

TERMS OF SERVICE

Welcome to SUPERBASEDD LLC (“SUPERBASEDD LLC”). This Agreement governs your use of the Services. By creating an account, accessing, or otherwise using the Services, you agree to be bound by the terms of this Agreement. Please read these Terms of Service carefully before accessing or otherwise using the Services. If you do not agree to the terms and conditions of this Agreement, then you must immediately cease using the Services.

This Agreement incorporates the terms of the Privacy Policy, which you should review carefully. By agreeing to the terms of this Agreement, you also are agreeing to the terms of the Privacy Policy, which describes the collection, usage, and storage of your personal information, including logins, names, addresses, player information, and other personally identifiable information.

1. Definitions

“Dispute” means, any controversy related to these Terms or your access and use of the Services, including without limitation claims arising out of or relating to any aspect of the relationship between you and the Company, claims that arose before this agreement, and claims that may arise after the termination of these Terms; however, this does not include claims related to or arising from the enforcement or protection of Intellectual Property Rights, and is subject to any applicable statutory consumer rights laws in your local jurisdiction.

The **“Company”** means, SUPERBASEDD LLC. References to “Us,” “We,” or “Our” means SUPERBASEDD LLC, including any and all subsidiaries parent companies, joint ventures, and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers, and directors. The Company does not include Company Affiliates or third parties (analytics or ad tech companies, or similar organizations).

“Company Affiliate(s)” means, the Company’s third-party content providers, distributors, licensees, or licensors.

“Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services.

“Intellectual Property Rights” means, any and all right, title, and interest of every kind whatsoever, whether now known or unknown, registrable or otherwise, in and to patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing.

“Notice” means, a delivered writing by e-mail or courier delivery to the other party at their respective address and will be effective upon receipt.

“Platform” or **“Service(s)”** means, any service, function, feature, or website provided by Company and Company Affiliates, including without limitation the following websites and all sub-pages thereof: www.trove.pro

“**Terms of Service**”, “**Terms**”, and “**Agreement**” means, the terms and conditions contained in this agreement.

“**User Content**” means any Content that Account holders (including you) make available through the Services.

“**Trove Pro Content**” means all Content except for User Content. Content includes without limitation User Content.

2. **Ownership**

- a) **Ownership.** You own and control digital assets held in your Account. As the sole owner of digital assets in your Account, you shall bear all risk of loss of such digital assets. Trove Pro shall have no liability for digital asset fluctuations or loss associated with your use of the Product. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your digital assets by sending it to a different blockchain address. You acknowledge that by engaging the Services you are at no time transferring your assets to Trove Pro or its affiliates.
 - i) We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.
- b) **Access Limitations.** Access and use of the Services is limited to individuals who are at least eighteen (18) years of age and able to form legally binding contracts.
- c) **License.** Subject to the foregoing, Trove Pro and its licensors exclusively own all right, title and interest in and to the Services and the Trove Pro Content, including all associated intellectual property rights. You acknowledge that the Services and the Trove Pro Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Trove Pro Content.
- d) **Restrictions.** Any use of the Services in violation of the law or these Terms of Service is strictly prohibited and may result in the immediate revocation of your limited license to access and use the Services at the Company’s sole discretion or may subject you to liability for violations of law. You further agree that you will not directly or indirectly:
 - i) Partake in any activity or action that the Company deems to be against the spirit or intent of the Services;
 - ii) Copy, modify, edit, create derivative works of, publicly display, publicly perform, republish, transmit, or distribute the Services or any other material obtained through the Services, in whole or in part;
 - iii) Lease, sell, rent, or otherwise exploit for commercial purposes any part of the Services, including without limitation access to or use of the Services;

- iv) Delete, alter, or obscure any Intellectual Property Rights or other proprietary rights notices from copies of materials from the Services;
- v) Restrict or inhibit other users from using or enjoying the Services;
- vi) Harass, threaten, bully, embarrass, abuse, or harm, or advocate or incite harassment, abuse, or harm of any person, group, the Company itself, or Company Affiliates;
- vii) Organize or participate, in conjunction with your use of the Services, in any activity or group that is hateful, harmful, or offensive towards a race, sexual orientation or preferences, religion, heritage or nationality, disability or other health class, gender, age, or similar classes determined by the Company in its sole discretion;
- viii) Initiate, assist, or become involved in any form of attack or disruption to the Services, including without limitation distribution of a virus, worm, spyware, time bombs, corrupted data, denial of service attacks upon the Services, or other attempts to disrupt the Services or other person's use or enjoyment of the Services;
- ix) Use robots, spiders, crawlers, man-in-the-middle software, or any other automated process to access, use, reverse engineer, or manipulate the Services or the Company;
- x) Use your access to the Services to obtain, generate, or infer any business information about the Company or Company Affiliates, including without limitation information about sales or revenue, Company staff, technical stack, or statistics about users;
- xi) Use your access to the Services to obtain, generate, or infer any information about other users of the Services, including without limitation, their name, contact information, or place of residence;
- xii) Promote, encourage, or participate in any activity involving hacking, phishing, distribution of counterfeit Services, or taking advantage of or creating exploits, cheats, bugs, or errors;
- xiii) Make available through the Services any material or information that infringes any intellectual property right, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation celebrities and Company employees;
- xiv) Attempt to gain unauthorized access to Services; and,
- xv) Use the Services where it is prohibited by law.

e) **Rights in User Content Generated by You**

- i) In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, create

derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive using the Product or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services. Additional information about your privacy and how we use User Content is available in the Privacy Policy.

- ii) You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party.
 - iii) You acknowledge that, in certain instances, where you have removed your User Content by deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.
- f) **Rights in Content Granted by Trove Pro.** Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services.

If you violate these rules, the Company will determine in its sole but good faith discretion what action to take. The Company may provide you a warning, depending on the on the severity of the activity in which you were engaged. If the Company believes the severity of the act warrants it, it may terminate your license and ban you any further use of the Services.

3. Term

- a) **Term.** The term of this Agreement begins on the date you first access other otherwise use the Services and shall remain in full force and effect until modified, amended, or terminated by the Company.
- b) **License Termination.** We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following the account closure instructions in the Product. Upon any termination, discontinuation or cancellation of Services or your Account, (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the Product, Site, Services and Content in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions will survive: Feedback, Content and Content Rights, Content Ownership, Responsibility and Removal (save for the subsection “Rights in Content Granted by Trove Pro”), Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver, and General Terms.

4. Access

- a) By using or accessing the Services, you represent and warrant that you are at least 18 years of age (or are accompanied by a parent or legal guardian who is at least 18 years of age) and otherwise legally competent to read, understand and accept the provisions of this agreement. **MINORS MAY NOT USE THE SERVICES.** The Services are not intended for use by children without parental supervision and the Company does not intentionally collect personal information from children. In the event the Company learns it has inadvertently gathered personal information from a child under the age of thirteen (13), it will take all steps required by law to erase and otherwise remove this information from Company records. If you are under the age of 18 but at least 13 years of age, you may use the Services only under the supervision of a parent or legal guardian who directly agrees to be bound by these Terms. If you are a parent or legal guardian and agreeing to these Terms for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for your child's use of the Services, including all financial charges and legal liability your child may incur. Parents who believe the Company might have any information from or about a child under thirteen (13) may submit a request to using our contact information on the Services and the Company will promptly take the necessary steps to remove all such information and to notify you of the same.
- b) If you have been previously banned from using any Company Services, then you may not use the Services.
- c) By accessing the Services, you represent and warrant that you are not located in a country or jurisdiction that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and that you are not listed on any United State government list of prohibited or restricted parties.

5. Service Availability and Termination

- a) You acknowledge and agree that your use of the Services does not grant or confer any interest, whether monetary or otherwise, in any aspect or feature of the Services and the Company may, in its sole and absolute discretion:
 - i) Amend, modify, enhance, upgrade, update, or otherwise change the Services;
 - ii) Terminate or restrict access to the Services, or any portion of the Services at any time and for any reason without prior Notice or liability to you;
 - iii) Interrupt your access to and use of the Services;
 - iv) Limit access to and use of the Services to certain countries and geographic locations;
- b) Further, you are solely responsible for any internet connection and/or mobile fees that you may incur as a result of using the Services.
- c) By using the Services

6. Feedback

When you provide the Company any feedback regarding the Services, you grant the Company a royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable, and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit Feedback for any purposes, for all current and future methods and forms of exploitation.

7. Intellectual Property

- a) All content included as part of the Services, including but not limited to, text, graphics, logos, images, as well as the compilation thereof, the look and feel of the Services, including, without limitation, the text, graphics, code, and other materials contained hereon is property of the Company or its third party suppliers, or is rightfully used subject to a license agreement and is protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.
- b) You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works of, or in any way exploit any of the content, in whole or in part, provided on, transmitted through, or found within the Services. Your use of the Services does not entitle you to make any unauthorized use of any such content, and in particular you shall not delete or alter any proprietary rights or attribution notices in such content. You shall use the content provided through, transmitted through, and found on the Services solely for your personal use, as outlined in these Terms, and will make no other use of the Content without the express written permission of the Company and/or related third party owners of such content. You acknowledge and agree that you do not acquire any ownership rights in the content provided through the Services. Except as provided herein, these Terms do not grant any licenses, express or implied, to such content or any other intellectual property of the Company, its licensors, or any third-party owner.
- c) The Company's logo, name, and all graphics contained on the Services and content are trademarks of the Company or its affiliates, third-party developers, and partners. All trademarks, product names, and logos on the Services are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder. Including as otherwise stated herein, the use, reproduction, copying, or redistribution of any of Company intellectual property, without Company's prior written permission is prohibited. You agree to not alter, remove, obscure, erase or deface any proprietary rights notices contained in or incorporated to the Services. Except as otherwise stated in these Terms, you may download material from the Services only for your own personal, non-commercial use. You also agree that no monetary value can be attributed to your use of the Services, and you are using the foregoing solely for your personal entertainment value.

d) **Reliance on Information Posted.** By using the Services, you agree and understand that using the Services does not guarantee that you will make a profit.

- i. The information presented on or through the Website 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 other visitor to the Website, or by anyone who may be informed of any of its contents.
- ii. This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company.

e) **Risk Warnings.**

- i. Users acknowledge and agree that no transaction through the Platform is free from the following risks, and the Platform cannot and does not have the obligation to be responsible for the following risks:
 - i. Macroeconomic risks: Users may suffer losses due to abnormal price fluctuations arising from changes in the macroeconomic situation;
 - ii. Policy risks: changes in relevant laws, regulations, policies and rules may cause abnormal fluctuations in prices and other areas, as a result of which the Users may suffer losses;
 - iii. Default risks: Users may suffer losses due to the inability or unwillingness of the project owner to carry out or continue carrying out their project;
 - iv. Risks related to earnings: digital assets are not issued by any financial institution or platform, and the digital asset market is a brand new and unconfirmed market that may not generate actual increase in earnings;
 - v. Trading risks: digital assets are mainly used by speculators, and are used relatively less in retailing and commercial markets; the trading of digital assets involves an extremely high level of risk because trading of digital assets goes on uninterrupted throughout the day without any limits on the ups and downs, and therefore prices are subject to large fluctuations caused by traders and/or global government policies;
 - vi. Risks caused by force majeure factors;
 - vii. User's fault: any and all losses caused by the Users' fault, including loss caused by wrong decision-making, improper operation, forgetting or

revealing passwords, deciphering of passwords by others, third-party intrusion into computer systems used by the Users, and malicious or improper operation by a third party entrusted by the Users to serve as their agent.

- ii. Digital asset transactions are extremely risky and are therefore not suitable investments for most people. The Users know and understand that part or all of their investment in digital asset trading may be lost, so the Users should determine the amount of their investment or transactions based on the extent of losses they can afford. In addition to the risks indicated under this Agreement, there will also be risks that cannot be predicted. Therefore, the Users should carefully assess their financial situation and various risks before making any decision on investment in or transaction of digital assets. The Users shall bear any and all losses arising from their decision, and the Platform shall not bear any responsibility for Users' investment or trading decisions. In view of the risks arising from digital asset investment or transaction, if a User has any doubts as to such investment or transactions, the User should seek the assistance of professional consultants prior to transaction or investment.
- iii. DIGITAL TOKEN OR DIGITAL ASSET ON A DIGITAL ASSET NETWORK. TROVE PRO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF TROVE PRO HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- iv. Platform does not provide any guarantee or condition to any User and/or any transaction, whether express, implied or statutory. The Platform cannot and does not attempt to control the information released by Users or project owners. The Platform does not undertake any form of certification and authentication services for such information. The Platform cannot fully guarantee the authenticity, sufficiency, reliability, accuracy, integrity and validity of all content on the Platform, and does not need to bear any legal responsibilities arising therefrom. The Users should base their transaction on their own independent judgment and assume full responsibility for their own judgment.
- v. The Platform does not make any express or implied guarantee for its Users to use the Platform services, including but not limited to the applicability, absence of errors or omissions, continuity, accuracy, reliability and suitability for a particular purpose. Furthermore, the Platform does not make any undertaking and guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability,

integrity and timeliness of the technologies and information involved in the services provided by the Platform.

- vi. Whether to log into the Platform or use the services provided by the Platform is the personal decision of individual Users, who shall exclusively bear any and all risks and possible losses that may arise from such decision. The Platform does not make any express or implied guarantee in connection with the market, value and price of digital assets. The Users know and understand the instability of the digital asset market. The price and value of digital assets may fluctuate significantly or collapse at any time. Engaging in digital asset transaction is the free choice and decision by individual Users, who shall exclusively bear the risks and possible losses that may arise.
- vii. The above clauses do not reveal all the risks and market situations that the Users may be subject to when they engage in transactions through the Platform. Before making a decision relating to transaction, the Users should fully understand the relevant digital assets, adopt a cautious approach to decision-making based on their own transaction objectives, risk tolerance capacity and asset status, and assume all risks exclusively on their own.
- viii. Under any and all circumstances, the third party shall be responsible for the services that are provided by such third party and are involved in the Users' use of the Platform services, and the Platform shall not bear such responsibility. Any loss or liability caused by factors attributable to a User shall be borne by such User exclusively and the Platform shall not be held liable in any manner whatsoever. Circumstances under which the Platform shall not be held liable include:
 - i. Where any loss or liability is caused by the User's failure to operate in accordance with this Agreement or any rules published by the Platform from time to time;
 - ii. Where any loss or liability is caused by any uncertainty, ambiguity or incompleteness in the instruction information sent by the User to the Platform;
 - iii. Where any loss or liability is caused by insufficient balance of digital assets in the User's account;
 - iv. Where any losses or responsibilities is caused by any other factor attributable to the User.

8. Fees

- a) You may be charged fees for access to some or part of the Functionality you use, including fees charged on token swaps that you execute on third-party exchanges by accessing such exchanges via the Swapper. Those fees may change at any time without notice. The amount of fees applicable to the Functionality will be made visible to you at the time that you access the Functionality. Rates that appear in the Trove Pro application are calculated with fees applied.

- b) You may incur charges from third parties for use of Third-Party functionality. For example, you may be charged fees via the Dapps (including, without limitation, decentralized exchanges) that you may access via the App. Under no circumstances shall Trove Pro incur any liability, of any kind, to you arising from or relating to fees charged to you by such Third Parties or for Third-Party Functionality linked to or accessed through the Site or the Functionality.
- c) Although the Company endeavours to provide an accurate estimate of applicable fees, any such information is an advance estimate of fees, which may vary from the fees actually paid to use the Functionality and interact with the Solana blockchain or any other network with which the Functionality are compatible.

9. Third Party Materials and DEXs

The Services and Product may contain links to third-party services, DEXs, and/or Dapps (“**Third Party Materials**”). The Services enable you to access Dapps via a Dapp browser by navigating away from the Product to the Dapp, by enabling a native frontend software link within the Product, and/or by purchasing assets in a DEX environment through the Product or trade on DEX functionality. When using any Third Party Materials, you understand that you are at no time transferring your assets to us. We provide access to Third Party Materials only as a convenience, do not have control over their content, and do not recommend, warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products, services, or assets on or accessible from those Third Party Materials (including any related websites, resources or links displayed therein). You are solely responsible for any fees or costs associated with accessing Third Party Materials.

We make no warranties or representations, express or implied, about such linked Third Party Materials, the third parties they are owned and operated by, the information contained on them, the suitability of their products or services, or the assets they make accessible. You acknowledge sole responsibility for and assume all risk arising from your use of any Third Party Materials, third-party websites, applications, or resources. Third Party Materials, such as Dapps and DEXs, may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss. Trove Pro and its affiliates shall not bear any liability, whatsoever, for any damage caused by any Third-Party Materials. You should use care in linking your Wallet with any Third-Party Materials or otherwise providing any third-parties with access to the Product.

10. Warranty

THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND. THE SERVICES ARE PROVIDED TO YOU WITH ALL FAULTS, AND THE COMPANY, COMPANY AFFILIATES, AND COMPANY LICENSORS AND DEVELOPERS AND SUPPLIERS EACH DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. IN ADDITION TO THE FOREGOING, THERE IS NO WARRANTY OR

CONDITION OF TITLE, OF QUIET ENJOYMENT, OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF YOUR USE OR PERFORMANCE OF THE GAME AND THE SERVICES IS WITH YOU.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, NOR COMPANY AFFILIATES, LICENSORS, DEVELOPERS, SUPPLIERS, OR SUBSIDIARIES BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

You agree your exclusive remedy and the Company's entire liability for breach of this Agreement is limited, at the Company's sole and exclusive discretion, to (1) replacement of the Services; or (2) refund of any license fee you paid pursuant to the Company's refund policy. In no event will the Company's total liability to you for all damages (except as required by applicable law) exceed \$169.00.

SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. Indemnification

- a) You agree to defend, indemnify and hold harmless the Company, Company Affiliates, and any third-parties under agreement with Company, and any employee, contractor, vendor, agent, supplier, licensee, customer, distributor, shareholder, director or officer of any of the foregoing, as well as any person using the Services and any person or entity that becomes aware of your use of the Services at any time, with respect to any and all claims, liabilities, judgments, awards, injuries, damages, losses, costs, fees, or expenses (including but not limited to attorney's fees and costs) that arise under, from or in any way, directly or indirectly, relate to:
 - i) Your failure to comply with any provision of these Terms of Service;
 - ii) Your use of the Services, including but not limited to economic, physical, emotional, psychological or privacy related considerations; and

- iii) Your actions to knowingly affect the Services via any bloatware, malware, computer virus, worm, Trojan horse, spyware, adware, crimeware, scareware, rootkit or any other program installed in a way that executable code of any program is scheduled to utilize or utilizes processor cycles during periods of time when such program is not directly or indirectly being used.
- b) The Company reserves the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. Notwithstanding the foregoing, you acknowledge and agree that the Company has no obligation to defend, indemnify or hold harmless you in any way related to this Agreement, including but not limited to your use of the Services, use of the Services by any person, or any connection between the foregoing and any other person or entity that becomes aware of your use of the Services at any time.
- c) This Section shall survive the termination of these Terms.

13. Dispute Resolution

- a) **Informal Dispute Resolution.** With respect to any Dispute, you agree to attempt to negotiate the resolution of any Dispute with the Company informally for at least thirty (30) days before initiating any arbitration or other proceeding, including any legal proceeding in court or before an administrative agency. Such informal negotiations commence upon Company's receipt of Notice from you.
- b) **Mandatory Binding Arbitration.** If you are not able to satisfactorily resolve a Dispute informally within a total of thirty (30) days, or if the Company, in its sole and absolute discretion, determines that it will not be possible to satisfactorily resolve that Dispute informally within a total of thirty (30) days, you agree that either you or the Company may request resolution by final and fully binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated into this Agreement by reference. The party requesting that a Dispute be resolved by arbitration under this Section shall be responsible for initiating such a proceeding.

The American Arbitration Association ("AAA") will run the arbitration between you and the Company, and AAA's rules and procedures (including their Supplementary Procedures for Consumer-Related Disputes, if applicable) will be used. If something in these Terms is different than AAA's rules and procedures, then we will follow these Terms instead. You can look at AAA's rules and procedures on their website www.adr.org or you can call them at 1-800-778-7879.

YOU UNDERSTAND AND AGREE THAT YOU HAVE THE RIGHT TO CONSULT WITH INDEPENDENT LEGAL COUNSEL OF YOUR OWN CHOOSING REGARDING THIS THIS AGREEMENT AND THAT THIS BINDING ARBITRATION PROVISION WILL ELIMINATE YOUR LEGAL RIGHT TO SUE IN COURT, TO HAVE A JURY TRIAL, AND/OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO ANY SUCH DISPUTE.

- c) **Class Action Waiver.** THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS. THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.
- d) **Waiver of Jury Trial.** THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- e) **Governing Law.** Any dispute or claim arising out of or related to this agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to any choice or conflict of laws principles.
- f) **Choice of Forum and Consent to Personal Jurisdiction.** Any disputes arising out of or relating to this Agreement which must be tried in court shall be resolved in the state and federal courts located in Colorado and the parties irrevocably consent to the personal jurisdiction and service of process of said courts and waive any and all jurisdictional or venue defenses otherwise available to them.
- g) **Costs, Fees, and Expenses.** In any action or proceeding by the Company to enforce any provisions of this Agreement, the Company shall, in addition to any other award of damages or remedy at law or in equity, be entitled to recover reasonable costs, fees, and expenses including attorneys' fees and costs incurred in connection with such enforcement, including any appeal.

14. Miscellaneous

- a) **Changes to these Terms.** It is your responsibility to read, understand, and accept this Agreement in connection with your use of the Services. You acknowledge that the Company may make changes to this Agreement at any time, and that Section headings in this Agreement are for purposes of convenience only. Unless the Company states otherwise, any changes to these Terms are effective when posted. If you continue to use the Services after any changes are posted then you agree that those changes will apply to your continued use of the Services and that such use constitutes your acceptance of the same. You should check this page regularly to stay informed about any changes.
- b) **Complete agreement.** This Agreement: (1) is the final and complete agreement and understanding of the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous agreements and understandings with respect thereto; (2) may not be changed, amended, or in any manner modified by you; (3) is not assignable by you and any attempt by you to assign or transfer this agreement or any interest herein is void; and (4) shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, licensees, and assigns.

- c) **Force Majeure.** The Company shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including, terrestrial or extraterrestrial war, terrorism, acts of public enemies, strikes or other labor disturbances, power failures, fires, floods, earthquakes, acts of God, zombie apocalypse, and other natural disasters.
- d) **Waiver.** No act or failure to act by the Company will be deemed a waiver of any right contained in this agreement. If the Company does expressly waive any provision of this agreement, such waiver shall not be a waiver of any other provisions of this agreement, and the waived provision shall not be waived for all time in the future. Any waiver must be in writing and signed by an officer of the Company.
- e) **Severability.** If any provision of this agreement is found to be invalid or unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision or sub-provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- f) **Equitable Relief.** You acknowledge and agree that any violation or threatened violation of this agreement will cause irreparable injury to the Company, entitling the Company to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. You specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by the Company as a result of a breach of any of the provisions of this agreement.
- g) **Language.** The controlling language for these Terms of Service is English.

15. Contact Us

If you have any questions or comments about these Terms or the Services, please contact us at: support@superbasedd.com