

## TERMS OF USE

Last updated: [19 Dec 2023]

### AGREEMENT TO OUR TERMS OF USE

Moca Foundation ("Company," "we," "us," "our") operate the website <http://www.moca.foundation>, (along with any of its sub-pages or mobile applications that may be developed in the future, the "Site"). Your use of the Site is governed by these terms of use (the "Terms of Use").

If you have any questions about these Terms of Use, you can contact us by email at [info@moca.foundation](mailto:info@moca.foundation).

Please read these Terms of Use carefully. Before using the Site, you should understand these Terms of Use in full. If you have any questions or concerns about these Terms of Use, you should seek independent professional advice from individuals who are qualified and licensed to do so in your jurisdiction of residence.

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and us, concerning your access to and use of the Site. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. Updated Terms of Use will be effective upon the publication on our Site and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

We recommend that you retain a copy of these Terms of Use for your records.

#### 1. THE SITE

The information provided during your use or access of the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to use or access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## 2. INTELLECTUAL PROPERTY RIGHTS

### Our intellectual property

We are the owner or the licensee of all intellectual property rights on the Site, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Site (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"), except that we may use the trademarks, service marks and logos belonging to third parties with the appropriate permissions.

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties around the world.

The Content and Marks are provided in or through the Site "AS IS" for your personal, non-commercial use or internal business purposes only.

### Your use of our Site

Subject to your compliance with these Terms of Use, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Site; and
- download or print a copy of any portion of the Content to which you have properly gained access,

in each case, solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Site, Content, or Marks other than as set out in this section or elsewhere in our Terms of Use, please address your request to [info@moca.foundation](mailto:info@moca.foundation). If we ever grant you the permission to post, reproduce, or publicly display any part of the Site, Content, or Marks you must identify us as the owners or licensors of such Site, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Site, Content, and Marks.

Any breach of these intellectual property rights will constitute a material breach of our Terms of Use and your right to use or access the Site will terminate immediately.

## Your submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using the Site to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Site.

**Submissions:** By making any question, comment, suggestion, idea, feedback, or other information about the Site available on the Site ("Submissions"), you own any intellectual property rights in such Submission, but you grant us an irrevocable, perpetual, non-exclusive, fully paid-up, sub-licensable, transferrable worldwide, royalty-free, unrestricted licence to use, copy, reproduce, modify, create derivative works of, display, publish, distribution any Submissions in any form, medium or manner for any purpose.

You are responsible for what you post or upload: By making Submissions through any part of the Site you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES "and will not post, send, publish, upload, or transmit through the Site any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- confirm and acknowledge that the Submissions comply with the laws applicable to you;
- warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information, state secrets or trade secrets.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) these Terms of Use, (b) any third party's intellectual property rights, or (c) applicable law.

## 3. USER REPRESENTATIONS

Each time you use the Site, you represent and warrant that you:

- have the legal capacity and you agree to comply with these Terms of Use;
- any digital assets that you use on or in connection with the Site have been lawfully obtained by you;
- are not a minor in the jurisdiction in which you reside;

- will not access the Site through automated or non-human means, whether through a bot, script or otherwise;
- you are not the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States.
- will not use the Site for any illegal or unauthorized purpose;
- your use of the Site is , and will be, in compliance with all laws applicable to you and, in particular, that it is lawful for you to own any digital or blockchain-based assets which are necessary to access certain portions of the Site; and
- you will not use of the Site in a manner that violates any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend, terminate or refuse any and all current or future use of the Site.

#### 4. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us or a proposal passed by the members of the Moca DAO.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive information such as user passwords to social media, mobile phone numbers, private keys or seed phrases.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein or to carry out cyberattacks.

- Disparage, tarnish, or otherwise harm, in our opinion, us, the Moca DAO and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees, service providers or representatives engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site (such as geo-blocks of users from certain jurisdictions).

- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or use or launch any unauthorized script or other software.
- Make any unauthorized use of the Site, including collecting usernames, email addresses, wallet addresses, private keys and/or seed phrases of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

## 5. USER GENERATED CONTRIBUTIONS

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you on any part of the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## 6. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor your use of the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise update, amend, alter, change, manage or amend the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

We do not have any maintenance, update, or support obligations with respect to the Site. You agree that our updates to the Site may change the requirements necessary to use the Site, and you agree that in such an event you are responsible for any necessary actions, including but not limited to updating software or hardware to access and use the Site.

We are not responsible for any loss or harm related to your inability to access or use the Site.

#### 7. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE, ACCESS OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your access to the Site for any reason, you are prohibited from using any method which circumvents the termination or suspension. In addition to terminating or suspending your access to the Site, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

#### 8. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We will not be liable to you or any third party for any modification, price change, suspension, interruption or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We (or you) may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

You acknowledge that any data you provide while accessing or using the Site may become irretrievably lost or corrupted or temporarily unavailable for any number of reasons or causes. Subject to applicable law, you agree that we will not be liable for any loss or damage caused by such external factors.

#### 9. LINKS

The Site may contain or provide links to other websites, applications or resources. By providing these links, we are doing so out of convenience for you and the provision of such links should not be construed as an endorsement of such external resources. You further agree that we will not be responsible or liable, whether directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content that is available on such external resources.

## 10. GOVERNING LAW

These Terms of Use shall be governed by and defined following the laws of the Cayman Islands.

## 11. DISPUTE RESOLUTION

### Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### Binding Arbitration

Any dispute arising out of or in connection with these Terms of Use, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration in accordance with the provisions of the Cayman Islands Arbitration Law, 2012. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be George Town, Cayman Islands. The language of the proceedings shall be English.

### Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute



related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## 12. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice. We accept no responsibility for any such typographical errors, inaccuracies, or omissions, although we will make reasonable efforts to ensure that the contents of the Site are true and accurate.

## 13. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT

OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### 14. LIMITATIONS OF LIABILITY

To the fullest extent permitted by applicable law, we and our directors, employees, representatives and agents will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if we and our directors, employees, representatives and agents have been advised of the possibility of such damages. None of us nor any of our directors, employees, representatives and agents as a result of any loss or damage suffered by you as a result of any inability to access, or temporary or permanent disruption to the Site.

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE MINIMUM PERMITTED BY APPLICABLE LAW. YOU MAY ALSO HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW.

#### 15. INDEMNIFICATION; RELEASE

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

You expressly agree that you assume all risks in connection with your access and use of the Site and your interaction with the Site. You further expressly waive and release us from any and

all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Site and your interaction with the Site.

## 16. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data. To the extent that the data transmitted to the Site contains personal data, such data will be handled in accordance with our Privacy Notice.

## 17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, receiving emails from us and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## 18. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use or access of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic

form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Our failure to exercise or enforce any right or provision of these Terms of Use will not operate as a waiver of such right or provision.

These Terms of Use are not intended to, and do not, create or impose any fiduciary duties on us to you. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms of Use.