

Last modified: September 16, 2024

These Terms of Service (the “**Agreement**”) explain the terms and conditions by which you may access and use the Products provided by Spot Labs (referred to herein as “**Spot Labs**”, “**we**”, “**our**”, or “**us**”). The Products shall include, but shall not necessarily be limited to, (i) a website-hosted user interface (the “**Interface**”), (ii) third-party embedded wallet key management infrastructure (the “**Wallet Service**”), (iii) an aggregator of decentralized finance platforms (the “**Aggregator**”), and (iv) a computer program designed to execute trading strategies for digital assets via one or more third-party platforms (the “**Bot**”) (together, the “**Products**”). You must read this Agreement carefully as it governs your use of the Products. By accessing or using any of the Products, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use any of our Products and should not use our Products.

To access or use any of our Products, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., 18 years old in the majority of states in the United States) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface (as defined below). If you are entering into this Agreement on behalf of an entity, you represent to us that you have the legal authority to bind such entity.

You further represent that (i) you are not the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury), (ii) you are not a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States, and (iii) that your access and use of any of our Products will fully comply with all applicable laws and regulations, and that you will not access or use any of our Products to conduct, promote, or otherwise facilitate any illegal activity.

NOTICE: In order to access our Products, you must agree with all of the terms of this Agreement. This Agreement includes a binding arbitration provision and a class action waiver, both of which will impact your rights as to how disputes are resolved.

1. Products

1.1 The Interface

The Interface provides a web or mobile-based means of access to a decentralized protocol on the Solana blockchain, and any other compatible blockchain network determined by Spot Labs in its sole discretion, that allows users to trade certain compatible digital assets (the “**Spot protocol**” or the “**Protocol**”). You may access the Interface through a compatible internet browser, mobile application, or third-party software.

The Interface is distinct from the Protocol and is one, but not the exclusive, means of accessing the Protocol. The Protocol is comprised of open-source or source-available self-executing smart contracts that are deployed on various public blockchains. Spot Labs does not control or

operate any version of the Protocol on any blockchain network. By using the Interface, you understand that you are not buying or selling digital assets from us and that we do not operate any liquidity pools on the Protocol or control trade execution on the Protocol. When traders pay fees for trades, those fees accrue to liquidity providers for the Protocol. As a general matter, Spot Labs is not a liquidity provider into Protocol liquidity pools and liquidity providers are independent third parties.

To access the Interface, you must use the Wallet Service (as defined below), which allows you to interact with the Protocol. Your relationship with the Wallet Service is governed by the Third-Party Partner's applicable terms of service. We do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents.

1.2 The Wallet Service

The Protocol leverages the Wallet Service, which, in part, allows you to create and/or access your digital asset wallet ("**Wallet**"). You understand that you are solely responsible for executing transactions properly in connection with your Wallet. When you use the Wallet Service, you acknowledge that (1) Spot does not host, maintain, or have access to the authentication credentials for such wallets, including asymmetric, cryptographic keys ("**Private Keys**") that are contained within the Wallet Service and (2) you are solely responsible for securing such authentication credentials. Spot Labs is not responsible for any activities that you engage in when using your Private Keys or authentication credentials. Spot Labs' embedded wallet functionality leverages key management infrastructure from Turnkey Global Inc. ("**Turnkey**"). In the event that you create an embedded wallet and the embedded wallet is unfunded (i.e. the wallet contains no digital assets) for a period of one (1) year from the time of creation, Spot Labs has the right to disable functionality of the embedded wallet which will delete all data associated with the account. If you enable such functionality, you acknowledge that Turnkey is a Third-Party Partner (as defined below) and agree to and accept the [Turnkey Terms and Conditions](#) and [Turnkey Privacy Policy](#).

You understand that you may connect your Wallet to the Interface or create a Wallet via the Wallet Service. You further understand that you may be able to connect your Wallet to third-party platforms, websites, and/or services (collectively, "**Third-Party Platforms**"). In the event you connect your Wallet to Third-Party Platforms, you understand that you are subject to this Agreement and any terms, conditions, privacy policies, and other agreements imposed by the providers of such Third-Party Platforms. You understand that you are solely responsible for any fees, costs, and expenses related to your use of Third-Party Platforms. You understand that Spot Labs does not endorse, recommend, or otherwise have any affiliation with any Third-Party Platform and does not make any representations or warranties relating to any Third-Party Platform.

1.3 The Aggregator

The Aggregator is a series of smart contracts that allows you to buy and sell digital assets simultaneously across multiple third-party protocols (each a "**Third-Party Protocol**").

The Aggregator enables transactions involving digital assets that are available on Third-Party Protocols. The market price for such digital assets is determined by the corresponding Third-Party Protocol on which the digital asset is available. Spot Labs does not determine what

digital assets available to buy or sell on a Third-Party Protocol, nor does it set pricing for digital assets on any such Third-Party Protocols.

1.4 The Bot

The Bot is one or more computer programs developed by Spot Labs that allows the execution of trading strategies on the Spot Protocol. The Bot may be accessible through one or more unaffiliated third-party messaging platforms (each a “**Messaging Platform**”). When you use or otherwise engage with the Bot, you understand that you will be required to connect your Wallet and will interact with the Spot Protocol, and not directly with the Messaging Platform, to trade certain digital assets. You understand that the Bot is not an automated trading algorithm and will not take any action without your express instruction. As an additional security measure, from time-to-time, as determined by Spot Labs in its sole discretion, you may be prompted through the Messaging Platform to re-authorize the Bot to take your instructions.

You understand that you may only access the Bot through the Messaging Platform designated by Spot Labs and will be subject to the Messaging Platform provider’s terms and conditions. You agree to use the Bot in accordance with this Agreement and the terms of any agreement(s) you may have entered with any Messaging Platform provider. You understand that when you use the Bot, you grant express permission to Spot Labs, or any other third-party, to access your account with the Messaging Platform provider (e.g., your Telegram or Discord account) and take certain actions on your behalf pursuant to your instructions.

You further understand that you are fully responsible for all acts (or omissions) in connection with your use of the Bot, including maintaining your Messaging Platform accounts secure. Accordingly, by using the Bot, you acknowledge and agree that you will not hold Spot Labs responsible for any liability arising out of or related to any act or omission related to your use of the Bot.

1.5 Access through Third-Party Partners

We may make certain Products, including access to our APIs, liquidity services, data, and embedded wallets accessible or usable through interfaces, products or services provided by certain third-party partners, such as exchanges and trading platforms (each a “**Third-Party Partners**”). You agree that your use of the Products through an interface, product or service provided by one of our Third-Party Partners is nonetheless still subject to the terms and conditions of this Agreement, in addition to the Third-Party Partner’s terms and conditions.

1.6 Other Products

We may from time to time in the future offer additional products, and such additional products shall be considered a Product as used herein, regardless of whether such product is specifically defined in this Agreement.

1.7 Third-Party Services and Content

Our Products may include integrations, links or other access to third-party services, sites, technology, content and resources (each a “**Third-Party Service**”). Your access and use of the Third- Party Services may also be subject to additional terms and conditions, privacy policies, or

other agreements with such third-party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. You will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Spot Labs enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using our Products are between you and the third-party. Spot Labs will 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 Third-Party Services.

Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within our Products, please see our Privacy Policy. Spot Labs has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services.

2. Modifications of this Agreement or our Products

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at spot.dog/terms-of-service. All modifications will be effective when they are posted, and your continued accessing or use of any of the Products will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using all of our Products.

We reserve the rights to (i) modify, substitute, eliminate or add to any of the Products with or without notice to you; and (ii) review, modify, filter, disable, delete and remove any and all content and information from any of the Products.

3. Intellectual Property Rights

We own all intellectual property and other rights in each of our Products and its respective contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, designs, and its “look and feel.” Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use our Products solely in accordance with this Agreement. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble or decompile any of our Products for any purpose other than as expressly permitted pursuant to this Agreement. Except as set forth in this Agreement, we grant you no rights to any of our Products, including any intellectual property rights.

You understand and acknowledge that the Protocol is not a Product and we do not control the Protocol.

By using any of our Products, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you post on or through any of our Products for our current and future business purposes, including to provide, promote, and improve the services. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon any suggestions or feedback for any purpose.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any material that you list, post, promote, or display on or through any of our Products. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above, and that the content does not violate any laws.

4. Your Responsibilities

4.1 Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Products:

- Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks.
- Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as “rug pulls”, pumping and dumping, and wash trading.
- Securities and Derivatives Violations. Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
- Sale of Stolen Property. Buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
- Data Mining or Scraping. Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from any of our Products.

- **Objectionable Content.** Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable.
- **Any Other Unlawful Conduct.** Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by U.S. law.

We reserve the right to cooperate with any law enforcement, court or government investigation or order or third-party requesting or directing that we disclose information or content or information that you provide.

4.2 Trading

You agree and understand that: (a) all trades you submit through any of our Products are considered unsolicited, which means that they are solely initiated by you; (b) you have not received any investment advice from us in connection with any trades; and (c) we do not conduct a suitability review of any trades you submit.

4.3 No Fiduciary Duties

Spot does not ever have custody, possession, or control of your digital assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys or your authentication credentials to the digital asset wallets you hold and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of our Products will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised.

This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that 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, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

4.4 Compliance and Tax Obligations

One or more of our Products may not be available or appropriate for use in your jurisdiction. By accessing or using any of our Products, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you.

Specifically, your use of our Products or the Protocol may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions.

It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

4.5 Fees

You will pay Spot Labs a fee to use the Products (the “**Spot Fee**”), which will be displayed to you on the Interface (or other Product) prior to initiating a transaction when you use the Products. Blockchain transactions require the payment of transaction fees to the appropriate network (“**Gas Fees**”). Additionally, the Products may include services performed by third parties that charge or otherwise require the payment of fees (“**Third-Party Fees**”). Spot Labs will be responsible for paying Gas Fees and Third-Party Fees in connection with any transaction you initiate via any of our Products with the Spot Fee. Given the variable nature of Gas Fees and Third-Party Fees, the Spot Fee may change from time-to-time, in Spot Labs’ sole discretion. Spot Labs, in its sole discretion, may or may not provide a discount on the Spot Fee for Referred Eligible Participants, as the term is defined in the [Spot Referral Program Terms](#). The amount and duration of any such discount will be determined by Spot Labs in its sole discretion.

4.6 Release of Claims

You expressly agree that you assume all risks in connection with your access and use of any of our Products. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of any of our Products. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

5. DISCLAIMERS

5.1 ASSUMPTION OF RISK – GENERALLY

BY ACCESSING AND USING ANY OF OUR PRODUCTS, YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO 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 DIGITAL ASSETS.

IN PARTICULAR, YOU UNDERSTAND THAT THE MARKETS FOR THESE DIGITAL ASSETS ARE NASCENT AND HIGHLY VOLATILE DUE TO RISK FACTORS INCLUDING, BUT NOT LIMITED TO, ADOPTION, SPECULATION, TECHNOLOGY, SECURITY, AND REGULATION. YOU UNDERSTAND THAT ANYONE CAN CREATE A TOKEN, INCLUDING FAKE VERSIONS OF EXISTING TOKENS AND TOKENS THAT FALSELY CLAIM TO REPRESENT PROJECTS, AND ACKNOWLEDGE AND ACCEPT THE RISK THAT YOU MAY MISTAKENLY TRADE THOSE OR OTHER TOKENS. SO-CALLED STABLECOINS MAY NOT BE AS STABLE AS THEY PURPORT TO BE, MAY NOT BE FULLY OR ADEQUATELY COLLATERALIZED, AND MAY BE SUBJECT TO PANICS AND RUNS.

FURTHER, YOU UNDERSTAND THAT SMART CONTRACT TRANSACTIONS AUTOMATICALLY EXECUTE AND SETTLE, AND THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE WHEN CONFIRMED. YOU ACKNOWLEDGE AND

ACCEPT THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS ARE VARIABLE AND MAY INCREASE DRAMATICALLY AT ANY TIME.

IF YOU ACT AS A LIQUIDITY PROVIDER TO THE PROTOCOL THROUGH THE INTERFACE, YOU UNDERSTAND THAT YOUR DIGITAL ASSETS MAY LOSE SOME OR ALL OF THEIR VALUE WHILE THEY ARE SUPPLIED TO THE PROTOCOL THROUGH THE INTERFACE DUE TO THE FLUCTUATION OF PRICES OF TOKENS IN A TRADING PAIR OR LIQUIDITY POOL.

IN SUMMARY, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY OF THESE VARIABLES OR RISKS, DO NOT OWN OR CONTROL THE PROTOCOL, AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING ANY OF OUR PRODUCTS. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE INTERFACE TO INTERACT WITH THE PROTOCOL.

5.2 NO WARRANTIES

EACH OF OUR PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF EACH OF OUR PRODUCTS IS AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO ANY OF OUR PRODUCTS WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN ANY OF OUR PRODUCTS WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT ANY OF OUR PRODUCTS WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING ANY OF OUR PRODUCTS. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR PRODUCTS.

SIMILARLY, THE PROTOCOL IS PROVIDED "AS IS", AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND. ALTHOUGH WE CONTRIBUTED TO THE INITIAL CODE FOR THE PROTOCOL, WE DO NOT PROVIDE, OWN, OR CONTROL THE PROTOCOL, WHICH IS RUN AUTONOMOUSLY WITHOUT ANY HEADCOUNT BY SMART CONTRACTS DEPLOYED ON VARIOUS BLOCKCHAINS. NO DEVELOPER OR ENTITY INVOLVED IN CREATING THE PROTOCOL WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH OTHER USERS OF, THE PROTOCOL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTOCURRENCIES, TOKENS, OR ANYTHING ELSE OF VALUE. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR PRODUCTS.

ANY PAYMENTS OR FINANCIAL TRANSACTIONS THAT YOU ENGAGE IN WILL BE PROCESSED VIA AUTOMATED SMART CONTRACTS. ONCE EXECUTED, WE HAVE NO CONTROL OVER THESE PAYMENTS OR TRANSACTIONS, NOR DO WE HAVE THE ABILITY TO REVERSE ANY PAYMENTS OR TRANSACTIONS.

5.3 NO INVESTMENT ADVICE

WE MAY PROVIDE INFORMATION ABOUT TOKENS IN OUR PRODUCTS SOURCED FROM THIRD-PARTY DATA PARTNERS. WE MAY ALSO PROVIDE WARNING LABELS FOR CERTAIN TOKENS. THE PROVISION OF INFORMATIONAL MATERIALS DOES NOT MAKE TRADES IN THOSE TOKENS SOLICITED; WE ARE NOT ATTEMPTING TO INDUCE YOU TO MAKE ANY PURCHASE AS A RESULT OF INFORMATION PROVIDED. ALL SUCH INFORMATION PROVIDED BY ANY OF OUR PRODUCTS IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS INVESTMENT ADVICE OR A RECOMMENDATION THAT A PARTICULAR TOKEN IS A SAFE OR SOUND INVESTMENT. YOU SHOULD NOT TAKE, OR REFRAIN FROM TAKING, ANY ACTION BASED ON ANY INFORMATION CONTAINED IN ANY OF OUR PRODUCTS. BY PROVIDING TOKEN INFORMATION FOR YOUR CONVENIENCE, WE DO NOT MAKE ANY INVESTMENT RECOMMENDATIONS TO YOU OR OPINE ON THE MERITS OF ANY TRANSACTION OR OPPORTUNITY. YOU ALONE ARE RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, AND RISK TOLERANCE.

6. Indemnification

You agree to hold harmless, release, defend, and indemnify Spot Labs, our affiliates and our and our affiliates' respective officers, directors, employees, contractors, agents, service providers, licensors, and representatives (collectively, the "**Spot Parties**") from and against all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or relating to: (a) your access and use of any of our Products; (b) your violation of any term or condition of this Agreement, the right of any third-party, or any other applicable law, rule, or regulation; (c) any other party's access and use of any of our Products with your assistance or using any device or account that you own or control; and (d) any dispute between you and (i) any other user of any of the Products or (ii) any of your own customers or users. We will provide notice to you of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting our defense of such matter. You may not settle or compromise any claim against any Spot Party without our written consent.

7. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WE OR ANY SPOT PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE ANY OF THE PRODUCTS, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR

INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF ANY OF THE PRODUCTS OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF ANY OF THE PRODUCTS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SPOT LABS HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE INTERFACE; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO ANY OF THE PRODUCTS; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE INTERFACE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH ANY OF THE PRODUCTS; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY.

WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD-PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT YOU ENGAGE IN VIA ANY OF OUR PRODUCTS, OR ANY OTHER PAYMENT OR TRANSACTIONS THAT YOU CONDUCT VIA ANY OF OUR PRODUCTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE DO NOT PROVIDE REFUNDS FOR ANY PURCHASES THAT YOU MIGHT MAKE ON OR THROUGH ANY OF OUR PRODUCTS.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD-PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH ANY OF OUR PRODUCTS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8. Governing Law, Dispute Resolution and Class Action Waivers

8.1 Governing Law

You agree that the laws of the State of New York, without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and us. You further agree that each of our Products shall be deemed to be based solely in the State of New York, and that although a Product may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of New York. The parties acknowledge that this Agreement evidences interstate commerce. Any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act. You agree that the federal and state courts of New York County, New York are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

8.2 Dispute Resolution

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to company@spot.dog so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within sixty (60) days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.

Any claim or controversy arising out of or relating to any of our Products, this Agreement, or any other acts or omissions for which you may contend that we are liable, including, but not limited to, any claim or controversy as to arbitrability ("**Dispute**"), shall be finally and exclusively settled by arbitration under the JAMS Optional Expedited Arbitration Procedures. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected pursuant to JAMS rules. The arbitration will be held in New York, New York, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If for any reason a claim by law or equity must proceed in court rather than in arbitration you agree to waive any right to a jury trial and any claim may be brought only in a Federal District Court or a New York state court located in New York County, New York.

8.3 Class Action and Jury Trial Waiver

YOU HEREBY WAIVE, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON (COLLECTIVELY, "CLASS ACTION WAIVER"). YOU AGREE THAT NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THE CLASS ACTION WAIVER OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU OR SPOT, INDIVIDUALLY. YOU UNDERSTAND THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY DISPUTE AND IS NON-SEVERABLE FROM SECTION 8.2.

To the fullest extent permitted by applicable law, You and we both expressly waive all right to a trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort, or otherwise) arising out of or relating to this Agreement.

9. Miscellaneous

9.1 Entire Agreement

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

9.2 Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

9.3 Rewards

In connection with your historic or current use of one or more of our Products, we may provide you certain incentives, prizes or rewards for completing certain activities, such as completing a certain number of transactions (“**User Rewards**”). Details regarding the criteria for earning a reward will be described within the applicable Product or official Spot Labs documentation. Upon satisfaction of the criteria for obtaining a reward and subject to your compliance with the associated rewards terms, this Agreement, and applicable law — to be determined exclusively by Spot Labs — we will use commercially reasonable efforts to promptly transfer the earned reward to the digital wallet that you designate or have connected to the applicable Product. We reserve the right to change, modify, discontinue or cancel any rewards programs (including the frequency and criteria for earning such User Rewards), at any time and without notice to you.

9.4 Not Registered with the SEC or Any Other Agency

We are not registered with the U.S. Securities and Exchange Commission as a national securities exchange or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf. We also do not facilitate the execution or settlement of your trades, which occur entirely on public distributed blockchains. As a result, we do not (and cannot) guarantee market best pricing or best execution through our Products.

9.5. Notice

We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.

9.6 Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.