law. After the Notice is received, you and Script3 may

attempt to resolve the claim or dispute informally. If you and Script3 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](http://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 Script3 made to you prior to the initiation of arbitration, Script3 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 Script3 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 Script3, 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 Script3.
- (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 SCRIPT3 IN ANY STATE OR FEDERAL COURT IN A SUIT TO VACATE OR ENFORCE AN ARBITRATION AWARD OR OTHERWISE, YOU 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 USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER 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 Script3.
- (m) **Small Claims Court.** Notwithstanding the foregoing, either you or Script3 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 London, England (U.K.), for such purpose.

## 15. Governing Law

- 15.1. The interpretation and enforcement of these Terms, and any dispute related to these Terms or the App, will be governed by and construed and enforced under the laws of the State of Delaware, as applicable, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of

any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction. For any other proceeding that is not subject to arbitration under these Terms, the state and federal courts located in Delaware will have exclusive jurisdiction. You waive any objection to venue in any such courts.

## **16. General Information**

**16.1.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our App. Any changes to these Terms will be effective one (1) day following our posting of notice of the changes on our App. These changes will be effective immediately for new users of our App. Continued use of our App 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.

**16.2.** You agree that we may provide our communications to you by posting them on the App. You should maintain copies of our communications by printing a paper copy or saving an electronic copy. You may also contact us with questions, complaints, or claims concerning the App at support@script3.io.

**16.3.** Any right or remedy of Script3 set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of Script3 in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

**16.4.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

**16.5.** We will have no responsibility or liability for any failure or delay in performance of the App, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

**16.6.** You may not assign or transfer any right to use the App, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

**16.7.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.

**16.8.** These Terms contain the entire agreement between you and Script3, and supersede all prior and contemporaneous understandings between the parties regarding the App.

**16.9.** In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

**16.10.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to the Agreement other than the Indemnified Parties.

**16.11.** A waiver by Script3 of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of Script3 and shall apply only to the circumstances for which it is given. Our failure to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

**16.12.** Copyright © 2022 Script3 Ltd. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the App 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.