ALL USERS SHOULD EXERCISE COMMON CAUTION TO PROTECT THEIR SAFETY, DATA, AND PROPERTY. THE REQUEST NETWORK IS JUST LIKE A PHYSICAL MARKETPLACE AND USERS SHOULD EXERCISE THE SAME CAUTION ON THE REQUEST NETWORK AS THEY WOULD AT SUCH A PHYSICAL MARKETPLACE. Glitch IS NOT LIABLE FOR ANY FALSE OR MISLEADING STATEMENTS MADE BY USERS OF THE REQUEST NETWORK, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW. NEITHER Glitch NOR ITS PARENTS, AFFILIATES OR LICENSORS, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "Glitch AND AFFILIATES") IS RESPONSIBLE FOR THE CONDUCT, ACTS, OR OMISSIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE REQUEST NETWORK AND YOU HEREBY RELEASE Glitch AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE REQUEST NETWORK.

Last modified: 6/5/2024

These Terms of Service ("**Terms of Service**") are a legally binding agreement between you and Glitch Financial ("**Company**" or "**Glitch**" or "**we**") governing your use of the Request Network (as defined below). The Request Network and its related services form a dynamic marketplace that integrates seamlessly with every subnet on the Bittensor Network, enabling Validators and Consumers (as defined in Section 1) to efficiently and securely exchange data and perform services such as computational tasks or complex analyses, as well as use software components Glitch may provide from time to time (collectively, the "**Request Network**"). For the avoidance of doubt, some of these software components will be issued under open-source licenses that govern their use alongside any non-conflicting terms herein. As such, Glitch does not and cannot control how these software components or their derivatives will be used by any User (defined in Section 1) with respect to any other person or entity.

While Glitch provides and supports it, **the Request Network is not a party to any exchange or planned exchange between Validator(s) and Consumer(s)**. As such both Consumers and Validators should use caution and their good judgment before entering into any exchange on the Request Network.

Any personal data you submit to the Request Network or which we collect about you is governed by our Privacy Policy ("**Privacy Policy**"). A copy of our Privacy Policy is available [here](#). You acknowledge that by using the Request Network you have reviewed the Privacy Policy. Any capitalized term used but not defined herein, is defined in our Privacy Policy.

Your use of the Request Network constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, the Privacy Policy, and any future modifications to this Agreement (as defined below) as we may post from time to time. The Privacy Policy is incorporated by reference into these Terms of Service and together with any on-boarding requirements are your "**Agreement**".

THE SECTIONS BELOW TITLED "BINDING ARBITRATION" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE REQUEST NETWORK.

You must be at least 18 years old and capable of entering into binding contracts, in order to use or access the Request Network. If you are under 18 years old, then you may not use or access the Request Network.

1) **DEFINITIONS**

(a) **"Consumer"** means a person or entity using the Request Network to acquire information or services from a Validator.

(b)   "**Exchange**" means an agreement between two or more Users whereby one group of Users (which may be only one User) agrees with another group of Users (which may be only one User) to provide the second group with products or services offered by the first group on the Request Network in exchange for value from the first group. For the avoidance of doubt, Glitch is not a party to any Exchange and makes no representations or warranties with respect to any Exchange.

(c)   "**Validator**" means a person or entity offering products or services on the Request Network.

(d)   "**Users**" means Consumers and Validators as well as their ultimate beneficial owners, if and as applicable in Glitch's sole discretion.

2)   **THE MARKETPLACE**

(a)   **KYC/AML**.   Users acknowledge and agree that access to the Request Network may be subject to a review of each such User's background, which may include obtaining a consumer report, know-your-customer and anti-money laundering requirements, among other items necessary for Glitch's legal obligations and protection of other Users on the Request Network. Users further acknowledge and agree to provide Glitch with its written consent and authorization to perform any of the foregoing, and Users will complete any and all necessary documents (e.g., consent authorization form) required by Glitch to complete the review of each such User's background. Glitch reserves the right to admit or deny any User to the Request Network at any time for any or no reason. Although Glitch may vet Users according to the foregoing, Glitch is not required to do so and does not guarantee that a User, or the User's claim credentials are accurate. Glitch makes no guarantee of the accuracy or reliability of any of its vetting or lack thereof or any information or any information provided through the Request Network.

(i)   Glitch currently uses Stripe as our payment processor. Stripe is responsible for conducting the necessary identity verification and compliance checks as part of their services. Please see Section 8(f) for more information.

(b)   **Changes, Delays, Unavailability**.   Glitch reserves the right to alter, suspend, or discontinue the Request Network or any feature or component thereof at any time and for any reason or no reason without any liability to the Users. In such cases, Glitch will endeavor to give notice of such changes, delay, or unavailabilities. The Request Network may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons.

(c)   **Reliance on Bittensor**. The Request Network depends on the functioning and features of the Bittensor network. Glitch cannot control whether the Bittensor network is functioning or that any updates or changes to it will affect the Request Network. Glitch is itself a participant in the Bittensor network but cannot make any representations about it to you or on behalf of the Bittensor network. You expressly acknowledge and understand that the Request Network may cease functioning or may function incorrectly because of the Bittensor network, and you will not hold Glitch liable for any such issues.

(d)   **Consent to be Contacted by Glitch**.   Each User consents, when making their account, to be contacted by Glitch for providing the User with information pertaining to the Request Network, subject to the User's right to opt out of such communications at any time.

(e)   **Export and Sanctions Compliance**. You will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that prohibit certain transactions. You may not participate in the Request Network if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you reside or where you are using any part of or participating in the Request Network. Your failure to conform with this representation will result in your immediate removal from the Request Network, your indemnification of us to the maximum extent possible, and your liability to us for all damages we may incur as a result of your breach.

3) **THE REQUEST NETWORK IS ONLY A MARKETPLACE BETWEEN VALIDATORS AND CONSUMERS**

(a)   The Request Network is an internet marketplace which enables Consumers to find Validators and conduct Exchanges. If you agree on the terms of an Exchange with another User, you and the other User automatically enter into an agreement directly between the two of you (and <u>not</u> among the two of you and Glitch) as set forth in more detail here: https://www.Glitch.io/faq, and in our whitepaper.

(b)   VALIDATORS ARE INDEPENDENT CONTRACTORS TO CONSUMERS. NEITHER VALIDATORS NOR CONSUMERS ARE EVER EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, INDEPENDENT CONTRACTORS OR FRANCHISEES OF Glitch. UNLESS OTHERWISE NOTED IN THE REQUEST NETWORK, Glitch DOES NOT OFFER SERVICES AS A VALIDATOR AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM OR OFFER VALIDATOR SERVICES.

(c)   ALL USERS HEREBY ACKNOWLEDGE THAT Glitch DOES NOT SUPERVISE, DIRECT, CONTROL OR MONITOR A VALIDATOR'S WORK OR INFORMATION AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED OR INFORMATION PROVIDED IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, REGULATION, OR CODE.

(d)   The applicable Users are solely responsible for the manner, hours, and cost in which the services are performed or requested. Users are solely responsible for all taxes, withholdings and other statutory, regulatory, or contractual obligations of any sort (including, but not limited to, those relating to the provision of investment advice, commodities advice, securities, commodities, and ethical hacking). A User's use of the Request Network does not make it a service provider or vender to Glitch. No User, solely on account of their being a User, is entitled to participate in any employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs of Glitch. Similarly, Glitch makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Exchange requested or services provided by, or the communications of or between, Users identified through the Request Network, whether in public, private, online or offline interactions.

4) **AGREEMENT BETWEEN CONSUMERS AND VALIDATORS**

(a)   You acknowledge and agree that an agreement between you and at least one other User, but not Glitch, is formed when you agree to an Exchange with another User. The terms of such agreement include, at minimum, the terms set forth herein, the terms of the Exchange, and any other terms accepted by the applicable parties to the extent such terms do not conflict with the terms in this Agreement and do not expand Glitch's obligations or restrict Glitch's rights under this Agreement.

(b)   Every User agrees that Glitch is not a party to any agreement between or among Users, unless expressly stated otherwise in each instance.

5) **USING THE REQUEST NETWORK**

(a)   **Generally**. Provided that a User is permitted to use the Request Network and conditioned on such User's continuing compliance with the Agreement, Glitch shall make the Request Network available to the User on a non-exclusive, non-transferable basis.

(b)   <u>Use Guidelines</u>. Users shall not (and shall not allow any third party on their behalf to):

(i)   license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise exploit or make the Request Network available to any third party without Glitch's prior written consent, which may be withheld in its sole discretion;

(ii)   interfere with or disrupt the integrity or performance of the Request Network or the data contained therein;

(iii)   attempt to gain unauthorized access to the Request Network or any of their related systems or networks;

(iv)   use the Request Network for any competitive purposes against Glitch;

(v)   modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Request Network;

(vi)   circumvent use restrictions that are built into the Request Network;

(vii)   remove any proprietary notices, labels, or marks from the Request Network;

(viii)   frame or mirror any content forming part of the Request Network;

(ix)   access the Request Network in order to copy any ideas, features, functions, services, or graphics found within it;

(x)   use the Request Network manage or perform any illegal operations;

(xi)   use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the technology underlying the Service (including Glitch's proprietary software and apps which may be available for download on Request Network);

(xii)   use the Request Network to send any unsolicited commercial communication not permitted by applicable law;

(xiii)   list, post, or otherwise act in a way that would infringe the intellectual property rights of another;

(xiv)   endanger any part of any system or Internet connection of Glitch or any third party through use of the Request Network; or

(xv)   breach any applicable laws (including without limitation any privacy or securities laws) when using the Request Network.

While Glitch uses reasonable efforts to ensure Users comply with the foregoing, it cannot do so in all instances. Glitch further cannot directly control how Validators or Consumers may use any software it makes available as part of the Request Network.

6)   **USER RESPONSIBILITIES**

(a)   **Validator Responsibilities**. Validators shall complete the necessary on-boarding steps as identified and amended by Glitch from time to time, including, without limitation, signing using their applicable hotkey during registration. Validators shall cooperate with Glitch or its agents as requested to verify any information provided by the Validator. To the extent that Validator breaches any of this Section, such Validator may be removed as a Validator on the Request Network in addition to any other liabilities resulting from their actions or inactions.

(i)   License to Request Network. Validators agree that by offering their services on the Request Network, they are providing the Request Network a non-exclusive, fully paid up, royalty-free, worldwide, sub-licensable (with the right to sublicense through multiple tiers), and transferable license to make, have made, import, use, reproduce (if necessary and only for marketing the services), distribute, publicly perform, and publicly display such Validator's offering for the purposes of operating and marketing the Request Network.

(ii)   Content Quality and Liability. The Validators shall be solely responsible for the quality, delivery, maintenance, and defense of any claims and payment of any liabilities related to their offering on the Request Network. Validators shall indemnify and hold Glitch harmless and shall make no claims against Glitch relating to the foregoing.

(b)   **Consumer Responsibilities**. Consumers shall comply with all stated terms a Validator may post regarding an Exchange, including, without limitation, any restrictions on where the output can be delivered or offered for sale, warnings or instructions for use, and pricing. To the extent that Consumer breaches the preceding, such Consumer may be prohibited on the Request Network as well as risk claims from the Validators and Glitch. The Consumer shall indemnify and hold Glitch harmless and shall make no claims against Glitch relating to the foregoing.

(c)   **Non-Circumvention**. Neither Validators nor Consumers may circumvent the Request Network for the purpose of setting up a direct relationship between two or more Users to establish terms of an Exchange that otherwise would be offered through the Request Network, unless the Request Network has expressly granted permission otherwise, and, then, only within the scope of that permission. No User may reproduce any content uploaded to the Request Network for sale on another platform or through themselves, except as permitted by Glitch and/or the applicable Validator. Each User shall promptly notify Glitch if there is a breach of this section.

7)   **SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS**

If you wish to become a User, you will be prompted to create an account, which includes a sign-in name ("**Sign-In Name**"), a password ("**Password**") which can be provided with OAuth authentication services as identified by Glitch, and other certain additional information, such as wallet addresses, that will assist in authenticating your identity when you log-in in the future ("**Unique Identifiers**"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one User. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered or payments made through the Site using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. Glitch will not be liable for any loss or damage caused by any unauthorized use of your account.

8)   **PAYMENT PROCESSING; STRIPE INTEGRATION; KYC/AML**

(a)   **Payment Processing**. All payments made through the Request Network are processed through Stripe, a third-party payment processor. By using the Request Network to make or receive payments, you acknowledge and agree that the processing of such payments are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "**Stripe Services Agreement**"). By agreeing to these terms or continuing to operate as a User on the Request Network, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time.

(b)   **User Responsibilities**. You agree to provide accurate and complete information about yourself and your payment information as requested by Stripe and the Request Network. You must ensure that your payment details are current and valid for the processing of transactions. You further agree to comply with all applicable laws and regulations when using Stripe's payment services, including those related to fraud prevention, money laundering, and the terms set forth by Stripe.

(c)   **Fees and Charges**. The Request Network presently does not charge any fee for its use. However, it may charge fees for certain transactions, which will be clearly communicated to you before you complete a transaction. Additionally, Stripe may impose its own fees for processing payments, which are detailed in the Stripe Services Agreement. By using the Request Network's services, you consent to the deduction of applicable fees from the transaction amount, including any fees imposed by Stripe.

(d)   **Limitation of Liability**. The Request Network is not responsible for any issues or disputes arising from payment transactions processed by Stripe. Any payment disputes or issues must be resolved directly with Stripe in accordance with their Dispute Resolution Process as identified in the Stripe Services Agreement. We disclaim all liability for any losses or damages resulting from payment processing issues, including but not limited to transaction errors, payment delays, and unauthorized transactions. Your use of Stripe's payment services is at your own risk, and Stripe's terms and conditions will govern your rights and obligations in such matters.

(e)   **Termination of Payment Services**. We reserve the right to terminate or suspend your access to our payment services at any time, with or without notice, for any reason, including but not limited to violation of these Terms or the Stripe Services Agreement. Upon termination of your access to our payment services, you remain responsible for any outstanding payments and fees incurred prior to termination. You must resolve any issues related to your Stripe account directly with Stripe.

(f)   **KYC/AML Compliance**. Stripe provides the Request Network compliance services for its use. By using the Request Network, you agree to Stripe conducting the following:

(i)   Identity Verification. You consent to the collection and verification of your personal information by Stripe for KYC purposes. This may include providing documents and information as required by Stripe.

(ii)   Compliance with Laws. You agree to comply with all applicable laws and regulations related to KYC and AML. You acknowledge that your ability to use our services may be contingent upon the successful completion of these checks.

(iii)   Data Sharing. You authorize the Request Network to share your personal information with Stripe for the purposes of identity verification and compliance with KYC and AML regulations. Stripe's privacy policy, which details how your information is handled, can be found here.

(iv)   Failure to Comply. If you fail to provide the required information or if Stripe is unable to verify your identity, we reserve the right to terminate or suspend your access to our services.

(v)   Ongoing Monitoring. You agree that Stripe may conduct ongoing monitoring to ensure continued compliance with KYC and AML requirements. This may include periodic requests for updated information and verification.

9)   **PRIVACY AND DATA PROTECTION**

(a)   **Data.** "**Personal Information**" means any information obtained in connection with your use of the Request Network that can reasonably be used to identify you or any other natural person related to or connected to you, including but not limited to full name, contact information, precise location information, or any Unique Identifier, or may otherwise be considered "personal data" by a governmental authority. Glitch agrees to process only Personal Information as is necessary to provide the Request Network to the User. Glitch agrees that any Personal Information obtained in connection with a User shall be used solely for the purpose of providing the Request Network to such User, and for no other purpose, unless expressly authorized in writing by the User, which shall, at a minimum, represent and warrant that it has the right to use the Personal Information as described. Glitch agrees that it shall not disclose Personal Information to any third parties, except as permitted by the User, the Recipient, the party whose personal data it is, or as required by law. Glitch shall retain material containing Personal Information obtained in connection with a User's use of the Request Network only so long as necessary to perform the services or carry out its obligations to the User.

(b)   **Security.** Glitch agrees to implement appropriate legal, technical, and organizational measures to protect Personal Information against unauthorized or unlawful use, access, and processing, and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach or attempted breach of

Glitch's security measures ("**Information Security Breach**"), keeping in mind the nature of the information. Glitch shall promptly notify the User if Glitch learns or has reason to believe that an Information Security Breach has occurred or is reasonably likely to occur. Upon any such discovery, Glitch will (i) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Breach, and (ii) provide the User with assurances reasonably satisfactory to the User that such Information Security Breach will not recur.

(c) **Investigations.** Glitch shall provide reasonable assistance and support and assist the User in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to the collection, maintenance, use, processing, or transfer of Personal Information pursuant to the User's use of the Request Network. Glitch shall provide to the User, its authorized representatives, and/or an independent inspection body designated by the User, on reasonable notice, (i) access to Glitch's information processing premises and records, and (ii) reasonable assistance and cooperation of Glitch's relevant personnel for the purpose of auditing Glitch's compliance with its obligations under this Agreement.

For more information on privacy, please refer to our Privacy Policy.

10) **CONFIDENTIALITY**

(a) **User Obligations**. Users shall not disclose any other agreements entered into with Glitch, which are Glitch's confidential information. Without limiting the foregoing, Users shall safeguard the confidentiality of such agreements or other information which is either marked or intended to be a confidential communication between Glitch and the User with the same degree of care, but no less than reasonable care, that User uses to protect User's own confidential information. The foregoing obligations shall not apply to the extent that such applicable portion of the confidential information is already or becomes publicly known through no wrongful act of the User. Users may disclose Glitch confidential information to the extent minimally necessary to provide services to a Consumer, comply with an order of a court or governmental administrative body of competent jurisdiction, or as otherwise required by law; provided that the User shall first give notice to Glitch such that Glitch has the opportunity to contest such order or requirement of disclosure, or seek an appropriate protective order.

(b) **Glitch Obligations**. Glitch shall not disclose any User confidential information it may collect without User's prior consent, except that Glitch may (i) disclose as required by law, (ii) disclose if such information is no longer confidential through no fault of Glitch, (iii) disclose to Glitch's service providers to the extent necessary for such to perform their job duties for Glitch, provided that such services providers are bound by at least as restrictive a confidential information agreement as contained herein, and (iv) aggregate and anonymize data for reporting and analytical purposes, provided that in such case Glitch will not individually identify any User in such reporting or analytics. Glitch shall safeguard the confidentiality of the User confidential information with the same degree of care, but no less than reasonable care, that Glitch uses to protect Glitch's own confidential information.

11) **INTELLECTUAL PROPERTY**

(a) **Content**. The Request Network contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of Glitch (collectively referred to as the "**Content**"). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your permission to access and/or use the Content and the Request Network automatically terminates and you must immediately destroy any copies you have made of the Content.

(b) **Trademarks**. The trademarks, service marks, and logos of Glitch (the "**Glitch Trademarks**") used and displayed on the Request Network are registered and unregistered trademarks or service marks of Glitch. Other company, product, and service names located on the Request Network may be trademarks or service marks owned by others (collectively with Glitch Trademarks, the "**Trademarks**"). Nothing on the Request Network 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 the establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Glitch Trademarks inures to our benefit.

   (i) Elements of the Request Network are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

   (ii) Unless otherwise agreed between Glitch and you, the Request Network is made available solely for license, not sale, to you and other prospective customers under the terms, conditions and restrictions of the license agreement made available to you herein and when engaging with the Request Network.

   (iii) You will comply with all terms and conditions of the Exchange you obtained through the Request Network, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing, and transfer of those licensed products or services.

   (iv) You will not cause, induce, or permit others' noncompliance with the terms and conditions of any of these Product and service license agreements.

(c) **Resultant Data**. Notwithstanding anything to the contrary, Glitch shall have the right to collect and analyze Users' uploaded or provided data and other information, on an anonymized and aggregated basis, relating to the provision, use and performance of various aspects of the Request Network, related systems and technologies, and any other data that does not identify any particular person ("**Resultant Data**"), and Glitch will be free (during and after the term of the applicability of the Agreement to any party) to use, modify, and disclose such Resultant Data, including without limitation, for the purpose of improving and enhancing Glitch's products and services. In furtherance of the foregoing, Users hereby unconditionally and irrevocably grant to Glitch an assignment of all right, title, and interest in and to the Resultant Data, including all intellectual property rights relating thereto. For the avoidance of doubt, Resultant Data shall not include any User Personal Data or Personal Data of another without such person's consent.

(d) **Feedback**. Glitch shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its services and business any suggestions, enhancement requests, recommendations or other feedback provided by Users relating to the operation of the Request Network.

(e) **Other Intellectual Property**. Glitch and its licensor(s) are and will remain the sole and exclusive owners of all intellectual property and other rights in and to the Request Network and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and Trademarks and other intellectual property rights, subject only to the limited license granted herein or explicitly between you and us. You do not and will not have or acquire any ownership of these intellectual property rights in or to the foregoing.

12) **RELIANCE ON INFORMATION POSTED**

The information presented on or through the Request Network is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any unregistered user of the Request Network, or by anyone who may be informed of any of its contents. All statements and/or opinions expressed in these materials not provided by Glitch, are solely the opinions and the responsibility of the person or entity providing those materials. Glitch is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties through the Request Network.

13)   **EXTERNAL SITES; THIRD-PARTY VENDORS**

The Request Network may contain links to third-party websites, including, without limitation, websites maintained or owned by other Users or the websites of third-party vendors that may provide services complimentary to our services ("**External Sites**"). These links are provided solely as a convenience to you and not as an endorsement by us of such External Sites. The External Sites are developed and provided by others, and you should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites or the third-party vendors highlighted on such External Sites, and we do not make any representations regarding the content or accuracy of materials on such External Sites or any such third-party vendors. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

14)   **REPRESENTATIONS AND WARRANTIES**

        (a)   **General**. Each User represents to Glitch and the other Users it may engage with that (i) it has the full power to accept the Agreement and to perform its obligations hereunder and under any Exchange agreement, (ii) they are at least 18 years old and otherwise competent to accept the Agreement and/or the terms of any Exchange they may enter into, and (iii) their entering into this Agreement or any Exchange will not result in any breach of any terms and conditions of, or constitute a default under, any other agreement to which such party is bound.

        (b)   **Validators**. Validators represent and warrant that they have the necessary licenses and approvals to offer the products and services in any Exchange they enter into. Validators further warrant that they have the necessary licenses and approvals for worldwide, throughout the universe for the distribution of the outputs they offer. Validators shall fully indemnify and hold Glitch harmless from any Losses (defined below) if any of their Exchange offerings or their outputs are found to have been made in violation of applicable law.

        (c)   **Consumers**. Consumers represent and warrant that they are entering into Exchanges for their own account and for no other purpose than to personally possess and enjoy outputs of such Exchanges. Consumers shall comply with all applicable rules and regulations regarding the provisions of the products or services sought and shall comply with any terms put forward by a Validator in an Exchange they enter into.

15)   **INDEMNIFICATION**

        (a)   **Generally**.

            (i)   You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or relating to any claim concerning: (A) breach of the Agreement or violation of applicable law by you; or (B) a dispute between you and any of your customers or users. You will reimburse us for reasonable attorneys' fees and expenses, associated with claims described in (A) and (B) above.

            (ii)   We will defend, indemnify, and hold harmless you and your employees, officers, directors, and representatives from and against any Losses arising out of or relating to any claim concerning our

material and intentional breach of this Agreement. We will reimburse you for reasonable attorneys' fees and expenses associated with the claims described in this paragraph.

(b)   **Intellectual Property**. Subject to the limitations in this Section, you will defend Glitch, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of your content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c)   **Process**. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

16)   **LIMITATION OF LIABILITY**

IN NO EVENT WILL Glitch, AND/OR Glitch'S PARENT, SUBSIDIARY, LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH Glitch, THE "**Glitch AND AFFILIATES**"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF THE REQUEST NETWORK, THIS AGREEMENT, AND/OR YOUR USE OF OR ENGAGEMENT IN ANY EXCHANGE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY OF Glitch AND AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Glitch AND AFFILIATES' ENTIRE LIABILITY WITH RESPECT TO ANY OF THE FOREGOING SHALL BE LIMITED TO $500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

17)   **DISCLAIMERS; RISK**

(a)   **DISCLAIMER**. THE REQUEST NETWORK IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE REQUEST NETWORK, THE THIRD-PARTY CONTENT, OR THE THIRD-PARTY SERVICES, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE REQUEST NETWORK, ANY THIRD-PARTY CONTENT, OR ANY THIRD-PARTY SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED AND ARE NOT RELYING UPON ANY REPRESENTATION OR WARRANTY FROM Glitch THAT IS NOT OTHERWISE IN THIS AGREEMENT OR IN A SEPARATE WRITTEN AGREEMENT BETWEEN US, AND YOU AGREE YOU WILL NOT TAKE A POSITION IN ANY PROCEEDING THAT IS INCONSISTENT WITH THIS PROVISION.

(b)   **RISKS**.

(i)   THE REQUEST NETWORK RELIES ON EMERGING TECHNOLOGIES, SUCH AS THE OPENTENSOR FOUNDATION AND BITTENSOR. SOME ELEMENTS OF THE REQUEST NETWORK ARE SUBJECT TO INCREASED RISK THROUGH YOUR POTENTIAL MISUSE OF THINGS SUCH AS PUBLIC/PRIVATE KEY CRYPTOGRAPHY OR FAILING TO PROPERLY UPDATE OR RUN SOFTWARE TO ACCOMMODATE PROTOCOL UPGRADES. BY USING THE REQUEST NETWORK, YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS.

(ii)   YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS AND UPGRADING YOUR SOFTWARE AND PROCESSES TO ACCOMMODATE THE REQUEST NETWORK AND PROTOCOL UPGRADES, AND THAT YOU HAVE A WORKING KNOWLEDGE OF THE USAGE AND INTRICACIES OF DIGITAL ASSETS SUCH AS TAO AND OTHER DIGITAL TOKENS. IN

PARTICULAR, YOU UNDERSTAND THAT WE DO NOT OPERATE THE BITTENSOR PROTOCOL OR ANY OTHER BLOCKCHAIN PROTOCOL, COMMUNICATE OR EXECUTE PROTOCOL UPGRADES, OR APPROVE OR PROCESS BLOCKCHAIN TRANSACTIONS ON BEHALF OF YOU. YOU FURTHER UNDERSTAND THAT BLOCKCHAIN PROTOCOLS PRESENT THEIR OWN RISKS OF USE, WHICH SUPPORTING OR PARTICIPATING IN THE PROTOCOL MAY RESULT IN LOSSES IF YOUR PARTICIPATION VIOLATES CERTAIN PROTOCOL RULES, THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE, AND THAT YOUR PRIVATE KEY AND SECRET RECOVERY PHRASE MUST BE KEPT SECRET AT ALL TIMES. WITH RESPECT TO THIRD PARTIES, YOU ARE AWARE THAT SOCIAL ENGINEERING SCAMS LIKE PIG BUTCHERING PERPETRATED BY MALICIOUS THIRD PARTIES IS A RISK AND YOU AGREE THAT YOU AND YOU ALONE ARE RESPONSIBLE FOR TRANSACTIONS OR AGREEMENTS WITH SUCH THIRD PARTIES THAT MAY LEAD TO INJURY. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR VERIFYING THE LEGITIMACY OR SAFETY OR SUITABILITY OF ANY THIRD-PARTY APPLICATIONS OR EXCHANGES. YOU ARE AWARE THAT THERE ARE TECHNICAL MEASURES IN CERTAIN OFFERINGS THAT IMPROVE USER SAFETY, AND YOU ARE SOLELY RESPONSIBLE FOR UNDERSTANDING HOW THEY FUNCTION AND USING THEM AS APPROPRIATE.

(iii)   YOU FURTHER UNDERSTAND AND ACCEPT THAT DIGITAL ASSETS, SUCH AS TAO, PRESENT MARKET VOLATILITY RISK, TECHNICAL SOFTWARE RISKS, REGULATORY RISKS, AND CYBERSECURITY RISKS. YOU UNDERSTAND THAT THE COST AND SPEED OF A BLOCKCHAIN-BASED SYSTEM IS VARIABLE, THAT COST MAY INCREASE DRAMATICALLY AT ANY TIME, AND THAT COST AND SPEED IS NOT WITHIN THE CAPABILITY OF Glitch TO CONTROL. YOU UNDERSTAND THAT PROTOCOL UPGRADES MAY INADVERTENTLY CONTAIN BUGS OR SECURITY VULNERABILITIES THAT MAY RESULT IN LOSS OF FUNCTIONALITY OR Glitch NEEDING TO ADAPT OR CHANGE THE FEATURES OF THE REQUEST NETWORK.

(c)   YOU AGREE THAT Glitch IS NOT RESPONSIBLE FOR THE REGULATORY STATUS OR TREATMENT IN ANY JURISDICTION OF ANY DIGITAL ASSETS OR AGREEMENTS RELATED TO THE REQUEST NETWORK. YOU EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE REQUEST NETWORK.

18)   **BINDING ARBITRATION AND CLASS ACTION WAIVER**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

(a)   **Binding Arbitration**. Any dispute, claim or controversy relating in any way to this Agreement, the Request Network, or your use of or engagement in an Exchange will be resolved by binding arbitration as provided in this Section, rather than in court, except that you may assert claims in small claims court if your claims qualify.

(i)   **If you are located in the United States**: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware. The Federal Arbitration Act and federal arbitration law apply to the Agreement or the Request Network. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of the Agreement as a court would. The arbitration will be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures (the "**Rules**") as those Rules exist on the effective date of the Claim, including Rules 16.1 and 16.2 of those Rules. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in a Federal District Court or a California state court located in San Mateo County, California or as near as possible to the same. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the

interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of the Agreement, including any claim that all or any part of the Agreement is void or voidable. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(ii) **If you are located outside the United States**: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the state of Delaware. Any dispute, claim or controversy relating in any way to the Agreement, the Request Network, or your use of or engagement in an Exchange, will be resolved by binding arbitration as provided in above in this section or, in Glitch's sole discretion, using London Court of International Arbitration ("**LCIA**") for arbitration rather than JAMS. Prior to commencing any formal arbitration proceedings, parties shall first seek settlement of any claim by mediation in accordance with the LCIA Mediation Rules. If the dispute is not settled by mediation within 14 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA rules, which are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The seat or legal place of arbitration shall be remote if possible and if not possible, then London, England.

(b) **Class Action Waiver**. YOU AND WE AGREE THAT EACH 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 PROCEEDING. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless both you and Glitch agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award 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. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(c) **30-Day Right to Opt Out**. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the email address legal@Glitch.io with subject line LEGAL OPT OUT. The notice must be sent within 30 days of your first entry into the Request Network, otherwise you shall be bound to arbitrate disputes and will be deemed to have agreed to waive any right to pursue a class action in accordance with the terms of those paragraphs. If you opt-out of these provisions, we will also not be bound by them.

19) **EQUITABLE RELIEF**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce the Agreement. We may, without waiving any other remedies under the Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above.

20) **RELEASE**

THE REQUEST NETWORK IS ONLY A VENUE FOR CONNECTING USERS. BECAUSE Glitch IS NOT A PARTY TO OR OTHERWISE INVOLVED IN THE ACTUAL AGREEMENT BETWEEN USERS OR IN THE RENDERING OF THE SUBSTANTIVE

PART OF ANY EXCHANGE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU HEREBY RELEASE Glitch AND AFFILIATES AND THEIR CORPORATE PARTNERS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL, OR EXEMPLARY), EXPENSES, LOSSES, GOVERNMENTAL OBLIGATIONS, SUITS AND/OR CONTROVERSIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

21) **TERMINATION OF THE AGREEMENT**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement with you and your access to all or any part of the Request Network, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Request Network at any time on notice without liability. Notwithstanding any other provisions of the Agreement, or the termination or expiration of the Agreement for any reason, it is agreed that those rights and obligations which by their nature are intended to survive such termination or expiration will remain in effect beyond any termination or expiration of the Agreement. This includes, but is not limited to, the provisions relating to intellectual property, confidentiality, indemnification, disclaimers, limitation of liability, release, binding arbitration and class action waivers, and any other provisions that by their nature are intended to survive termination.

22) **DIGITAL MILLENNIUM COPYRIGHT ACT**

Glitch respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "**Act**") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

> Copyright Agent:
>
> Glitch Financial
> 111 Anza Blvd, Ste. 212, Burlingame, CA 94010
> legal@Glitch.io

If you believe that your work has been copied on the Request Network in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (a) a description of the copyrighted work that has been infringed and the specific location on the Request Network where such work is located; (b) a description of the location of the original or an authorized copy of the copyrighted work; (c) your address, telephone number and e-mail address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (e) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

23) **LINKING TO THE PLATFORM**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any links at any time without notice at our discretion.

24)   **NOTICES**.

      (a)   To You. We may provide any notice to you using commercially reasonable means, including: (i) posting a notice on Glitch website; (ii) sending a message to the email address then associated with your account (if provided); (iii) posting the notice in the interface of the Request Network or GitHub repositories; or (iv) using public communication channels. Notices we provide by posting on Glitch website, GitHub repositories, or using public communication channels will be effective upon posting. You will be deemed to have received any email sent to the email address then associated with you when we send the email, whether or not you actually receive the email.

      (b)   To Us. To give us notice under the Agreement, you must contact us by email at legal@Glitch.io.

25)   **COMMUNICATIONS WITH US**

Although we encourage you to communicate with us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you, and we may utilize or protect such information as our own.

We encourage all Users to join our Discord here https://discord.gg/GCYuSkDM and check and participate in the Request Network channel "request-network-forum".

26)   **AMENDMENTS TO THIS AGREEMENT**

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platform and Products thereafter. Your continued use of the Platform following the posting of a revised Agreement means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

27)   **MISCELLANEOUS**

      (a)   You may not transfer, delegate, or assign or sell any rights or obligations you have under this Agreement. Glitch reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. Any transfer, delegation, or assignment in violation of this Agreement is null and void.

      (b)   We may comply with any subpoena, levy, or other legal process which We believe to be valid. We may notify you of such process electronically, by phone, or in writing.

      (c)   Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

      (d)   Neither party nor their respective affiliates will be liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, utilities or other telecommunications failures, cyber-attacks,

earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

(e)   We and you are independent contractors, and the Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

(f)   All communications and notices made or given pursuant to the Agreement must be in the English language. If we provide a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.