

Integral Terms of Use

Last revised on: August 16, 2021

Please review these Terms of Use (“**Terms**”) carefully, as they set forth the legally binding terms and conditions that govern your use of our website located at <https://integral.link> (“**Website**”) and access to our website-hosted user interface (the “**App**”), including related trademarks, software code, and other intellectual property.

By accessing or using either the Website or App, you represent that you are not a resident or citizen of the U.S. and age 18 or older. 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 Website and App.

The Website and App are copyrighted works belonging to JEY Labs Inc. (“**JEY Labs**,” “**Company**,” “**us**,” “**our**,” and “**we**”), an International Business Company incorporated in the Republic of Seychelles. Your submission of information, including personally identifiable information (“**PII** or **Personal Data**”), through or in connection with the Website and App is governed by the terms of our privacy policy as updated from time to time, available at <https://integral.link/privacy> (“**Privacy Policy**”). All such additional terms, guidelines, and rules, including our Privacy Policy, are incorporated by reference into these Terms.

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THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AND APP. BY CLICKING “I AGREE” TO THESE TERMS OR OTHERWISE ACCESSING OR USING THE WEBSITE OR 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 13.2. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE WEBSITE OR APP.

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1. DESCRIPTION OF THE INTEGRAL PROTOCOL

1.1. The Integral Protocol is an Automated Market Maker based decentralized exchange on Ethereum that, among other things, mirrors liquidity on other centralized and decentralized cryptocurrency exchanges. While JEY Labs creates and maintains the Integral Protocol, the company does not and cannot take custody of funds that belong to users who independently interact with the Integral Protocol.

1.2. The Website and the App act as interfaces that allow users to access the Integral Protocol. Using your own funds and at your own direction and discretion, you may use the Website and the App to interact with the Integral Protocol to trade ERC20 tokens and create liquidity. When you deposit eligible digital assets into any smart contract associated with the Integral Protocol, you retain control over those digital assets at all times. The private key associated with the address from which you transfer digital assets is the only private key that can control the digital assets you transfer into any Integral-related smart contracts.

1.3. Users of the App do not need to create an account to access the Integral Protocol, however they must connect their Ethereum wallet in order to trade or participate in liquidity creation via the Integral Protocol.

2. ELIGIBILITY

2.1. As a condition of accessing the Website or App, you represent and warrant to JEY Labs the following:

- (a) You are not a resident or citizen of the U.S., and you are not physically located in the U.S.
- (b) If you are entering into these Terms as an individual, then you are at least 18 years old or of legal age to enter into contractual relations with JEY Labs (whichever is later).
- (c) 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.
- (d) You are the exclusive beneficial and/or legal owner of any digital asset used or to be used for the purchase of any digital asset on the App.
- (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; and you will not use our Website to conduct any illegal or illicit activity.
- (f) You have not been placed on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; HM Treasury Sanctions List; Politically Exposed Persons List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.
- (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 Website or App.
- (h) You represent that your access and use of the Website or App will fully comply with all applicable laws and regulations, and that you will not access or use the Website or App to conduct, promote, or otherwise facilitate any illegal activity.

3. FEES

3.1. All trades that take place on the Integral Protocol will be subjected to a fee of up to 5 basis points. A list of JEY Labs fees will be posted and updated regularly at <https://docs.integral.link/product/trading>. The final amount will be displayed to you before you can submit the transaction.

3.2. In connection with your use of the Integral Protocol, you are required to pay all fees necessary for interacting with the Ethereum blockchain including gas fees. The value of the gas fee changes, often unpredictably, and is entirely outside of the control of JEY Labs. You acknowledge that under no circumstances will a transaction be invalidated, revocable, retractable, or otherwise unenforceable on the

basis that the gas fee for the given transaction was unknown, too high, or otherwise unacceptable to a user. You also acknowledge and agree that the gas fee is non-refundable under all circumstances.

4. ASSUMPTION OF RISK

4.1. By utilizing the Website or App in any way, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens, like USDC, DAI, ETH, smart contract-based tokens such as those that follow the Ethereum Token Standard (<https://github.com/ethereum/EIPs/issues/20>), and blockchain-based software systems.

4.2. You acknowledge and understand that 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 the digital assets committed on the Integral Protocol, Ethereum blockchain, or other blockchain-based network. Neither JEY Labs nor any other person or entity will be able to retrieve or protect your digital assets. If your private key(s) are lost, then you will not be able to transfer your digital assets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the digital assets you may hold or have deposited into a Integral-related smart contract.

4.3. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using the Website or App, you acknowledge and agree (i) that JEY Labs or related entities are not responsible for operation of the underlying software and networks that there exists no guarantee of functionality, security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operating rules (known as "**Forks**"), and that such Forks may materially affect the Integral Protocol. It might be discretionarily decided not to support (or cease supporting) the Forked network entirely. You acknowledge and agree that JEY Labs assume absolutely no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not.

4.4. You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to digital assets, which could result in the theft or loss of your digital assets. To the extent possible, JEY Labs intends to update the protocol underlying the Integral Protocol to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Website or App, you acknowledge these inherent risks.

4.5. You acknowledge that the Integral Protocol remains under development, which creates technological and security risks when using the Website or App in addition to uncertainty relating to digital assets and transactions therein. In the event of an emergency or during deployment of new scripts, JEY Labs may choose to freeze trading on the Integral Protocol by preventing users from interacting with the Integral Protocol. Should JEY Labs choose to freeze trading on the Integral Protocol, we will encourage you to remove your funds prior to doing so. If you do not remove your funds by the deadline provided by JEY Labs, you may lose access to your digital assets.

4.6. You acknowledge that the cost of transacting on the Ethereum blockchain is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain, which may result in price fluctuations or increased costs when using the Website or App.

4.7. You acknowledge and understand that the Website or App and Integral Protocol are subject to flaws and acknowledge that you are solely responsible for evaluating any code provided JEY Labs. From

time to time, the Website and App may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that JEY Labs or its suppliers or contractors may undertake from time to time; (c) causes beyond JEY Labs' control or that JEY Labs 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. This warning and others later provided by JEY Labs in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Website or App.

4.8. The Integral Protocol could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of JEY Labs to continue to develop, or which could impede or limit your ability to access or use the Website or App, including access to your funds.

4.9. You are solely responsible for reporting and paying any taxes applicable to your use of the App.

4.10. You acknowledge and understand that we have no control over, or liability for, the delivery, qualify, safety, legality, or any other aspect of any digital asset 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. If you experience a problem with any transactions in digital assets using the Website or App, then you bear the entire risk.

4.11. You acknowledge that JEY Labs is not party to the Integral Protocol. Your interactions with the Integral Protocol, Website and App, including all your transfers of digital assets, are your responsibility and liability. JEY Labs is not liable for delay in your access, use of your digital assets or any loss of value of your digital assets.

5. ACCESS TO THE WEBSITE AND APP

5.1. License. Subject to these Terms, JEY Labs grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Website and App for your own personal and noncommercial use.

5.2. 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 Website, whether in whole or in part, or any content displayed on the Website; (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 Website or App; (c) you shall not access the Website or App in order to build a similar or competitive website, product, or service; (d) translate, or otherwise create derivative works of any part of the Website; (e) rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder; (f) frame or mirror any part of the Website or App without JEY Labs' express prior written consent; (g) create a database by systematically downloading and storing Website 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 Website or reproduce or circumvent the navigational structure or presentation of the Website without JEY Labs' express prior written consent and (i) except as expressly stated herein, no part of the Website 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 Website shall be subject to these Terms. All copyright and other proprietary notices on the Website or App (or on any content displayed on the Website or App) must be retained on all copies thereof.

5.3. Modification. JEY Labs 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 JEY Labs will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website, App, or any part thereof.

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

5.5. Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Website and App and its content are owned by JEY Labs. Neither these Terms (nor your access to the Website or 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. JEY Labs and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

5.6. Acceptable Use Policy. The following terms constitute our “Acceptable Use Policy”:

(a) You agree not to: (i) upload, transmit, or distribute to or through the Website any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) use the Website or App to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Website or App, or violate the regulations, policies or procedures of such networks; (iv) attempt to gain unauthorized access to the Website or App (or to other computer systems or networks connected to or used together with the App), whether through password mining or any other means; (iv) harass or interfere with any other user’s use and enjoyment of the Website or App; (v) circumvent any content-filtering techniques, security measures or access control that JEY Labs employs on the Website, including, without limitation, through the use of a VPN; (vi) use or access the Website or App to transmit or exchange digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion; (vii) use the Website or App from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Website or App is prohibited; or (viii) use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

5.7. Enforcement. We reserve the right (but have no obligation) to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include terminating your Account in accordance with Section 12, and/or reporting you to law enforcement authorities.

5.8. Feedback. If you provide JEY Labs with any feedback or suggestions regarding the Website or App (“Feedback”), you hereby assign to JEY Labs all rights in such Feedback and agree that JEY Labs shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. JEY Labs will treat any Feedback you provide to JEY Labs as non-confidential and non-proprietary. You agree that you will not submit to JEY Labs any information or ideas that you consider to be confidential or proprietary.

6. PERSONAL DATA

6.1. Consent to access, processing and storage of your Personal Data. You consent to us accessing, processing and retaining any Personal Data you provide to us when accessing our Website and App. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws, and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your Personal Data for other purposes. Please see our Privacy Policy, which is incorporated herein by reference and available here at <https://integral.link/privacy> for further information about how we process your Personal Data, and the rights you have in respect of this.

7. INDEMNIFICATION

7.1. You agree to indemnify and hold JEY Labs (and its officers, employees, agents, directors, contractors, affiliates, and subsidiaries) 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 Website or App, (b) your violation of these Terms, or (c) your violation of applicable laws or regulations. JEY Labs reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of JEY Labs. JEY Labs will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. THIRD-PARTY LINKS & ADS; OTHER USERS

8.1. Third-Party Links & Ads. The Website and App may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by JEY Labs of any information, materials, products, or services contained in or accessible through any Third-Party Application. Such Third-Party Links & Ads are not under the control of JEY Labs, and JEY Labs is not responsible for any Third-Party Links & Ads. JEY Labs 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. Neither JEY Labs nor its partners endorse any of the opportunities that appear on the Website or App, nor does JEY Labs and/or its partners make any recommendations regarding the appropriateness of particular opportunities for any users. Each user must review and evaluate the opportunities in such user's own discretion and determine the suitability of entering into any transaction. 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.

8.2. Release. You hereby release and forever discharge JEY Labs (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Website or App (including any or act or omission of 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.”

9. ACCURACY OF INFORMATION.

9.1. We attempt to ensure that the information that we provide on the Website and App is complete, accurate and current. Despite our efforts, the information on the Website or 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 Website or App.

10. DISCLAIMERS

THE WEBSITE AND APP ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND JEY LABS (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

JEY LABS 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 JEY LABS 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.

11. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JEY LABS 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 SERVICES, EVEN IF JEY LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A

MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

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.

12. TERM AND TERMINATION.

12.1. Subject to this Section, these Terms will remain in full force and effect while you use or access the Website or App. We may suspend or terminate your rights to use or access the Website or App at any time for any reason at our sole discretion, including for any use of the Website or App in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Website and App will terminate immediately. JEY Labs 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 5.2 through 5.6, and Sections 7, 8, 1010 and 11.

13. GENERAL

13.1. Changes. 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 Website. Any changes to these Terms will be effective one (1) day following our posting of notice of the changes on our Website. These changes will be effective immediately for new users of our Website and App. Continued use of our Website or 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.

13.2. Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with JEY Labs 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 JEY Labs 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 JEY Labs, 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 JEY Labs may attempt to resolve the claim or dispute informally. If you and JEY Labs 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 JEY Labs made to you prior to the initiation of arbitration, JEY Labs 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 JEY Labs 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 JEY Labs, 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 JEY Labs.

- (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 JEY LABS 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 JEY Labs.
- (m) *Small Claims Court.* Notwithstanding the foregoing, either you or JEY Labs 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 the Republic of Seychelles, for such purpose.

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

13.4. Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Website and App. 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. You confirm that you are acting on your own behalf and not for the benefit of any other person. Your relationship to JEY Labs 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 JEY Labs' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. JEY Labs may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

13.5. Waiver. A waiver by JEY Labs of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of JEY Labs 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.

13.6. Governing Law and Jurisdiction.

- (a) These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Seychelles. You agree that the courts of Republic of Seychelles shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) of these Terms.
- (b) Subject to the provisions of Section 2 (Eligibility) above, if you are located outside of the Republic of Seychelles, you use or access the Website or App solely at your

own risk and initiative. Both the Website and App are controlled and operated from facilities within the Republic of Seychelles. The App may not be appropriate or available for use in some jurisdictions. JEY Labs and its partners do not represent or warrant that the Website, App, or any part thereof are appropriate or available for use in any particular jurisdiction other than the Republic of Seychelles. In choosing to use or access the Website or App, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations.

- (c) SOME JURISDICTIONS HAVE CONSUMER PROTECTION AND OTHER LEGISLATION WHICH MAY APPLY TO THE SERVICES AND WHICH DO NOT ALLOW CERTAIN PROVISIONS SUCH AS LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN WARRANTIES, AMONG OTHERS. TO THE EXTENT THAT A LIMITATION, EXCLUSION, RESTRICTION OR OTHER PROVISION SET OUT BELOW IS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SUCH LIMITATION, EXCLUSION, RESTRICTION OR PROVISION MAY NOT APPLY TO YOU.

13.7. Copyright/Trademark Information. Copyright © 2021 JEY Labs Inc. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Website 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.

14. Contact Information:

JEY LABS

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