

## Terms of Use

Last Updated: March 20 2026.

### 1. Acceptance and Overview

These terms of use are entered into by and between you and Fluent Foundation (“**Fluent Foundation**”, “**we**”, “**us**”, or “**our**”) who owns and operates the network located at [fluent.xyz](https://fluent.xyz) and [fluentfoundation.xyz](https://fluentfoundation.xyz) (the “**Site**”), as any content, functionality, smart contracts, distributed applications and services offered by Fluent Foundation in connection with the Fluent network (collectively, the “**Services**”).

These Terms of Use together with any documents and additional terms they expressly incorporate by reference, which includes any other terms and conditions or other agreement that Fluent Foundation posts publicly or makes available to you or the company or other legal entity you represent (“**you**” or “**your**”) (collectively, these “**Terms**”) govern your access to and use of the Services and participation in the Fluent network.

**Please read these Terms carefully, as these Terms govern your use of the Services. These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Services. By accessing or using the Services, you accept and agree to be bound by and to comply with these Terms. If you do not agree to these Terms, then you must not access or use the Services.**

**SECTION 14 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO FLUENT FOUNDATION'S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED BELOW.**

### 2. Modifications to these Terms

Fluent Foundation reserves the right, in its sole discretion, to modify these Terms from time to time. If Fluent Foundation make changes, it will provide you with notice of such changes, such as by providing notice through the Services or updating the “Last Updated” date at the top of these Terms. Unless stated otherwise in a notice, all such modifications are effective immediately, and your continued use of the Services after notice is provided confirms your acceptance of the changes. Any changes to the dispute resolution provisions set forth in Section 14 will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Site. If you do not agree to the amended Terms, then you must stop using the Site and the Services.

### 3. Description of Services

The Services provide a means of access to the Fluent network, which is a permissionless second-layer economic protocol built on Ethereum that supports applications from multiple VMs within one state machine (the “**Network**”). The Network leverages public smart contracts to enable a wide range of applications and functionalities on the Ethereum network. The Services are distinct from the Network and is one, but not the exclusive, means of accessing and interacting with the Network. By using the Services, you understand that you are not you are not entering into any Digital Asset transactions with Fluent

Foundation directly, but are instead transacting with other participants on the Network.

To use the Services, you may be required to use a digital wallet, which allows you to interact with public blockchains. Your use of that digital wallet and your relationship with that digital wallet provider is governed by the applicable terms of service made available by the applicable third party provide. We do not have custody or control over the contents of your digital wallet and have no ability to retrieve or transfer its contents. By connecting your digital wallet to our Services, you agree to be bound by these Terms.

#### 4. Use of Services

4.1. As a condition to accessing or using the Services, you represent and warrant to Fluent Foundation the following:

- if you are entering into these Terms as an individual, then you are of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them;
- if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
- you must not be a resident, citizen or agent of, or incorporated in, and do not have a registered office in Iran, Cuba, North Korea, Syria, Myanmar (Burma), the regions of Crimea, Donetsk or Luhansk, or any other country or region that is the subject of comprehensive country-wide or region-wide economic sanctions by the United States (collectively, "**Restricted Territories**");
- you are not the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) (collectively, "**Sanctioned Person**");
- you do not intend to transact with any Sanctioned Person;
- you explicitly agree that the smart contracts built into the Services are legally binding and enforceable upon you and the contract counterparty;
- you do not, and will not, use a VPN or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services; and
- your access to the Services (a) is not prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Fluent Foundation, you, the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "**Applicable Laws**"); and (b) does not contribute to or facilitate any illegal activity.

4.2. As a condition to accessing or using the Services, you acknowledge, understand, and agree to the following:

- from time to time, the Services may be inaccessible or inoperable for any reason, including: (a) equipment or technology or other infrastructure delay, inaccessibility, or malfunctions; (b) periodic maintenance procedures or repairs that Fluent Foundation, its affiliates, its decentralized community, or any of its suppliers or contractors may undertake from time to time; (c) causes beyond Fluent Foundation's control or that Fluent Foundation could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external

partners for any reason. Without limitation of any other provision of these Terms, and as set forth below, Fluent Foundation has no responsibility or liability for any losses or other injuries resulting from any such events;

- we reserve the right to disable or modify access to the Services (such as restricting features of the Services) at any time in the event of any breach of these Terms, including, if Fluent Foundation reasonably believe any of your representations and warranties may be untrue, misleading, or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason;
- the Services may evolve, which means Fluent network community may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in its sole discretion;
- the availability of the Services or other data provided on the Site does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation;
- Fluent Foundation does not act as an agent for you or any other user of the Services;
- you are solely responsible for your use of the Services, including all products and features available via the Site, including smart contracts, decentralized applications, APIs and all other software that Fluent Foundation or a third party has developed for using blockchain-based assets (collectively, “**Digital Assets**”);
- to the fullest extent not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
- you alone are responsible for evaluating any code provided by or used for the Services;
- you are solely responsible for reporting and paying any taxes applicable to your use of the Services;
- we have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any Digital Assets that you may transfer to or from a third party, and if you experience a problem with any transactions in Digital Assets using the Services, then you bear the entire risk; and
- we may, from time to time, operate contests, promotions, sweepstakes or other activities or offer referral programs (“**Promotions and Referrals**”), which may be governed by separate terms and conditions and rules that may contain certain eligibility requirements; and you are responsible for reading all terms and conditions and rules relating to the Promotions and Referrals to determine whether you are eligible to participate; if you enter or participate in any Promotions and Referrals, then you agree to abide by and to comply with all terms and conditions and rules of such Promotions and Referrals; all Promotions and Referrals will be optional so you should not enter or participate in such Promotions and Referrals if you do not agree to abide by and comply with all such terms and conditions and rules.

4.3. As a condition to accessing or using the Services, you covenant to Fluent Foundation the following:

- in connection with using the Services, you only will transfer legally-obtained Digital Assets that belong to you;
- you will obey all Applicable Laws in connection with using the Services, and you will not use the Services if the laws of your country, or any other Applicable Law, prohibit you from doing so;
- any Digital Assets you use in connection with the Services are either owned by you or you are validly authorized to carry out actions using such Digital Assets; and
- in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will (a) ensure that, at all times, all information that you provide on the Site and during your use of the Services is current, complete, and accurate; and (b) maintain the

security and confidentiality of your private keys associated with your public address, passwords, API keys, and other related credentials.

## 5. Fees

Some services may involve the use of blockchains, including the Ethereum blockchain, which may require that you pay a fee, such as “**Transaction Fees**”, for the computational resources required to perform a transaction. You acknowledge and agree that the Fluent Foundation has no control over these fees, including: (a) any blockchain transactions; (b) the method of payment of any Transaction Fees; or (c) any actual payments of Transaction Fees. Accordingly, you must ensure that you have a sufficient balance of digital assets, such as ETH, stored in your digital wallet to complete any transaction on the Ethereum blockchain network before initiating such transactions. You may be subject to additional fees and charges, including fees required to access certain smart contracts. You acknowledge that such fees may be adjusted from time to time by us or by other users who set the terms of their own smart contracts. If you do not agree with the fees charged for functionality, do not use or access the Services.

## 6. Prohibited Activity

You agree that you will comply with these Terms and all applicable laws that apply to you in connection with your access to and use of the Services. By using the Services, you confirm that you will not engage in any of the categories of activity set forth below (“**Prohibited Uses**”):

- violate any Applicable Laws including any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as the Bank Secrecy Act and the U.S. Department of Treasury’s Office of Foreign Asset Controls;
- circumvent, or attempt to circumvent, any geographical restrictions, privacy measures, or other access controls, including the use of VPNs for such purposes;
- use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Site or the Services in any manner;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services, to extract data, or to introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services;
- use or access the Services to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion;
- bypass or breach any security device, or protection used by or in connection with the Services, including in connection with the access or use of the Services;
- remove, obscure, or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Site or the Services;
- use the Services in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable, or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance or violent acts against others;
- harass, abuse or harm another person, including Fluent Foundation community members, employees, consultants, and service providers;
- impersonate another user of the Services or otherwise misrepresent yourself;
- engage or attempt to engage, or encourage, induce or assist any third party to engage or attempt to engage in any of the activities prohibited under this Section 7 or any other provision of these

- Terms; or
- engage in or allow any action involving Services that is inconsistent with these Terms.

## 7. Content

7.1. License. You hereby grant to us a royalty-free, fully paid-up, sublicensable (through multiple tiers), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any content that is available to other users as a result of your use of the Site or the Services (collectively, “**Content**”), including for promoting Fluent Foundation or the Services. You represent and warrant that (a) you own your Content or have the right to grant the rights and licenses in these Terms; (b) your Content and our use of your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party’s rights; and (c) your Content will comply with the Content Standards set forth in these Terms. You understand and acknowledge that you are responsible for any Content you submit or contribute, and you have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Fluent Foundation is not responsible, or liable to any third party, for the content or accuracy of any Content posted by you or any other user of the Services.

7.2. Monitoring and Enforcement; Termination. We have the right to:

- Remove or refuse to post any Content for any or no reason in our sole discretion;
- Take any action with respect to any Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of Fluent Foundation or the public or could create liability for the community;
- Disclose information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the wallet address or other information of anyone using or posting any materials on or through the Services.

However, we do not undertake to review material before it is posted on or through the Services or Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

7.3. Content Standards. These content standards apply to any and all Content and use of the Services. Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote or assist any unlawful act;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- Impersonate any person or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## 8. Risks

- 8.1. General Disclaimer.** Fluent Foundation does not make any representation or warranty of any kind, whether express or implied, statutory or otherwise, and Fluent Foundation specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, to the maximum extent permitted by applicable law. All Fluent Foundation Sites and Services are provided as-is and as available, exclusive of any warranty whatsoever, including with respect to completeness, security, quality, reliability, or availability. For clarity, and without limiting the generality of the foregoing, Fluent Foundation make no warranty of any kind that the Fluent Foundation Sites and Services, or any other products, services, opportunities, Rewards (as defined below), communications, or the results of the receipt of use thereof, will meet your or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, device, or other services, or be timely, secure, accurate, complete, free of harmful code, or error-free. You are responsible for implementing adequate measures to protect the security and integrity of your activities on the Internet, including by installing anti-virus protection and maintaining external backups to recover any lost data or information.
- 8.2. Blockchain Risks.** By accessing or using the Services, you understand and agree to the inherent risks associated with cryptographic systems and blockchain-based networks; Digital Assets, including the usage and intricacies of native Digital Assets, like ether (ETH); and systems that interact with blockchain-based networks. Fluent Foundation does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree (a) that Fluent Foundation is not responsible for the operation of the blockchain-based software and networks underlying the Services, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as "forks," which may materially affect the Services.
- 8.3. Professional Advice.** All information provided in connection with your access and use of the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking any action based on any information contained on the Site or any other information that we make available at any time, including blog posts, data, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Services, you should seek

independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

- 8.4. **Harmful Code.** Fluent Foundation is not responsible or liable for any software that may infect or otherwise affect the use of your computer equipment or other property on account of your access to or use of the Services or your downloading or otherwise acquiring any content or other information from or through the Services.
- 8.5. **Regulatory Risks.** You acknowledge and understand that the Services and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Fluent Foundation to continue to make available our proprietary software and could impede or limit your ability to access or use the Services. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information. You acknowledge and understand that Fluent Foundation may in its sole discretion take any action it deems appropriate to cooperate with government agencies or comply with Applicable Law.
- 8.6. **Digital Asset Risks.** Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Asset on the Site or otherwise during the use of the Services does not indicate our approval or disapproval of the technology on which the Digital Asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of Digital Asset.
- 8.7. **Digital Wallets.** If you provide information relating to your digital wallet on through, or in connection with the Services or any linked or related website that permits the payment, acquisition, or transfer of any type of currency or other assets, you understand and agree that you are solely responsible and liable for maintaining the security of your digital wallet and your control over your passwords, private keys, seed phrases, or other credentials relating to the access and use of your digital wallet. We are not responsible or liable for managing or maintaining the security of your digital wallet or for any unauthorized access to or use of your digital wallet, including but not limited to any loss of any assets or currency in such digital wallet. You acknowledge and agree that you understand that unauthorized access to your digital wallet by third parties could result in the loss or theft of the contents of your wallet and that we have no responsibility or liability for storing, retaining, securing, or recovering your digital wallet, access to your digital wallet, or the contents of your digital wallet, including any passwords, private keys, seed phrases, or other credentials. By providing or using any digital wallet in connection with the Services or any linked or related website, you agree that you are using the digital wallet under the terms and conditions of the applicable provider of the digital wallet. No digital wallet is created, operated, or maintained by Fluent Foundation or affiliated with Fluent Foundation. As a result, Fluent Foundation does not have custody or control over the contents of your digital wallet and have no ability to retrieve or transfer its contents. Your relationship with any digital wallet provider is governed by the applicable terms and conditions of that wallet provider, not these Terms.
- 8.8. **Assumption of Risks.** You hereby assume the risks set forth in these Terms, and acknowledge and agree that Fluent Foundation will have no responsibility or liability for the risks set forth in

this Section 9. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Fluent Foundation and our shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors (“**Representatives**”) related to any of the risks set forth in these Terms.

## **9. Intellectual Property Rights**

You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site. Certain smart contracts and software developed by us for the Network are made available to you under the APACHE, MIT or other open source license, available at <https://github.com/fluentlabs-xyz>, and the documentation and source code are available at <https://github.com/fluentlabs-xyz>. Other third-party technology provided for use in connection with the Network is owned by the third-party provider of such technology or is made available subject to the license identified with the technology. The Fluent Foundation name, logo and other related trademarks or service marks are the exclusive property of the community and may not be used without our prior written consent. If you breach these Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content on the Site or the Services is transferred to you, and all rights not expressly granted are reserved by the community. Any use of the Services not expressly permitted by these Terms is a breach of these and may violate copyright, trademark and other laws.

## **10. Indemnification**

You will defend, indemnify and hold harmless Fluent Foundation, the community, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns (collectively, the “**Fluent Foundation Parties**”) from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, debts and fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of, or conduct in connection with the Services; (b) your violation of any third party right; (c) the provision by you of any false or misleading information; (d) your violation of any law, rule or regulation; (e) your violation of these Terms; (f) your willful misconduct; (g) any feedback or Content you provide to Fluent Foundation or through your use of the Services; or (h) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Fluent Foundation Party, Fluent Foundation (or, at our sole discretion, the applicable indemnified party) will have the right, in our or its sole discretion, to control any action or proceeding and to determine whether Fluent Foundation wishes to settle, and if so, on what terms, and you agree to cooperate with Fluent Foundation in the defense.

## **11. Disclaimers.**

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, HACKS, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE NETWORK OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE NETWORK, ANY THIRD PARTY LINKS (INCLUDING BUT NOT LIMITED TO SMART CONTRACTS FAQs OR OTHER MATERIALS) ACCESSED THROUGH OR IN CONJUNCTION WITH THE NETWORK, OR ON ANY NETWORK LINKED TO IT.

YOUR USE OF THE NETWORK, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE NETWORK IS AT YOUR OWN RISK. THE NETWORK, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE NETWORK ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER

EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE NETWORK. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE NETWORK, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE NETWORK WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE NETWORK OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE NETWORK WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

YOU HEREBY IRREVOCABLY WAIVE, RELEASE AND DISCHARGE ALL CLAIMS, WHETHER KNOWN OR UNKNOWN TO YOU, AGAINST US, OUR AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES RELATED TO YOUR USE OF ANY WALLET SOFTWARE, ASSOCIATED LOSS OF FUNDS, TRANSACTION FAILURES, OR ANY OTHER DEFECTS THAT ARISE IN THE COURSE OF YOUR USE OF YOUR WALLET. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **12. Limitation on Liability**

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF FLUENT FOUNDATION PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE ANY OF THE SERVICES, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF ANY OF THE SERVICES OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF ANY OF THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF FLUENT FOUNDATION HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE SERVICES; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO ANY OF THE SERVICES; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH ANY OF THE SERVICES; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT

YOU ENGAGE IN VIA ANY OF OUR SERVICES, OR ANY OTHER PAYMENT OR TRANSACTIONS THAT YOU CONDUCT VIA ANY OF OUR SERVICES.

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

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

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

### **13. 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 AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

- 13.1. Informal Process First. Fluent Foundation is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to your satisfaction by emailing user support at support@fluent.xyz. However, if such efforts prove unsuccessful, you may send to Fluent Foundation, by certified mail, a written Notice of Dispute (“**Notice**”). The Notice should be sent to legal@fluent.xyz and must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If Fluent Foundation and you do not resolve the claim set out in the notice within sixty (60) calendar days from the date of receipt, you or Fluent Foundation may commence an arbitration proceeding. Both you and Fluent Foundation agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- 13.2. Agreement. Any disputes or claims arising in connection with these Terms, including questions related to their validity, existence, or termination, shall be conclusively and exclusively resolved through arbitration administered in accordance with the Rules of the London Court of International Arbitration then in effect (the “**LCIA Rules**”).
  - 13.2.1. If there is any inconsistency between any term of the LCIA Rules and any term of this arbitration agreement (“**Arbitration Agreement**”), the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the

application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would.

- 13.2.2. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
- 13.2.3. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration proceedings shall be conducted in English, the number of arbitrators shall be one, and the seat of arbitration shall be located in the Cayman Islands. The parties shall keep the arbitration proceedings confidential and not disclose any information regarding the arbitration to any third party except as required by law. The arbitrator has the authority to provide any remedy or relief that a court of competent jurisdiction could award, including injunctive relief. Any decision or award rendered by the arbitrator shall be final and binding, and any judgment may be entered in any court of competent jurisdiction. Each party is responsible for its own costs, expenses (including legal fees), and any other expenses incurred in connection with the arbitration proceedings.
- 13.2.4. Notwithstanding any provision in these Terms to the contrary, Fluent Foundation agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice address) while you are a user of the Service, you may reject any such change by sending Fluent Foundation written notice within thirty (30) calendar days of the change to [legal@fluent.xyz](mailto:legal@fluent.xyz). By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).
- 13.3. **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND FLUENT FOUNDATION EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND FLUENT FOUNDATION AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND FLUENT FOUNDATION EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, YOU AND FLUENT FOUNDATION AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT**

**WITH THE EXCEPTIONS CLAUSE ABOVE. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IF A COURT DECIDES THAT THE LIMITATIONS OF THIS PARAGRAPH ARE DEEMED INVALID OR UNENFORCEABLE, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL OR CONSOLIDATED OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.**

#### **14. Governing Law and Jurisdiction**

Subject to the below, in relation to any Dispute, each party irrevocably submits to the exclusive jurisdiction of the courts of the Cayman Islands and waives any objection to such Dispute being heard in such courts on the grounds of venue or on the grounds that the Dispute has been brought in an inconvenient forum. Notwithstanding any other provision of these Terms, you agree that we have the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. These Terms (and any Dispute arising under or in connection with these Terms) shall be governed by and construed in accordance with, in all respects including as to its validity, interpretation and effect, the laws of the Cayman Islands, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

#### **15. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE NETWORK MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **16. Entire Agreement**

These Terms and to any separate written agreement between you and Fluent Foundation, constitute the entire agreement between you and Fluent Foundation with respect to the subject matter of these Terms. There are no representations, covenants, or other terms other than those set out under these Terms. These Terms supersede any previous discussions, understandings, or agreements, between the parties relating to the subject matter of these Terms.

#### **17. Waiver and Severability**

No waiver of satisfaction of a condition or non-performance of an obligation under these Terms is effective unless it is in writing and signed by the party granting the waiver or that party's authorized representative. Unless expressly granted in writing and signed by the party granting the waiver or that party's authorized representative, no waiver will extend to any subsequent non-satisfaction of a condition or non-performance of an obligation under these Terms, whether or not of the same or similar nature to that which was waived. No waiver will affect the exercise of any other rights or remedies under these Terms. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will affect further exercise of any right or remedy. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not

affect the validity and enforceability of any remaining provisions.

### **18. Assignment**

You may not assign, transfer, sublicense, or convey these Terms, including any rights granted by Fluent Foundation and obligations assumed by you, except with Fluent Foundation's prior written consent. We may assign, transfer, sublicense, or convey these Terms, and our rights and obligations under them, to any third party without notice to you.

### **19. Contact Information**

If you have any questions, concerns or suggestions regarding the Services, Content, or these Terms, please contact us at [privacy@fluent.xyz](mailto:privacy@fluent.xyz).