

**Terms of Service**  
**Last Updated: April 10, 2025**

Please read these Terms of Service (the “*Terms*”) carefully because they govern your use of the website located at [runonflux.io](https://runonflux.io) (the “*Site*”). The Site is made available by InFlux Technologies, Limited (the “*Company*”, “*we*”, “*us*” or “*our*”) to enable users to deploy, monitor, use and access decentralized applications and the services, content, features, products, smart contracts or other functionalities provided therein (collectively, “*dApps*”). To make these Terms easier to read, the Site and our services are collectively called the “*Interface*.”

**NOTICE ON PROHIBITED USE – RESTRICTED PERSONS:** THE COMPANY INTERFACE AND ANY RELATED SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY:

PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “***RESTRICTED PERSON***”).

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE COMPANY INTERFACE OR ANY RELATED SERVICES. USE OF A VIRTUAL PRIVATE NETWORK (“*VPN*”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

**WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 16 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 16 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 15 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.**

**1. Agreement to Terms.** By using our Interface, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, then you must not use the Interface or access the Site. If you are accessing or using the Interface on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will also refer to that entity. Notwithstanding the foregoing, the laws of some jurisdictions may limit or not permit certain provisions of this agreement, such as indemnification, the exclusion of certain warranties or the limitation of liability. In such a case, such provisions will apply only to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these terms will prejudice such rights that you may have as a consumer of the Interface under such applicable law.

**2. Changes to these Terms or the Interface.** The Interface may need to be updated, for example, for bug fixes, enhanced functions, missing plug-ins and new versions (collectively, “*Updates*”). Such Updates may be necessary in order for you to use the Interface or to access or use the Interface and

supported dApps. By agreeing to these Terms and using the Interface, you agree to receive such Updates automatically. We may update the Interface and these Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site and/or may also send other communications. It's important that you review these Terms whenever we update them or you use the Interface. If you continue to use the Interface after we have posted updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Interface anymore. Because our Interface is evolving over time, we may change or discontinue all or any part of the Interface, at any time and without notice, at our sole discretion.

**3. Who May Use the Interface?** You may use the Interface only if you are at least 18 years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), are capable of forming a binding contract with the Company and not otherwise barred from using the Interface under applicable law. In order to protect the integrity of the Interface, we reserve the right, at any time, in our sole discretion, to block access to the Interface from certain IP addresses and unique device identifiers. For the purposes of these Terms, "***Restricted Territory***" means the Crimea region of Ukraine, Cuba, Donetsk People's Republic (DNR) of Ukraine, Iran, Luhansk People's Republic (LNR) of Ukraine, North Korea, Syria, or any other country to which the United States embargoes goods or imposes similar sanctions.

#### **4. About the Interface.**

**(a) Interface.** The Site provides an interface by which users may deploy and monitor dApps, and provides information about the Company's ecosystem and various interfaces and integrations to the Interface. All information provided in connection with your access and use of the Interface is for informational purposes only. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, social media content, news feeds, tutorials, Tweets, and videos. Before you make any financial, legal, technical, or other decisions involving the Interface, you should seek independent professional advice from a licensed and qualified individual in the area for which such advice would be appropriate. The software underlying blockchain networks on which the Interface is deployed is open source, which means that anyone can use, utilize, and build on top of it. By using the Interface, you acknowledge and agree (i) that we are not responsible for the operation of the blockchain-based software and networks underlying the Interface, (ii) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as "forks".

**(b) Our Relationship.** You acknowledge and agree that the Company is an online interface provider and not a broker-dealer. The Company does not direct or control the day-to-day activities of the users accessing the Site. Neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Interface; we do not have possession, custody or control over any cryptoassets appearing on the Interface; and we do not have possession, custody, or control over any user's funds or cryptoassets. Further, we do not store, send, or receive any funds or cryptoassets. You understand that when you interact with any smart contracts on the Interface, you retain control over your cryptoassets at all times. The private key associated with the wallet address from which you transfer cryptoassets or the private key associated is the only private key that can control the cryptoassets you transfer into the smart contracts. You alone are responsible for securing your private keys. We do not have

access to your private keys. Due to the non-custodial and decentralized nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you affect when using our Interface. You acknowledge that we, for the avoidance of doubt, do not have any information regarding any users, users' identities, or services beyond what is available or obtainable publicly via the blockchain. We are not responsible for any activities you engage in when using the Interface, and you should understand the risks associated with cryptoassets, blockchain technology generally, and the Interface.

(c) **Digital Asset Wallet Integration.** In order to access the Interface, you must first connect a supported third-party validated digital asset wallet. More information on the types of digital asset wallets supported by the Interface is available at [runonflux.io/login.html](https://runonflux.io/login.html) .

(d) **dApp Fees.** You are responsible for any access or data fees incurred from third parties (such as your internet provider or the applicable dApp developer) in connection with your use and viewing of the Interface and any content therein. Through your use of dApps, you may be conducting transactions on the blockchain, and there may be associated blockchain fees. All transactions using blockchains require the payment of fees paid on every transaction that occurs on the selected blockchain network. All payments made through the Interface are final. Please note that returns, replacements or refunds are not permitted.

(e) **Disputes Between Developers and End Users.** The Company is not a party to any relationship between end users of dApps and any developer that is using the Interface to create or deploy dApps ("**Developer**"). In the event that you have a dispute with any user of the Site, you agree to address such dispute directly with such user. If permitted in your jurisdiction, you release the Company (and the Company's officers, directors, agents, investors, subsidiaries, and employees) (collectively "**Releasees**") from, and covenant not to sue Releasees for any and all claims, demands, or damages (actual or consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

(f) **Regulatory and Compliance Suspensions or Terminations.** We may suspend or terminate your access to the Interface at any time as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any Developer. Such suspension or termination shall not be a breach of these Terms by the Company. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Interface.

## 5. **Content.**

(a) **Links to Third Party Websites or Resources.** The Interface may allow you to access dApps, content, websites or other resources provided by our affiliates or third parties. dApps are made available to you under the terms of the applicable Developer, and we are not responsible for the content, products or services on or available from those dApps, websites or other resources. Please review the applicable terms prior to using or accessing dApps. By using any dApps, you acknowledge that (i) you have read and agree to the terms that apply to such dApps and (ii) you may be exposed to the risks inherent in such dApps. Such risks include, without

limitation, delays in or inability to access funds or cryptographic tokens held by such parties or loss of funds or cryptographic tokens. You acknowledge sole responsibility for and assume all risk arising from your use of any dApps, content or resources.

**(b) Posting Content.** The Interface may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything, other than Feedback (defined below), that you post or otherwise make available through the Interface is referred to as “**User Content**”. The Company does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

**(c) Permissions to Your User Content.** By making any User Content available through the Interface you hereby grant to the Company a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, use, copy, distribute, publicly display, and publicly perform your User Content in connection with operating, marketing and providing the Interface.

**(d) Your Responsibility for User Content.** You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Interface, nor any use of your User Content by the Company on or through the Interface will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

**(e) Removal of User Content.** You can remove your User Content by specifically deleting it. You should know that in certain instances, some of your User Content may not be completely removed and copies of your User Content may continue to exist on the Interface. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

**(f) The Company’s Intellectual Property.** We may make available through the Interface content that is subject to intellectual property rights. We retain all rights to that content.

**(g) Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Interface (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it (and permit others to use it) without any restriction or compensation to you.

**6. General Prohibitions and the Company’s Enforcement Rights.** You agree not to do any of the following:

**(a)** Post, upload, publish, submit or transmit any content, including in the form of or via a dApp, that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

- (b)** Use, display, mirror or frame the Interface or any individual element within the Interface, the Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Company's express written consent;
- (c)** Access, tamper with, or use non-public areas of the Interface, the Company's computer systems, or the technical delivery systems of the Company's providers;
- (d)** Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- (e)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect the Interface;
- (f)** Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Company or other generally available third-party web browsers;
- (g)** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h)** Use any meta tags or other hidden text or metadata utilizing Company trademark, logo URL or product name without the Company's express written consent;
- (i)** Use the Interface, or any portion thereof, in any manner not permitted by these Terms;
- (j)** Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Interface to send altered, deceptive or false source-identifying information;
- (k)** Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Interface;
- (l)** Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Interface;
- (m)** Collect or store any personally identifiable information from the Interface from other users of the Interface without their express permission;
- (n)** Impersonate or misrepresent your affiliation with any person or entity;
- (o)** Violate any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;
- (p)** Violate any applicable law or regulation; or
- (q)** Encourage or enable any other individual to do any of the foregoing.
- (r)** Mining Applications: You may not deploy or operate cryptocurrency mining applications, including those that mine using bandwidth or any similar resource-intensive process.

- (s)** Private Network Scanning: Applications that perform network scans or any form of enumeration over the Flux private network are strictly prohibited.
- (t)** Application Monitoring: The Flux Team reserves the right to monitor and access all applications deployed on the network in order to ensure security, performance, and compliance with these Terms.
- (u)** Post-Deployment Modifications: The Flux Team may update specifications or configurations of applications deployed via the marketplace after deployment if a critical issue, vulnerability, or necessary update is identified.
- (v)** Bandwidth Throttling: Applications that continuously utilize excessive bandwidth may be subject to rate-limiting to ensure stable network access and performance for all users.

The Company is not obligated to monitor access to or use of the Interface or to review or edit any content. However, we have the right to do so for the purpose of operating the Interface, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including any User Content or dApps, at any time and without notice, including, but not limited to, if a service or content is discontinued or if we, at our sole discretion, consider it objectionable or in violation of these Terms. If we have a reasonable belief that you have created multiple accounts or have associated the same digital asset wallet to multiple accounts, we reserve the right to disable your access to the Interface. If you believe we have erroneously disabled your access, you may contact us at [info@runonflux.io](mailto:info@runonflux.io). We have the right to investigate violations of these Terms or conduct that affects the Interface. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**7. Developer Terms.** If you are a Developer, you agree to the additional terms:

(a) **dApp Content.** As between the Company and Developer, Developer shall continue to exclusively own all right, title and interest, or have the licensed rights, in and to the dApp and all intellectual property rights in the foregoing (collectively, the “**dApp Content**”). Notwithstanding the foregoing, Developer grants to the Company a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, to use dApp Content for the purpose of performing the Company’s obligations under these Terms, including hosting the dApp Content and marketing or promoting the Interface.

(b) **Developer Obligations.** Developer is responsible for obtaining all rights to the dApp Content in connection with the use thereof by the Company and users of the Interface as contemplated in these Terms, including but not limited to: (i) clearing and obtaining any rights in connection with the dApp Content; (ii) acquiring any services or materials needed in connection with dApp Content and benefits offered to users of the Interface; and (iii) the costs and compliance for the benefits. Developer will provide the Company all dApp Content in accordance with any specifications as may be mutually agreed upon between Developer and the Company in writing.

(c) **Developer Warranties.** Developer represents and warrants that (i) Developer has the full right, power and authority to grant the rights granted or agreed to be granted hereunder, including but not limited to, fully cleared permissions, consents, rights and licenses to the dApp Content in these Terms; (ii) the deployment and sharing of the dApp Content, as contemplated by these Terms, comply with all, and do not and will not violate any, applicable law, statute, rule, or regulation, will perform in accordance with the intended specifications and without material error, and will be delivered free and clear of any claims, liens or rights of third parties; (iii) the dApp Content and the Company’s use thereof in accordance with these Terms does not and will not infringe any intellectual property rights of any third party or any right of privacy or publicity, or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any third party; (iv) Developer will fulfill its obligations under any terms with a user of the Interface, as applicable; (v) any advertising or promotion of the dApp Content by Developer or on Developer’s behalf will not constitute false, deceptive or unfair advertising or disparagement under any applicable laws and will not suggest a likely increase in value of any asset offered through the dApp; and (vi) Developer will not use the proceeds retained from the operation of the dApp for capital raising purposes.

**8. Taxes.** You are solely responsible for all costs incurred by you in using the Interface and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. We reserve the right to report any activity occurring using the Interface to relevant tax authorities as required under applicable law. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to the Interface. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Interface.

**9. No Fiduciary Duties.** The Interface is not intended to, and does not, create or impose any fiduciary duties on the Company. To the fullest extent permitted by law, any user of the Interface acknowledges and agrees that the Company owes no fiduciary duties or liabilities to it or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. Any user of the Interface further agrees that the only duties and obligations that the Company may owe are those set out expressly herein.

**10. Copyright Policy.** The Company respects copyright law and expects its users to do the same. It is the Company’s policy to terminate access in appropriate circumstances for account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

**11. Termination.** We may suspend or terminate your access to and use of the Interface, including suspending access to your account, at our sole discretion, at any time and without notice to you. You may cancel your access at any time by sending us an email at [info@runonflux.io](mailto:info@runonflux.io). Upon any termination, discontinuation or cancellation of the Interface or your access to the Interface, the following Sections, and such other provisions that by their nature are intended to survive, will survive: 4(e), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.

**12. Warranty Disclaimers.** THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE INTERFACE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE INTERFACE.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES 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 FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING,



## BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

By accessing and using the Interface, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of cryptoassets and other digital assets such as bitcoin (BTC), ether (ETH), USD Coin (USDC), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these cryptoassets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your cryptoassets may lose some or all of their value while they are supplied to or from the Interface. 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 while accessing Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing, using and interacting with the Interface.

**13. Indemnity.** You will indemnify and hold the Company and its officers, directors, employees and agents harmless from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Interface, (b) any content, including any User Content or dApps, that you post, deploy or otherwise make available through the Interface, or (c) your violation of these Terms.

**14. Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED, AS APPLICABLE, THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COMPANY FOR USE OF THE SERVICES OR, IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, ONE HUNDRED DOLLARS (\$100).

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

**15. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 16 (Dispute Resolution), the exclusive jurisdiction for all Disputes (defined below) that you and the Company are not required to arbitrate will be the courts located in New Castle County, Delaware, and you and the Company each waive any objection to jurisdiction and venue in such courts.

**16. Dispute Resolution.**

(a) **Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Interface (collectively, “*Disputes*”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and the Company agree that the law of the State of Delaware governs the interpretation and enforcement of these Terms, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) **Exceptions.** As limited exceptions to Section 16(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the “*JAMS Rules*”) then in effect, except as modified by these Terms. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.

Any arbitration hearings will take place New Castle County, Delaware, but will be conducted remotely to the extent permitted by the JAMS Rules. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) **Injunctive and Declaratory Relief.** Except as provided in Section 16(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual

claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

**(f) Class Action Waiver.** YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

**(g) Severability.** With the exception of any of the provisions in Section 16(f) (Class Action Waiver), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## **17. General Terms.**

**(a) Reservation of Rights.** The Company and its licensors exclusively own all right, title and interest in and to the Interface, including all associated intellectual property rights. You acknowledge that the Interface is protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Interface.

**(b) Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between the Company and you regarding the Interface. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**(c) Notices.** Any notices or other communications provided by the Company under these Terms will be given: (i) via email; or (ii) by posting to the Interface. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

**(d) Waiver of Rights.** 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.

**18. Contact Information.** If you have any questions about these Terms or the Interface, please contact the Company at [info@runonflux.io](mailto:info@runonflux.io).