

**Terms of Service**  
**Last Updated: July 26, 2024**

Please read these Terms of Service (the “**Terms**”) carefully because they govern your access to and use of the website and all of its features located at <https://www.zircuit.com> (the “**Site**”) which enables access to a decentralized community engagement protocol (the “**Protocol**”) via the Site and corresponding application (“**App**”). The Site and App is offered by Pantheon ZK Labs (the “**Company**”, “**we**”, “**us**” or “**our**”). The Company does not own, control, manage or operate the Protocol, which is an ownerless and decentralized open-source non-upgradable smart contract. The App facilitates a user’s access to the Protocol, in which the user can signal their interest in and support of the Protocol (any person who accesses this Site or the App, a “**User**”). To make these Terms easier to read, the Site, App, Community Score Program (as defined in Section 5), and our services are collectively called the “**Interface**.”

By using the Services, you represent and warrant the following:

- (i) you are not a resident, national, or agent of Cuba, Iran, North Korea, Syria, Belarus, Russia, Ukraine, the United States, or any other country or jurisdiction subject to sanctions (collectively, “**Restricted Territories**”), and
- (ii) you are not a member of any sanctions list (collectively, “**Sanctions Lists Persons**”) and you do not intend to transact with any Restricted Person or Sanctions List Person.

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE 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 17 (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 17 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 16 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.**

**1. Agreement to Terms.** By using the 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. 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.** We may update 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 Interface 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), 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 of Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, United States, Venezuela, Yemen, Zimbabwe or any other country to which Canada, Panama, the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions.

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

**(a) Interface.** The Interface provides Users with access to the Protocol, which is an ownerless, decentralized, non-upgradable, non-custodial, community engagement protocol deployed on the Ethereum blockchain, and provides information about the Protocol's community. 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 Interface or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, Discord 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. Because the Interface provides information about the Protocol, these Terms also provide some information about the use of the Protocol. This information is not intended to be comprehensive or address all aspects of the Protocol.

**(b) Our Relationship.** You acknowledge and agree that the Company is an online platform provider and not a financial institution, broker dealer, exchange or money services business. The Company does not direct or control the day-to-day activities of Users accessing the Interface. Neither we nor any affiliated entity is a party to any transaction on the blockchain network underlying the Protocol; we do not have possession, custody or control over any cryptoassets appearing on the Interface or on the Protocol; 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 Protocol smart contracts, 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. Because the Protocol is non-custodial and decentralized, 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 the Interface or interacting with the Protocol. 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, obtainable publicly via the blockchain, or shared by you when you access the Interface. 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.

The software underlying blockchain networks on which the Protocol is deployed is open source, which means that anyone can access, 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 Protocol, (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”.

**(c) Fees.** There may be associated fees in connection with transactions enacted on a blockchain. All transactions using blockchains require the payment of gas fees, which are essentially transaction fees paid on every transaction that occurs on the selected blockchain network. We do not collect any such fees. Please note that accessing the Protocol may result in you incurring gas fees, which are non-refundable.

**(d) Communication from the Interface.** You may elect to receive emails or other communications from the Company in connection with the Interface. If you elect to receive communications, you agree and acknowledge that the Company is under no obligation to send any emails or communicate to you about updates to the Interface or the Protocol, and that 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 in the case of failure of such email or communication.

**(e) Disputes Between Users.** The Company is not a party to any relationship between any Users and the Protocol. 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 in connection with any transaction 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 third-party service provider. Such suspension or termination shall not be constituted 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. Such limitations may include restricting you from using the Interface.

**5. Community Score Program.** We may elect to offer a community program designed to foster and recognize active community engagement in the Protocol (the “**Community Score Program**”, otherwise known as Zircuit points). The Community Score Program aims to create a transparent and public repository where individual engagement with the community and Protocol is recorded as a score of points (“**Score**”). The Community Score Program is offered for entertainment purposes only at the sole discretion of the Company, and its rules, terms, conditions, benefits, or the User Scores may be modified at any time by us with or without notice. Please read the below terms carefully to understand how we will operate the Community Score Program.

**(a) Eligibility.** You will be assigned a Score for any qualifying actions made through the Interface on and after the launch of the Community Score Program on February 20, 2024 (the “**Launch**”). A Score will not be recorded for any transactions that occur prior to the Launch. The Company may discontinue the Community Score Program, your eligibility to participate in it, or modify your Score at any time and for any reason as determined by the Company in its sole discretion and without notice to you.

**(b) Your Score.** Eligible participants can earn a Score for certain qualifying actions as communicated by the Company through the Interface from time to time.

**(c) Limitations, Restrictions, and Other Terms.** The Company’s determinations of participant eligibility or any questions or disputes arising under the Community Score Program, these Terms, or any other rules or restrictions shall be final and binding and not subject to challenge or appeal. Without notice to you, the Company reserves the right to suspend or terminate the Community Score Program or your participation in the Community Score Program if the Company determines in its sole discretion that you have violated these Terms, or that the use of your Score is unauthorized, deceptive, fraudulent, unlawful, or intentionally subverts the purposes of these Terms. There are no membership fees associated with the Community Score Program, although use of online services in conjunction with participation in the Community Score Program may result in data charges, interest access fees, or similar expenses.

**All Scores assigned under the Community Score Program have no value, including no cash value, are non-transferrable, are not redeemable, and may be modified or discontinued at any time and without any notice to you. Any attempt to transfer a User’s Score may result in the Score being reduced to zero.**

The Company is not responsible for any problems or technical malfunction of any telephone, Internet or blockchain network or lines, online systems, servers, providers, computer equipment, software, or messaging platform, or as a result of technical problems or traffic congestion on the Internet, any website, or any application, or any combination thereof, including, without limitation, any resulting error in computing qualifying actions or any unavailability of a Score, or any injury or damage to any participant’s or any other person’s computer or mobile device related to or resulting from participation in the Community Score Program. If, for any reason, the Community Score Program is not capable of running as planned, including due to errors of any kind or nature, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Company which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Community Score Program, the Company reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Community Score Program or otherwise respond to the circumstances as the Company deems appropriate.

**(d) Disclaimers.** THE COMMUNITY SCORE PROGRAM IS 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 Community Score Program 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 provided through the Community Score Program. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED IN THE Community Score PROGRAM. THE COMPANY WILL NOT BE RESPONSIBLE FOR OR LIABLE TO YOU FOR ANY LOSS FOR ANY USE OF

THE COMMUNITY SCORE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THESE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

**6. Intellectual Property.** We exclusively own all right, title and interest in and to the Interface and any content made available through the Site, including all associated intellectual property rights. You acknowledge that the Interface and content are protected by copyright, trademark, and other laws. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Interface and content. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Interface and content made available to you, solely for your non-commercial purposes.

**7. 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.

**8. 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 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, for any commercial purpose or for the benefit of any third party or 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.

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, at any time and without notice, including, but not limited to, 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 [hello@zircuit.com](mailto:hello@zircuit.com). 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.

**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 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. Links to Third Party Websites or Resources.** The Interface may allow you to access certain features and functionalities as we determine to make them available in our sole discretion, which may allow you to interface or interact with, access and/or use compatible third party services, products, technology and content (collectively, “**Third Party Services**”). We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge and agree that: (i) Company is not the provider of the Third Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third Party Services caused in whole or in part by the Third Party Services or any update or upgrade thereto; (ii) your ability to access to a Third Party Service via the Services shall not be deemed as Company’ endorsement of such Third Party Service, and (iii) you are solely responsible for maintaining your compliance and eligibility to use or access the Third Party Services and obtaining any associated licenses and consents necessary to use the Third Party Services in connection with the Services. As of the date first mentioned above, you agree that the Services include access to the following Third Party Services, subject to the terms and conditions of each provider of a Third Party Service. We may add or remove such integrations from time to time, in our sole discretion. When you make use of any dApps, you do so at your own risk, and subject to the terms and conditions (if any) applicable to the dapp. We make no representations or warranties with respect to the security, integrity, or profitability of any dApp. We do not control, endorse, or adopt any dApps and have no responsibility for dApp content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.

**12. 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 [hello@zircuit.com](mailto:hello@zircuit.com) 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: 5, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17 and 18.

**13. Warranty Disclaimers.** THE INTERFACE AND THE PROTOCOL 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 OR THE PROTOCOL 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 INTERFACE OR THE PROTOCOL, 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 THE INTERFACE, PROTOCOL, OR RELATED 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 INTERFACE OR THE PROTOCOL.

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 or the Protocol. 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 or the Protocol. As a User of the Interface, you are responsible for the effects of your on-chain activity, and if you participate in the Community Score Program, you represent that you understand the risks of interacting with the Protocol through the Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing, using and interacting with the Interface and Protocol.

**14. 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 that you post or otherwise make available through the Interface, or (c) your violation of these Terms.

**15. 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 INTERFACE, THE PROTOCL, OR RELATED 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 INTERFACE, THE PROTOCOL, OR RELATED 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 INTERFACE, THE PROTOCOL, OR RELATED SERVICES EXCEED, AS APPLICABLE, THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COMPANY FOR USE OF THE INTERFACE, PROTOCOL, OR RELATED 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.

**16. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the Panama, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17 (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 the Panama, and you and the Company each waive any objection to jurisdiction and venue in such courts.

## 17. 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 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 17(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 in Panama City, Panama, 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 17(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.

## **18. 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 law. 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.

**19. Contact Information.** If you have any questions about these Terms or the Interface, please contact the Company at [hello@zircuit.com](mailto:hello@zircuit.com)