

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Unspendable Labs Inc. (“Unspendable Labs,” “Company,” “we,” or “us”). The following terms and conditions (“Terms of Use”) govern your access to and use of the Company’s Horizon Market platform at Horizon.Market including any content, functionality, and services offered on or through Horizon.Market (the “Platform” or “Horizon Market Platform”), whether as a guest or a registered user (“Users”).

These Terms of Use also govern your access to and use of Horizon Explorer, a product of Unspendable Labs available on the same site, including any content, functionality, and services offered through Horizon Explorer.

PURPOSE AND EXPLANATION OF PLATFORM

The Horizon Market Platform provides registered Users an electronic listing tool to sell Counterparty assets for Bitcoin. The Horizon Market Platform is only an index for listing (akin to classified listings and classified advertisements) Bitcoin for sale in exchange for assets.

When sellers list assets for sale, sellers (not Unspendable Labs) represent that they own the assets and have all the rights necessary to sell the assets to someone else. Parties to a transaction are solely responsible for all interactions with each other, for arranging for payment and the exchange of the assets purchased if applicable, and for the results and performance of any transaction or relationship entered into through the Horizon Market Platform.

The messages that users post on the Horizon Market Platform are permissionless, which means that Users are not required to obtain Unspendable Labs’ approval to post or respond to any messages posted on the Platform. Unspendable Labs does not regulate, approve, review, verify or otherwise validate any post or message that any User posts on the Platform.

At no time will we solicit or assist in the solicitation of investors to trade crypto asset securities. The Horizon Market Platform allows users to post asset listings (“Sell Messages”) indicating their intent to trade certain assets for Bitcoin. To post a Sell Message, the seller must first bind their asset to a UTXO (a “UTXO-Bound Asset”); this is a required on-chain step prior to listing performed by the seller using the interface provided by the Platform. From the UTXO-Bound Asset, we construct a Partially Signed Bitcoin Transaction (“PSBT”) based on the seller-specified parameters. The buyer does not directly sign this PSBT. Instead, the buyer signs a placeholder transaction provided by us. We then combine both sides of the swap and broadcast the final transaction to the Bitcoin network. If a royalty is defined by the asset issuer, the transaction will include an output to the issuer reflecting the specified percentage of the listing price, in addition to the payment to the seller. Each output must meet Bitcoin’s minimum output threshold of 546 satoshis. Once the transaction is broadcast, it becomes public and may be subject to Bitcoin’s Replace-by-Fee mechanism. In such cases, a replacement transaction could potentially exclude the royalty output if it is not enforced by the underlying script logic. We disclaim all responsibility for such behavior.

We do not review or approve any message, posting or cosigned message on the Horizon Market Platform prior to it being allowed to be posted, nor do we custody any User’s Bitcoin or other assets, nor participate in any manner in the exchange of Bitcoin or currency or other assets. All transactions are strictly between seller and buyer. At no time, will we provide pricing or other investment information regarding any crypto asset securities, nor will we provide investors with quotes, accept or route orders, facilitate order execution, or handle any User assets.

Parties to a transaction are solely responsible for all interactions with each other, for arranging for payment and the exchange of Bitcoin for assets or other currency, and for the results and performance of any transaction or relationship entered into through permissionless messages posted on the Horizon Market Platform. The User acknowledges that Unspendable Labs is not responsible or liable for any action or inaction of any party to a transaction, for any failure to perform, to pay any amounts due, or to deliver any merchandise or services as promised, or for any other aspect of the transaction.

The Horizon Market Platform also provides the NFT Launchpad for users. The NFT Launchpad is a user-friendly process to create an asset on a blockchain. Users may create certain digital media to store a blockchain network which may also be stored on Horizon Market Platform's servers through a user interface to the blockchain network. This may be accomplished through our use of Pinata (<https://pinata.cloud>). We does not pre-approve what users upload.

NO CUSTODY OF ASSETS AND NOT FUNCTIONING AS AN EXCHANGE

The Horizon Market Platform is neither a cryptocurrency exchange nor a digital currency exchange. Unspendable Labs does not take custody of any customer's Bitcoin or other digital assets nor does it hold use, or maintain any personally identifiable information (other than customer-provided email addresses) of any User or counterparty. Users of the Horizon Market Platform are able to connect and link their personal cryptocurrency wallet to the Platform to directly buy and sell Bitcoin and other assets with other users on the Platform. We do not have any duty to verify the accuracy or validity of any wallet connected to the Platform nor will we do so. Users connect their own, non-custodial wallet and transfer Bitcoin to and from their wallet at their own risk.

We will not custody any assets nor will we take custody of any assets, whether Bitcoin or other currency of any type, except as specifically stated herein. The Horizon Market Platform exists solely to allow Users to post permissionless, signed messages listing assets for sale and to allow users to respond to those permissionless messages to purchase such assets as a one-sided orderbook of Counterparty assets for Bitcoin. While we may custody signed but incomplete PSBTs generated by Sell Messages, we do not hold any funds and a transaction may only be completed by a buyer who fulfills the seller's stated conditions. We may also link to mempool.space to help Users view the status of transactions, but mempool.space has no role in constructing, validating, or broadcasting transactions, and we disclaims any responsibility with respect mempool.space or the information provided to mempool.space.

The Horizon Market Platform may, but is not required to, act as temporary and limited custodians of off-chain user data through the NFT Launchpad feature on the Platform. While the Horizon Market Platform may necessarily and temporarily custody user metadata when a user independently posts data, we are not responsible nor liable for the accuracy of any asset's inclusion, disinclusion or data concerning it.

RISK DISCLOSURE: BY ACCESSING OR USING THE PLATFORM YOU ARE VOLUNTARILY CHOOSING TO ENGAGE IN SOPHISTICATED AND RISKY FINANCIAL TRANSACTIONS. YOU ARE FURTHER ACKNOWLEDGING THAT YOU ARE AWARE OF THE MANY RISKS ASSOCIATED WITH THE USE OF THIS PLATFORM AND WITH ENGAGING IN TRANSACTIONS IN CRYPTOCURRENCIES, INCLUDING BUT NOT LIMITED TO, RISKS OF FINANCIAL LOSS, TECHNOLOGY GLITCHES (INCLUDING BUT NOT LIMITED TO PROBLEMS WITH THE BLOCKCHAIN TECHNOLOGY), AND HACKING AS FURTHER DESCRIBED HEREIN.

THIS TERMS OF USE CONTAINS A WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AS WELL AS A MANDATORY ARBITRATION CLAUSE THAT GOVERNS RESOLUTION OF CERTAIN DISPUTES AND WAIVES YOUR RIGHT TO SUE IN COURT OR HAVE A TRIAL BY JURY.

If you do not want to agree to these Terms of Use, you must not and cannot access or use the Platform.

FEES TO USE THE PLATFORM

We do not charge commissions or other transaction-based compensation for users to post signed messages on the Platform. Users of the Horizon Market Platform will be charged based on the following fee structure: \$20 per month to post unlimited Sell Messages ("Monthly Subscription"); or \$2 per credit or listing, with one credit corresponding to one listing (the "Fees"). If a Monthly Subscription is paid for with Stripe, the Monthly Subscription will auto-renew for the next month according to Stripe's settings for subscription management upon the Monthly Subscription's expiry. The Fees may be changed by us at any time without notice. We do not charge any kind of transaction-based fees, including fees based on the number or kind of transactions made, or messages exchanged between Users. The Fees that we charge Users to post permissionless messages on the Platform apply whether a transaction is consummated or not, and apply regardless of the size of the transaction.

Users pay the Fees to post messages on the Platform. A registered User may post a Sell Message if they (i) have an active Monthly Subscription; (ii) have credits in their account; or (iii) pay the listing fee at the time of creating the Sell Message. A guest User may post a Sell Message by paying the listing fee at the time of creating the Sell Message. All Fees are paid in BTC, which requires making a Bitcoin transaction. A Sell Message will not be active until the required Fees have been confirmed by the Bitcoin network.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Eligibility

To be eligible to use the Platform, you must be an individual, corporation, legal person, entity, or other organization with the full power, authority, and capacity to (1) access and use our Platform and (2) enter into, deliver, and perform your obligations under these Terms. If you are an individual, you must be at least 18 years old.

Accessing the Platform and Account Security

We reserve the right to withdraw or amend this Platform, and any service we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered Users.

You are responsible for both:

1. Making all arrangements necessary for you to have access to the Platform.
2. Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information, including but not limited to your email address. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your account or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

Users retain ownership of any content, data, or material they create, upload, or otherwise provide to the Platform, whether it is temporarily custodied on the Platform or not ("User Content"). By uploading or posting User Content to the Platform, you grant Unspendable Labs a limited, non-exclusive, worldwide, royalty-free license to use,

display, reproduce, and distribute your User Content for the purposes of operating, maintaining, and promoting the Platform. This license does not transfer ownership of the User Content to Unspendable Labs.

Unspendable Labs Intellectual Property. We may make available through the Platform content that is subject to intellectual property rights. We retain all rights to that content. By using the Platform, users also consent to being bound to Pinata's <https://pinata.cloud>) terms of service, as applicable.

Reservation of Rights. Unspendable Labs and its licensors exclusively own all right, title, and interest in and to the Platform, including all associated intellectual property rights. You acknowledge that the Platform is 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 Platform.

Trademarks

The Trademarks, service marks, and logos ("Trademarks") used and displayed on or through the Platform are registered and unregistered Trademarks of the relevant mark owners of Unspendable Labs and our licensors. Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use, copy, or imitate, in whole or in part, any Trademark displayed on the Platform, without our written permission or that of other Trademark owners. We prohibit the use of the Trademarks, any entity name, trade name, company name of ours or any other Trademark owned by us as a "hot" link to any website.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

3. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
4. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
5. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
6. To impersonate or attempt to impersonate the Company, a Company employee, another User, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
7. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or Users of the Platform, or expose them to liability.
8. Engage in any type of market manipulation. Market manipulation activities include, but are not limited to, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing and layering, regardless of whether it is prohibited by law. The Company does not monitor the terms of any posting or transaction.
9. Use the Platform to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities.
10. Develop any third-party applications that interact with our Platform without our prior written consent, or unless otherwise agreed.
11. Provide false, inaccurate, or misleading information.

12. Post content or communications that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable.

Additionally, you agree not to:

1. Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real-time activities through the Platform.
2. Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
3. Use any manual or automated process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
4. Use any device, software, or routine that interferes with the proper working of the Platform.
5. Introduce any viruses, Trojan horses, worms, logic bombs, backdoors or other material that is malicious or technologically harmful.
6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
7. Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
8. Otherwise attempt to interfere with the proper working of the Platform or its use by any User.

Monitoring and Enforcement; Termination

We have the right to:

9. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
10. Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

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

Reliance on Information or Strategy Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information or any strategy that may be available to you. Any reliance you place on such information or strategy 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 Platform, or by anyone who may be informed of any of its contents.

This Platform may include content provided by third parties, including materials provided by other Users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting Platform. 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. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

HORIZON MARKET PLATFORM'S FUNCTION

The Platform is an online listing index that allows users to list messages in order to sell Counterparty assets for Bitcoin. The Platform is not responsible for the accuracy of Counterparty actions, messages, transaction history or smart contracts.

Compliance with Law; Taxes

You are responsible for complying with all applicable laws related to your activities and other use of the Platform, including without limitation any reporting obligations and payment of all applicable taxes. You will determine what, if any, taxes apply to the transactions you complete via the Platform, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Unspendable Labs is not responsible for determining whether taxes apply to your activities on the Platform.

Disclaimer of Warranties

Unless otherwise agreed to in writing, communications from Unspendable Labs are intended solely for informational purposes, and should not be construed as investment advice and are not meant to be a solicitation or recommendation to buy, sell, or hold any securities or Bitcoin or other assets. Unspendable Labs is not registered as a securities brokerdealer or an investment adviser with the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority ("FINRA") or any state securities regulatory authority. Unspendable Labs is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities effected by you using the Platform. No communication or information provided to you by Unspendable Labs is intended as, or shall be considered or construed as, advice. At present, Unspendable Labs is exempt from federal registration as an investment adviser because it does not provide "continuous and regular supervisory or management services" contemplated by the definition of "investment adviser" under the Investment Advisers Act of 1940. Unspendable Labs is not a money transmitter and does not convert or transmit anything of value on anyone's behalf. All transactions are executed privately between the parties, without the Platform's facilitation or validation. You are solely responsible for determining whether any investment, investment strategy, or transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

We do not provide investment advice and any content contained on the Platform should not be considered as a substitute for tailored investment advice. The content of our Platform should not be used as a basis for making investment decisions.

UNSPENDABLE LABS EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES ABOUT THE PLATFORM, OR THIRD PARTY LINKED ACCOUNTS, INCLUDING ANY CRYPTOCURRENCY OR BITCOIN WALLETS THAT USERS MAY CONNECT. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK. WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND ABOUT THE PLATFORM, THIRD PARTY LINKED ACCOUNTS OR ANY OTHER THIRD-PARTY MATERIALS OR SERVICES MADE AVAILABLE TO YOU BY US OR THROUGH THE PLATFORM, UNLESS SPECIFIED IN WRITING.

UNSPENDABLE LABS HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PLATFORM:

- IS MERCHANTABLE;
- IS FIT FOR A PARTICULAR PURPOSE OR NEED;
- IS NON-INFRINGEMENT;
- CONTAINS ACCURATE, GENUINE, COMPLETE, UP TO DATE, OR RELIABLE INFORMATION, INCLUDING, WITHOUT LIMITATION, REGARDING ADVERTISEMENTS, BROKERAGE ACCOUNTS, MARKET DATA OR OTHER DATA LINKED THROUGH THE PLATFORM OR PROVIDED BY A THIRD PARTY;
- PROVIDES TIMELY, SECURE AND UNINTERRUPTED RESULTS AND PLATFORM;
- IS COMPATIBLE OR INOPERABLE WITH YOUR DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT, OR DEVICE;
- PROVIDES QUALITY, ERROR FREE SERVICES OR ANYTHING OTHER THAN AN “AS IS” SITE;
OR
- WILL HAVE COMMUNICATIONS SENT TO YOU THAT ARE FREE FROM VIRUSES OR OTHER HARMFUL ELEMENTS.

UNSPENDABLE LABS MAKES NO WARRANTIES AS TO PRIVACY OR SECURITY.

SPECIFIC RISKS OF BLOCKCHAIN AND DIGITAL ASSETS

While the Platform is simply an electronic listing tool to sell Counterparty assets for Bitcoin and does not facilitate the exchange of crypto asset securities, Users should be aware that their use of Blockchain is subject to the risks and limitations of that Blockchain, which can include, without limitation, fifty-one percent attacks, mis-addressed transactions, Sybil attacks, eclipse attacks, compromised private keys, vulnerabilities made at the “core” level, Blockchain reorganizations, replace-by-fee-attacks, frontrunning, and other mempool attacks, as well as metadata decay and third-party dependency risk. Users’ use of any payment method, including Bitcoin or other cryptocurrency, is at your own risk and is subject to the terms and conditions and policies of such payment service. We do not facilitate nor validate any Users’ use of any Blockchain or payment service. Users agree to hold Unspendable Labs and the Platform unaccountable for these types of risks, and to waive their right to litigate, arbitrate, mediate, or otherwise hold any type of claim against Unspendable Labs for injuries suffered due to your use of a Blockchain network or service.

While we do not provide investment advice, or purport to provide Users with quotes on crypto asset securities, all transactions involving digital assets such as Bitcoin and Counterparty assets involve substantial risk. The price or value of Bitcoin and other assets can change rapidly, decrease and potentially even fall to zero. Past performance is not an indicator of future performance. We do not hold or custody any Bitcoin or other assets or private keys in any way, and therefore, we are not responsible for any loss of your Bitcoin or other assets resulting from theft, loss or mishandling of private keys. You understand and agree that the value of digital assets can be volatile, and we are not responsible or liable for any losses a User may incur by transferring Bitcoin or other assets in connection with the Platform.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY SITES LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS

OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification

You agree to defend, indemnify, and hold harmless Unspendable Labs and any of our parents, subsidiaries, affiliates, partners, vendors, licensors, contractors and agents, and any of our or their owners, managers, officers, employees, successors, assigns, representatives, attorneys and agents (collectively “Indemnified Parties”) from any claim or loss resulting from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any thirdparty actions related to your use of the Platform; (iii) your or your agent’s misrepresentation or alleged misrepresentation, or act or omission; (iv) Indemnified Parties following your or your agent’s directions or instructions, or failing to follow your or your agent’s unlawful or unreasonable directions or instructions; or (v) any activities or Platform of the Indemnified Parties in connection with your account (including any technology Platform, reporting, trading, research). This indemnification obligation shall survive the termination of this Agreement and your use of the Platform.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in the City of Wilmington and County of New Castle, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country.

Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND UNSPENDABLE LABS AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU AND UNSPENDABLE LABS EACH WAIVE THE RIGHT TO: (1) A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH’S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and Unspendable Labs regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

Your Comments and Concerns

This Platform is operated by Unspendable Labs Inc., 8 The Green, #16613, Dover, DE 19901.

All notices of copyright infringement claims and all other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: support@unspendablelabs.com.