

FLUENCE TERMS OF USE

These Terms of Use (“Terms”) are a legal contract between you (“you”) and Fluence DAO, a Swiss association (“Fluence”, “us”, “our” or “we”), and govern your use of all the text, data, information, software, graphics, videos, audio, photographs, and other materials (collectively referred to as “Materials”) that we and our affiliates may make available to you through any area of the <https://fluence.network> site (“Site”), and any services we may provide through the Site (the “Services”) (collectively with the Site and Materials, the “Platform”).

READ THESE TERMS CAREFULLY BEFORE BROWSING THE PLATFORM. USING THE SITE AND/OR ANY SERVICE INDICATES THAT YOU HAVE BOTH READ AND ACCEPTED THESE TERMS. YOU CANNOT USE THE PLATFORM IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER, THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH FLUENCE. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

CHANGES

We may alter the Materials and Services we offer you and/or may choose to modify, suspend, or discontinue any part or all of the Platform at any time and without notifying you. We may also change, update, add, or remove provisions of these Terms from time to time. We will inform you of any modifications to these Terms by posting the modified terms of use on the Site and, if you have registered with us (as described below), by describing the modifications to these Terms in an email sent to the address associated with your account in our records. To be sure we properly reach your email inbox, please notify us if your preferred email address changes at any time after registration.

If you object to any modifications to the Platform or these Terms, your sole recourse shall be to cease using the Platform. Continued use of the Platform following notice of any modifications indicates you acknowledge and agree to be bound by the modifications. Also, please note that these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Site, on the sites of our partners or separately entered into between you and Fluence; such designated legal notices are incorporated herein and supersede the provisions of these Terms that are designated as being superseded.

GENERAL USE

By using the Platform, you agree that you are at least 18 years of age, or if you are under 18 years of age (a “Minor”), that you are using the Platform with the consent of your parent or legal guardian and have received such parent or legal guardian’s permission to use the Platform and agree to these Terms. If you are a parent or legal guardian of a Minor, you agree to bind the Minor to these Terms and to fully

indemnify and hold us harmless if the Minor breaches any of these Terms. Access to certain Services and content may be subject to additional age restrictions and may not be available to all users of the Platform.

In these Terms, we grant you a limited, personal, non-exclusive, and non-transferable license to access, use, and display the Materials on the Platform; your right to use the Materials is conditioned upon your compliance with these Terms. You may not distribute, publicly display, publicly perform, or otherwise use the Materials outside the Platform. You have no other rights in the Platform or any Materials, and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or otherwise exploit the Platform or any Materials in any manner. If you make copies of any Materials, you must keep all copyright and other proprietary notices intact.

Unfortunately, if you breach any of these Terms, the license granted above will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies thereof).

USING THE PLATFORM

You need not register with us to simply visit and view the Site. However, in order to access and use certain Services you must successfully create an account with us. To do so, you must submit all of the information required on the account creation page on the Site. For so long as you use the account, you agree to provide true, accurate, current, and complete information, and to keep such information updated, which can be accomplished by logging into your account and making relevant changes directly. It is your responsibility to maintain the confidentiality of your password(s). Unless expressly permitted in writing by Fluence, you may not sell, rent, lease, share, or provide access to your account to anyone else. Should you believe your password or security for the Platform has been breached in any way, you must immediately notify us.

You are responsible for complying with these Terms when you access and use the Platform. It is your responsibility to obtain and maintain all equipment and services needed to access and use the Platform as well as to pay any related charges.

The Platform may not be used by users residing, located, incorporated, or otherwise organized or established in any of the following, restricted jurisdictions: Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine (“Restricted Jurisdictions”). It is your responsibility to ensure compliance with your local laws before attempting to acquire or interact with the platform. Users not located in the Restricted Jurisdictions are not authorized to engage in activities for or on behalf of individuals in Restricted Jurisdictions. We reserve the right to restrict access to FLT in accordance with legal and regulatory requirements.

Furthermore, certain Services may not be used by users residing in, located in, incorporated in, or otherwise organized or established in certain jurisdictions within the U.S., including Alaska, Alabama, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Louisiana, Michigan, Mississippi, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Rhode Island, and Utah (“Restricted U.S. States”).

PAYMENT, BILLING, AND REFUNDS

Payment.

Certain areas of the Platform may permit you to make purchases of products, credits and/or Services available on the Platform. You agree to pay Fluence all charges at the prices then in effect for purchases that you or any person using your account may make, and you authorize Fluence and/or our third party payment processor to charge your chosen payment method for such purchases. Fluence reserves the right to correct any errors or mistakes in pricing even if payment has been requested or received, and applicable sales tax will be added as required. All payments shall be made in U.S. dollars.

Refunds.

All payments for services provided on the Platform are final, and no refunds shall be issued unless expressly provided otherwise in these Terms or as required by applicable law. Refunds for any unspent credit balance may be available in our sole discretion, depending on the payment method used and subject to Fluence's refund policies.

POINTS PROGRAM

You may have the opportunity to acquire points through your use of the Services ("Points"). Points are intended solely as a reflection of your engagement with the Platform and do not possess any real-world value. Points are not currency, are not redeemable for cash or any item of monetary value, and do not represent any property or ownership interest. Fluence may, in its sole discretion, make certain features or functionalities of the Platform available to users who have accumulated a specified number of Points; however, the availability, scope, and terms of any such features are subject to change at any time without notice.

You do not own the Points, and they do not constitute a legal or financial obligation of Fluence. Points are non-transferable and may not be sold, traded, gifted, sublicensed, or otherwise exchanged, whether for money, goods, services, or other consideration, either within or outside the Platform. Any attempted transfer or unauthorized use of Points may result in their forfeiture and may also lead to the suspension or termination of your access to the Platform.

Points are not refundable or exchangeable, and may be modified, revoked, or eliminated at Fluence's discretion. Your continued use of the Platform following any change to the Points program constitutes your agreement to such changes.

COMPUTE SERVICE

The provisions in this section apply to the Compute Service that may be contracted for via the Platform. For purposes of this section, "Users" are individuals or entities that use the Platform to access compute services provided by Providers; "Providers" are individuals or entities that offer compute services to Users of the Platform; and "Compute Services" means the provision of computing resources by Providers to Users.

Users can use the Platform to be matched and contract with Providers. Solely with respect to the payment of funds from Users that are received by Fluence for payment of applicable Compute Services fees, Provider appoints Fluence as its agent to represent and act on its behalf. Provider acknowledges and

agrees that payment of such funds from Users to Fluence for delivery to Provider satisfies and discharges the Users' obligations to Provider with respect to such payment.

Providers who offer Compute Services on the Platform agree that they shall:

1. Proper Use of Hardware and Software:

Use their hardware and software in a careful and proper manner in accordance with all applicable manufacturer, developer, and vendor specifications. Providers shall comply with and conform to all applicable federal, state, and local laws, ordinances, and regulations related to the possession, use, and maintenance of their applicable hardware and software.

2. Preventative Maintenance and Updates:

Provide and perform all necessary preventative maintenance on their hardware during regular business hours and furnish any parts, updates, or repairs required to keep the hardware in good mechanical, operational, and working order to support the Compute Services.

3. Access for Service Provision:

Grant Fluence reasonable access to their hardware and related resources during regular business hours (or as otherwise mutually agreed) so that Fluence can provide, support, and monitor the Compute Services.

4. Error Logging and Data Handling:

Delete any error logs or troubleshooting data within twenty-four (24) hours, and ensure that any temporary storage of Users' data does not exceed the period necessary to carry out the hosting services.

5. Data Breach and Security Incidents:

Promptly notify Fluence in the event of any data breach or security incident related to the Compute Services, and, to the fullest extent required by law, indemnify and hold Fluence harmless against any claims or losses arising from such incidents, including the reimbursement of any costs incurred by Fluence.

Fluence merely provides an online platform for facilitating connections between Users and Providers and payment of applicable fees for the Compute Services. Once a connection has been made, the applicable Provider is solely responsible for the provision of the Compute Services under separate terms entered into between Provider and User. Fluence does not, nor does it intend to, provide the Compute Services.

During the period you use the Platform as a User or Provider and for one (1) year following termination of such use, you agree that you will not directly or indirectly, on behalf of yourself or any entity with which you are affiliated, solicit, hire, or engage any User (in the case of Providers) or Provider (in the case of Users) in a manner intended to circumvent or deprive Fluence of its legitimate business interests with respect to the Compute Services. In the event of a breach of this provision, you agree that Fluence shall be entitled to recover, as liquidated damages and not as a penalty, the sum of Five Thousand U.S. Dollars (\$5,000.00) for each such violation. The parties acknowledge that such liquidated damages represent a genuine pre-estimate of the loss likely to be suffered by Fluence.

DATA PROTECTION

Please review our [Privacy Policy](#) (“Privacy Policy”), which explains how we use the information we collect in connection with your use of the Platform. In addition to the protections provided in our Privacy Policy, you acknowledge that Fluence employs commercially reasonable security measures designed to safeguard your data; however, you remain solely responsible for maintaining copies of any data you deem important. You agree that Fluence shall not be liable for any loss, corruption, or unauthorized access to your data, and you are responsible for ensuring that your use of the Platform complies with all applicable data protection and privacy laws.

ELECTRONIC COMMUNICATIONS

By using the Platform (or any part thereof), you consent to receiving electronic communications from us (including, if you have opted in, via text message) and from other users of the Platform. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Platform. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. Standard carrier data charges may apply to your use of text messaging and you are solely responsible for such charges.

LINKS TO THIRD-PARTY SITES

We sometimes provide links on the Platform to third-party websites. If you use these links, you will leave the Platform. We are not obligated to review any third-party websites that you link to from the Platform, we do not control any of the third-party websites, and we are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, unless specifically stated on the Platform, we do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the Platform, you do so entirely at your own risk and you must follow the privacy policies and terms and conditions for those third-party websites.

YOU AGREE THAT FLUENCE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Platform to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply Fluence's endorsement or recommendation.

SOCIAL MEDIA AND THIRD-PARTY INTEGRATIONS

If Fluence provides functionality that allows you to link your Platform account with a third-party service or social media account, such linking is subject to the terms, conditions, and privacy policies of the

respective third-party service. If you choose to link a social media account, you grant Fluence permission to access certain information from your linked account solely for the purpose of enhancing your experience on the Platform. You may disconnect such integrations at any time via your account settings, though doing so may suspend or terminate any benefits provided by the integration.

CONFIDENTIALITY

Each party agrees to keep confidential and not disclose to any third party any non-public information or trade secrets (“Confidential Information”) disclosed by the other party in connection with these Terms, except as required by law or with the prior written consent of the disclosing party. Confidential Information includes, without limitation, technical data, business plans, financial information, and any other proprietary information that is designated as confidential or that should reasonably be understood as confidential given the nature of the information and the circumstances of its disclosure. This confidentiality obligation shall survive termination of these Terms.

UNAUTHORIZED ACTIVITIES

We authorize your use of the Platform only for individual, commercial purposes (“Permitted Purposes”). Any use of the Platform beyond the Permitted Purposes is prohibited and constitutes unauthorized use. Unauthorized use of the Platform may violate various United States and international copyright laws. Unless you have obtained written permission from Fluence, you are not authorized to use the Platform in any of the following ways (this list is illustrative, not exhaustive):

- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- In a manner that infringes any copyright, trademark, or other intellectual property or privacy rights of any person;
- To interfere with or disrupt the Platform or the servers or networks connected to the Platform; or
- To attempt to circumvent any content filtering or access control measures used by Fluence (including through hacking or password mining).

Additionally, you represent and warrant that:

- The Platform will not be used for any illegal purpose, including money laundering, terrorist financing, or any other activity that violates applicable law;
- You will not use any proceeds from illegal activities in connection with the Platform; and
- No transactions made through the Platform will be used to facilitate or engage in illegal activities; in particular activities related to money laundering, predicate offences of money laundering, terrorist financing, or sanctions evasion.

Furthermore, you warrant that at the time of using the Platform:

- No criminal or regulatory investigations are pending against you (or, if you are not a natural person, against any of your affiliates, governing bodies, or major shareholders);
- You are not physically located in any Restricted Jurisdiction or Restricted U.S. State;

- You are not listed on any applicable sanctions lists; and
- If you are an entity, neither you nor any shareholders, owners, or principals are on any applicable sanctions lists..

Should any of these conditions occur, you agree to immediately notify Fluence and suspend all transactions on the Platform until the matter is resolved.

REVIEW STANDARDS

With respect to unauthorized activities, Fluence DAO may remove you from the Platform if it has a reasonable basis to believe that the Fluence network, any of its participants, or Fluence itself is negatively impacted by your Unauthorized Activities or otherwise at risk. Once such a determination is made, you shall have the right to appeal that decision (to the extent permitted by applicable law), and Fluence will, if practicable, provide you with the basis for its determination.

You agree to indemnify and hold Fluence and its officers, employees, directors, and agents harmless from any and all losses, damages, expenses (including reasonable attorneys' fees), costs, awards, fines, damages, claims, or actions of any kind arising out of your use of the Platform, your violation of these Terms, or your infringement of any rights of another. You are solely responsible for any breach of these Terms by you or anyone using your account. Fluence reserves the right to assume the exclusive defense and control of any claim subject to indemnification by you, and you agree to cooperate with our defense of such claim.

PROPRIETARY RIGHTS

The trademarks, service marks, and logos of Fluence ("Our Trademarks") used and displayed on various parts of the Platform are registered and unregistered trademarks or service marks of Fluence. Other company, product, and service names located on our platforms may be trademarks or service marks owned by others (the "Third-Party Trademarks", and, collectively with Our Trademarks, the "Trademarks"). Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Our Trademarks inures to our benefit.

As between Fluence and you, all right, title and interest in the Platform, the Materials (other than your Works), and all modifications and enhancements thereof including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Fluence or Fluence's licensors and providers, as applicable.

INTELLECTUAL PROPERTY INFRINGEMENT

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing Materials that infringe the intellectual property rights of others, suspending

access to the Platform (in whole or in part) for users who commit such infringements, and, where appropriate, terminating the accounts of repeat infringers.

Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notifications of claimed copyright infringement and for processing such claims in accordance with such law. If you believe that your copyright or other intellectual property right is being infringed by content on the Platform, please provide written notice to our designated agent at: hello@fluence.network

Your written notice must include:

- Your physical or electronic signature;
- Identification of the copyrighted work or other intellectual property claimed to be infringed;
- A description of the allegedly infringing material sufficient for us to locate it;
- Your contact information (including postal address, telephone number, and email address);
- A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or intellectual property owner.

Unless the notice pertains to copyright or other intellectual property infringement, the agent will be unable to address the concern.

DISCLAIMER OF WARRANTIES

THE SITE, MATERIALS, AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS", AND THE ENTIRE RISK AS TO THEIR USE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SITE, MATERIALS, AND SERVICES, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE SITE, MATERIALS, AND SERVICES WILL MEET YOUR REQUIREMENTS, THAT YOUR USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, MATERIALS, AND SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR SERVICES OBTAINED THROUGH THE USE OF THE PLATFORM, AND ARE NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS, OR FAILURE TO ACT OF ANY THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE PLATFORM OR FROM US OR OUR

SUBSIDIARIES/OTHER AFFILIATED COMPANIES SHALL CREATE ANY WARRANTY. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

LIMITATION OF LIABILITY

YOU ARE USING THE SITE, MATERIALS, AND SERVICES AT YOUR SOLE RISK. WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE PLATFORM OR YOUR USE OF OUR SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOSS OF DATA, REVENUE, PROFITS, COST OF SUBSTITUTE GOODS AND SERVICES, USE, OR OTHER ECONOMIC ADVANTAGE, HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

FEEDBACK

Any comments, questions, suggestions or other feedback (collectively, "Feedback") you provide to us through any communication whatsoever (e.g., call, letter, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. You understand and agree, however, that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

TERMINATION

Fluence reserves the right to terminate your license to use the Platform if we reasonably determine that:

- (a) your use of the Platform violates these Terms or applicable law;
- (b) you fraudulently use or misuse the Platform; or
- (c) we are unable to continue providing the Platform to you for technical or legitimate business reasons.

To the fullest extent permitted by law, your sole remedy in the event of any dissatisfaction with (i) the Platform, (ii) any provision of these Terms, (iii) any policy or practice of Fluence, or (iv) any content transmitted through the Platform, is to terminate your account and cease using the Platform.

DISPUTE RESOLUTION AND ARBITRATION; MASS ARBITRATION; CLASS ACTION WAIVER

This section is deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act, and you and Fluence each agree that this section is intended to satisfy the “writing” requirement of the Federal Arbitration Act.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Arbitration Minimum Standards (available at <https://www.jamsadr.com>). The arbitration shall be conducted remotely, by video conference, unless the parties agree otherwise. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Class Action Waiver:

You and Fluence agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Fluence agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party’s individual claim(s). Any relief awarded cannot affect any other person or party. You and Fluence further agree that in the event this arbitration agreement is held to be unenforceable for any reason, the prohibitions on class and representative actions and non-individualized relief set forth in this paragraph are severable and shall apply to any claim between you and Fluence in any forum. **YOU ARE GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.**

DISPUTES BETWEEN USERS, PROVIDERS, AND THIRD PARTIES

No agency, partnership, joint venture, or employment is created as a result of these Terms or you use of any part of the Platform. You do not have any authority whatsoever to bind Fluence in any respect. Neither Fluence nor any users of the Platform may direct or control the day-to-day activities of the other, or create or assume any obligation on behalf of the other.

Your interactions with individuals and/or organizations found on or through the Platform, including your decision to use services, information and/or data provided by such individuals and/or organizations, is your decision for which you alone are responsible. You understand and agree that Fluence does not and cannot make representations as to the suitability of (i) any third party services, information and/or data you may access via the Platform; (ii) any individual or entity you may decide to interact with on or through the Platform and/or (iii) the accuracy or suitability of any advice, information, or recommendations made by any user.

IF THERE IS A DISPUTE BETWEEN USERS OF THE PLATFORM, OR BETWEEN ANY USER OF THE PLATFORM AND ANY OTHER THIRD PARTY, YOU ACKNOWLEDGE AND AGREE THAT FLUENCE IS UNDER NO OBLIGATION TO BECOME INVOLVED. IN THE EVENT THAT A DISPUTE ARISES BETWEEN YOU AND ANY THIRD PARTY, YOU HEREBY RELEASE FLUENCE, ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, AND SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEABLE OR UNFORESEEABLE, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "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, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

GENERAL PROVISIONS

We prefer to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action; however, certain violations may result in the immediate termination of your access to the Platform without prior notice. These Terms shall be governed by the Federal Arbitration Act, the laws of the State of Texas, and applicable U.S. federal law, without regard to any conflicts of law principles. Foreign laws do not apply. The United Nations Convention on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. If any provision of these Terms is found to be inconsistent with applicable law, that provision shall be interpreted to reflect the parties' intentions without modifying the remaining provisions. Our failure to enforce any provision shall not constitute a waiver thereof. These Terms constitute the entire agreement between you and Fluence and supersede all prior negotiations, discussions, or agreements regarding the Platform. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability, and general provisions shall survive termination of these Terms.

CONTACT US

If you have any questions about these Terms or need to contact us for any reason, you can reach us at: hello@fluence.network

By using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, including all integrated provisions set forth above. If you do not agree to these Terms, you must cease using the Platform immediately.