

VIA Quantum Transfer Terms

These VIA Quantum Transfer Terms (“**Terms**” or “**Terms of Service**”) are entered into by and between you (“**you**” or “**your**”), on the one part, and VIA Science Inc. (“**VIA**” “**we**,” “**our**” or “**us**”), on the other part, and these Terms of Service govern your use of our platform, referred to as “Quantum Transfer” and made available to you at <https://qt.solvewithvia.com/> (“**QT**”). These Terms do not govern or grant you access to any other products, services, or other digital wallets offered by VIA (“**VIA Service(s)**”) and, to the extent applicable, all such VIA Services will be governed by separate agreements directly with you and/or agreements with separate entities to which you are providing services.

IMPORTANT NOTICE BEFORE YOU USE QUANTUM TRANSFER: READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH YOUR USE OF QT, INCLUDING A CLASS ACTION WAIVER UNDER SECTION 15 BELOW AND AN AGREEMENT TO ARBITRATE FOR ANY DISPUTE UNDER SECTION 14 BELOW.

1. ACCEPTANCE AND ELIGIBILITY.

1.1. Acceptance

BY ACCESSING OR USING THE PLATFORM, INCLUDING THROUGH THE USE OF THIRD-PARTY SOCIAL LOGIN SERVICES, OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS OF SERVICE WHEN THE OPTION IS MADE AVAILABLE TO YOU, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US AND HAVE THE AUTHORITY TO DO SO EITHER ON YOUR OWN BEHALF OR ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THAT YOU ARE NOT PROHIBITED FROM USING THE PLATFORM BASED ON ELIGIBILITY REQUIREMENTS SET FORTH IN SECTION 1.2 BELOW, AND THAT YOU HAVE READ AND UNDERSTAND, AND ACCEPT AND AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY, THESE TERMS IN FULL. IF YOU DO NOT AGREE TO THE TERMS, OR IF YOU OTHERWISE DO NOT MEET THE FOREGOING REQUIREMENTS IN ANY WAY, YOU MAY NOT USE THE PLATFORM.

1.2. Eligibility

Notwithstanding anything to the contrary, you are not authorized to use QT if there are applicable legal restrictions in your country of residence that would make the use of QT unlawful. It is your sole responsibility to ensure that your use of QT is not prohibited, restricted, curtailed, hindered, impaired, or otherwise adversely affected in any way by any applicable law in your country of residence or domicile. In addition, you shall not use QT if you are any of the following:

- (i) A citizen, domiciled in, resident of, or physically present / located in a U.S. sanctioned jurisdiction, including, but not limited to, Iran, North Korea, Cuba, Syria, China, Afghanistan, Central African Republic (the), Congo (the Democratic Republic of the), Libya, Mali, Russia, the Crimea region of Ukraine, Somalia, Sudan, or Yemen (each an “**Excluded Jurisdiction**”);
- (ii) An entity: (A) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (B) which is under the control of one or more individuals who is/are citizens of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction;
- (iii) An individual or entity: (A) included in the consolidated list published by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>; (B) included in the United Nations Lists (UN Lists) or within the ambit of regulations relating to or

implementing United Nations Security Council Resolutions listed by MAS and accessible at <https://www.mas.gov.sg/regulation/anti-money-laundering/targeted-financial-sanctions/lists-of-designated-individuals-and-entities>; or (C) included in any other applicable governmental sanctions list in any relevant jurisdiction; or

- (iv) An individual or corporate body who is otherwise prohibited or ineligible in any way, whether in full or in part, under any law applicable to such individual or corporate body from using QT.

2. CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service to reflect changes in applicable laws and regulatory requirements relating to the use of QT and related services or to implement technical adjustments and improvements or to respond to market requirements. All changes are effective immediately when we post them unless we expressly specify otherwise. In any event, no changes will apply retroactively as to any claims existing prior to the “last updated” date. It is also your responsibility to regularly check these Terms to stay informed of updates, as they are binding. We will indicate that the Terms of Service have been updated by updating the “last updated” date at the top of these Terms. Your continued use of QT following the posting of revised Terms means that you accept and agree to the changes.

3. ACCESS RIGHTS; USE LIMITATIONS

Subject to the terms and conditions set forth in these Terms of Service, we grant you a limited right to use QT. If any software, content, or materials owned or controlled by us are provided as part of your use, you receive a non-sublicensable, non-transferable, and non-exclusive license to reproduce the software in executable object code format only, solely to enable your personal or internal business use of QT (the “**Limited License**”). As a condition of the Limited License and your use of QT, you represent and warrant that you will not use QT to:

- (i) Violate any law, regulation, or governmental policy, including but not limited to those relating to prohibited trade, gambling, fraud, money laundering, terrorism, export controls, or the use, transfer, or development of cryptographic or quantum-resistant technologies in violation of applicable law;
- (ii) Share, lease, rent, or provide access to QT to any third party;
- (iii) Use QT to attempt to circumvent, weaken, or test the integrity of quantum-resistant cryptographic controls or security features, or to facilitate unauthorized decryption or interception of data protected by such technologies;
- (iv) Infringe, misappropriate, or violate intellectual property or other rights of any person or entity (including VIA);
- (v) Use QT for the development, deployment, or support of quantum computing attacks or any activity intended to compromise cryptographic systems, including but not limited to quantum decryption, quantum key extraction, or related malicious activities;
- (vi) Engage in harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable conduct;
- (vii) Use QT to intercept, monitor, or collect data or communications without proper authorization, including for surveillance or espionage purposes;
- (viii) Compromise the security of any computer network, or crack any password or security code;
- (ix) Use QT in connection with military, defense, or critical infrastructure systems without our prior written consent or in violation of applicable law;
- (x) Impersonate any person or entity;
- (xi) Access, copy, or store any source code of QT or Third-Party Services, or a significant portion of our content;

- (xii) Decompile, reverse engineer, or attempt to obtain source code or underlying information of QT;
- (xiii) Attempt unauthorized access to, interfere with, damage, or disrupt any part of QT or related systems;
- (xiv) Circumvent, remove, alter, deactivate, degrade, or bypass any technological measures or content protections;
- (xv) Attack our systems via denial-of-service or similar attacks, or otherwise impair our ability to provide QT; or
- (xvi) Introduce viruses, trojan horses, worms, logic bombs, or other malicious or harmful material.

If you become aware of or suspect unauthorized use of QT, please contact us at qt@solvewithvia.com.

Notwithstanding anything to the contrary, interruptions, errors, delays, or other deficiencies with respect to QT may occur due to a variety of factors outside of VIA's control. You acknowledge that QT may be unavailable to you, including an inability to make or receive transfers of files through QT.

We may modify, suspend, or terminate your access to or use of our QT any time if you violate these Terms or create harm, risk, or possible legal exposure for us, our users, or others.

4. PLATFORM CHANGES

We reserve the right, at any time and in our sole discretion, to modify, suspend, disable, or discontinue QT or any part thereof, temporarily or permanently, with or without notice to you. This includes, but is not limited to, the right to make changes to features, functionality, pricing, or availability of QT, or to cease providing QT entirely. You acknowledge and agree that VIA shall not be liable to you or to any third party for any modification, suspension, disabling, or discontinuation of QT or any part thereof. Your continued use of QT following any such action constitutes your acceptance of those changes.

5. ACCOUNTS

To access QT or some of the resources it offers, you may be asked to provide certain registration details or other information to create an account ("**Account**"). It is a condition of your use of QT that all the Account information you provide to us through QT is correct, current, and complete. It is your responsibility to update any Account information when it becomes out-of-date. Any personal data processed by us with respect to your Account will be done so in accordance with our privacy policy found at <https://www.solvewithvia.com/privacy/> ("**Privacy Policy**"). You agree that your access credentials with respect to your Account must be treated as confidential information, and you must not disclose Account access credentials to any other person or entity.

6. VIA SERVICES – VIA WALLET

- 7. QT utilizes the VIA Wallet, which is a specific VIA Service that is subject to its own terms and conditions for use. Nothing herein is intended to supersede any terms applicable to your use of the VIA Wallet. Your VIA Wallet will be linked to your Account as part of the registration process. [If you lose your credentials to your VIA Wallet or otherwise cannot access your VIA Wallet, you may not be able to utilize QT under your Account until access to your VIA Wallet is reestablished by you, or you otherwise link a new VIA Wallet to your Account][Note to Via: Please confirm this is accurate and that a new VIA Wallet can still be set up]. Please see the [VIA Wallet Terms](#) for details related to rights and obligations with respect to the VIA Wallet. You are solely responsible for keeping your credentials to access your VIA Wallet confidential and secure, and we are not able to recover any credentials in connection with your VIA Wallet. **THIRD-PARTY SERVICES**

QT integrates and relies upon certain third-party technologies, including third-party hardware, software, systems, or services that are not controlled by VIA ("**Third-Party Service(s)**"). These Third-Party

Services may include dependencies that our QT relies upon for its functionality and operation that we have no control over or which are subject to terms and conditions of such Third-Party Service.

8. USER CONTENTS AND FILE TRANSFERS

QT enables users to transfer files and related content ("**Transfer Files**") to other users of QT with an Account and VIA Wallet. By utilizing QT to transfer such files, you grant VIA a non-exclusive, limited right to use, reproduce, display, and distribute your Transfer Files solely for the purpose of providing QT for your use in accordance with these Terms. You represent and warrant that you have all rights and permissions necessary to transmit Transfer Files and any content therein when using QT.

9. IP RIGHTS

9.1. QT Ownership

You acknowledge and agree that we (or, as applicable, our licensors) own all right, title, and interest in and to QT and all elements of QT, including, without limitation, all graphics, design, systems, methods, processes, architectures, structures, functions, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of QT (collectively, the "VIA Materials"). The VIA Materials are protected by copyright, trade dress, trademark, patent laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. Neither your use of QT nor these Terms grant you ownership or any other rights with respect to the VIA Materials or QT, whether expressly, by implication, estoppel, reliance or otherwise, all of which are specifically excluded and disclaimed, subject only to the terms of the Limited License granted in these Terms.

9.2. Transfer File Ownership

VIA acknowledges and agrees that you (or, as applicable, your licensors) own all right, title, and interest in and to the Transfer Files you transfer to users while using QT. Except for the limited rights granted to us under these Terms, no other rights in or to the Transfer Files are granted to VIA.

9.3. Feedback

If you transmit any communication or material to us by mail, email, telephone, or otherwise through QT, suggesting or recommending changes to QT, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential, except as provided by applicable law. You hereby assign to us, on your behalf, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback. To the extent any personal data is included in connection with Feedback you provide, such personal data will be processed in accordance with our privacy policy.

10. DISCLAIMERS

10.1. "AS IS" DISCLAIMER; DISCLAIMER OF IMPLIED WARRANTIES

YOUR ACCESS TO AND USE OF THE VIA WALLET IS AT YOUR OWN RISK. THE VIA WALLET AND THE LIMITED LICENSE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, VIA AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ("**VIA PARTIES**") DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS,

IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION (i) THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT, (ii) THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, (iii) THAT THE ACCESS TO OR USE OF THE PLATFORM WILL BE ENTIRELY SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL BE COMPATIBLE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (iv) THAT THE PLATFORM WILL BE FREE OF HARMFUL COMPONENTS, AND (v) THAT RECIPIENTS OF FILES WILL BE ABLE TO ACCESS THE FILES.

10.2. Security Threats and Quantum Attack Disclaimers

You acknowledge and agree that, while QT is designed to enhance security against quantum attacks and other advanced threats, no technological security measure can guarantee absolute protection. You further acknowledge and agree that the security measures implemented by QT, including quantum-resistant protocols, are subject to technological limitations and may be rendered obsolete or ineffective by advances in computing, cryptography, or attack methodologies. **THE VIA PARTIES DO NOT WARRANT OR REPRESENT THAT THE PLATFORM IS INVULNERABLE TO UNAUTHORIZED ACCESS, MALICIOUS ACTORS, OR OTHER SECURITY THREATS, INCLUDING THOSE THAT MAY CIRCUMVENT OR COMPROMISE QUANTUM-RESISTANT PROTOCOLS. YOU EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE POTENTIAL FOR SECURITY BREACHES, DATA INTERCEPTION, OR UNAUTHORIZED ACCESS TO YOUR FILES, WHETHER ARISING FROM KNOWN OR UNKNOWN VULNERABILITIES.**

10.3. Transfer File Disclaimer

You acknowledge and agree that the VIA Parties do not control, endorse, or assume responsibility for any Transfer Files, including any messages, files, data, or other content transmitted, received, or stored by users of QT through such Transfer Files. The VIA Parties make no representations or warranties regarding the accuracy, legality, integrity, quality, or safety of any Transfer Files transmitted to any user through the use of QT. You expressly assume all risks associated with exposure to or reliance upon such content within such Transfer Files, including but not limited to the risk of receiving malicious, offensive, unlawful, or otherwise harmful material. It is your responsibility to ensure any Transfer File received from another QT user is trustworthy. The VIA Parties disclaim any and all liability arising from or related to the transmission, receipt, or storage of Transfer Files, including any loss, damage, or harm resulting therefrom.

10.4. Disclaimer of Service Availability and Downtime

You acknowledge and agree that QT may be subject to interruptions, delays, outages, or other disruptions, whether scheduled or unscheduled, and that the VIA Parties do not warrant or guarantee continuous, uninterrupted, or error-free operation of QT. The VIA Parties expressly disclaim any liability for any loss, damage, or inconvenience resulting from the unavailability, suspension, or termination of QT, or from any delay or failure in the transmission or receipt of data, files, or communications.

10.5. Disclaimer of Regulatory Compliance and Lawful Use

You acknowledge and agree that it is your sole responsibility to ensure that your use of QT complies with all applicable laws, regulations, and industry standards, including but not limited to data protection, privacy, export control, and cryptographic regulations. The VIA Parties make no representations or warranties regarding the legal or regulatory status of QT or its quantum-resistant features in any jurisdiction. The VIA Parties expressly disclaim any liability for your failure to comply with applicable laws or for any regulatory action, investigation, or penalty arising from your use of QT.

10.6. Disclaimer of Third-Party Services

You acknowledge and agree that QT may interact with, rely upon, or be integrated with Third-Party Services. The VIA Parties make no representations or warranties regarding the compatibility, reliability, or performance of any Third-Party Services, and expressly disclaim any liability for any loss, damage, or harm arising from or related to such Third-Party Services.

10.7. Disclaimer of Misuse and Unauthorized Activities

You acknowledge and agree that the VIA Parties are not responsible for any misuse, abuse, or unauthorized use of QT by any third party, including but not limited to the use of QT for unlawful, fraudulent, or malicious purposes. The VIA Parties expressly disclaim any liability for any loss, damage, or harm resulting from such misuse or unauthorized activities, and reserve the right to take any action deemed appropriate to prevent or address such conduct, including suspension or termination of any Account's access to QT. Notwithstanding anything to the contrary, VIA is not obligated to monitor, police, or enforce against misuse or unauthorized activities by users or third parties in connection with QT.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the VIA Parties from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to (i) actual or alleged breach of these Terms by you, a co-conspirator, or anyone using your Account; (ii) your violation of the rights of or obligations to any third party, including any other user or third party; (iii) any Transfer File made from or to your Account; (iv) your violation of any applicable law; and (v) your negligence or willful misconduct. If we assume the defense of such a matter, you shall reasonably cooperate with us in such defense. This indemnification obligation survives termination of these Terms and your use of QT.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY CONTRARY PROVISION OF THESE TERMS OR FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY, AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE AS FOLLOWS:

IN NO EVENT SHALL VIA PARTIES BE LIABLE FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LIABILITIES WHATSOEVER, (b) ANY DAMAGES FOR LOSS OF ANY DIGITAL ASSETS, OR (c) ANY ACTION ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE VIA WALLET, INCLUDING BUT NOT LIMITED TO (i) ANY UNAUTHORIZED USE OF THE VIA WALLET; (ii) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE FOUND IN THE VIA WALLET (REGARDLESS OF THE SOURCE OF ORIGINATION); (iii) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; OR (iv) THEFT, TAMPERING, OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, DIGITAL ASSETS, OR DATA OR CONTENT OF ANY KIND— IN ANY CASE WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TOTAL CUMULATIVE LIABILITY OF VIA SHALL NOT EXCEED TWENTY-FIVE U.S. DOLLARS (\$25.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE. SOME JURISDICTIONS FURTHER DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. ELECTRONIC COMMUNICATIONS; NOTICES

13.1. Consent to Electronic Communications

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically. We may provide communications by posting on QT, sending to your registered email address (if applicable), or other reasonable forms of communication enabled by VIA, including through use of QT. By using QT, you consent to receiving electronic communications from us.

13.2. Notice Requirements

We may give notice to you by any reasonable electronic means, which may include, but is not limited to, email or through posting prominently on our website or through QT where applicable. Notices may be given, and are deemed to be received, whether or not a notice of delivery failure is received. You may give us notices only as we direct, which may change from time to time. VIA's authorized email address for all purposes of these Terms shall be the following: qt@solvetwithvia.com.

14. DISPUTE RESOLUTION

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AND DETERMINES HOW CLAIMS YOU AND VIA HAVE AGAINST EACH OTHER ARE RESOLVED.

14.1. Disputes

The terms of this Section 14 shall apply to all Disputes between you and VIA. For the purposes of this Section, "Dispute" shall mean any dispute, claim, controversy, or action between you and VIA arising under or relating to your use of QT, these Terms, or any other transaction involving you, VIA, or any third party, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law.

14.2. Opt-Out

You may opt out of this arbitration agreement by sending written notice to [LEGAL EMAIL] within 30 days of first accessing QT. Your opt-out notice must include your name, address, and a clear statement of intent to opt out of arbitration.

14.3. Dispute Notice

In the event of a Dispute, you or VIA must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "**Dispute Notice**"). The Dispute Notice to VIA must be addressed to 49R Day Street, Somerville, MA 02144.

14.4. Binding Arbitration

In the event mediation is unsuccessful, you and VIA agree: (1) to arbitrate all Disputes between you and VIA pursuant to the provisions of these Terms; (2) these Terms memorialize a transaction in interstate commerce; (3) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section (notwithstanding the choice-of-law provision contained herein); and (4) this Section shall survive termination of these Terms.

14.5. Arbitration Procedure

If a party elects to commence arbitration, the arbitration shall be administered by the American Arbitration Association (AAA) and be governed by the applicable AAA rules to the Dispute; except AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the AAA rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. All Disputes shall be resolved by

a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of these Terms. The arbitrator, and not any federal, state, provincial, territorial, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

14.6. Arbitration Fees.

Each party shall bear its own legal fees and costs. Arbitration filing fees shall be allocated according to arbitration organization rules. Payment of all filing, administration, and arbitrator fees will be governed by the arbitration organization's rules.

15. CLASS ACTION WAIVER

EXCEPT WHERE PROHIBITED UNDER APPLICABLE LAW, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THE ARBITRATION AGREEMENT IN SECTION 10 ABOVE MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.

16. GOVERNING LAW AND JURISDICTION

These Terms, and any Dispute, including those under the arbitration agreement, are governed by the laws of Massachusetts, without regard to conflict of law principles. For any disputes not subject to arbitration, the courts of Massachusetts shall have exclusive jurisdiction.

17. GENERAL PROVISIONS

17.1. No Waiver of Rights

Our failure to enforce any right or provision of these Terms does not prevent any party from enforcing such right or provision in the future. A waiver of any provision is only effective if explicitly stated in writing and signed by the waiving party. Failure or delay in exercising any right, remedy, power, or privilege under these Terms does not constitute a waiver. Partial or single exercise of any right, remedy, power, or privilege does not preclude further or other exercises of the same or any other right, remedy, power, or privilege.

17.2. Severability

If any provision of these Terms is found to be unlawful or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the enforceability of any other provisions.

17.3. Entire Agreement

These Terms constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

17.4. Survival of Terms

Any terms which by their nature are intended to survive the expiration or termination of these Terms shall survive the termination or expiration of these Terms, including, but not limited to, the following provisions: Sections 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

17.5. Interpretation.

Section and subsection headings in these Terms are for reference and convenience only and do not affect their meaning or interpretation. Where context requires, singular includes plural and vice versa, and any gender includes all genders. References to "including," "includes," or similar terms mean "without limitation." Terms like "hereunder," "hereof," and "hereto" refer to these Terms as a whole. Unless prohibited by law, these Terms will not be construed against the drafting party.