

# Terms

This Terms of Service Agreement (the “*Agreement*”) is made and entered into by and between you and Flops Network Holding Limited, a British Virgin Islands corporation (the “Axlflows”, “*Company*”, “*us*”, “*we*”, or “*our*”). This Agreement sets forth the terms and conditions that govern your use of and access to the products, materials, and services provided through or on the Axlflows website (the “*Website*”), including any Company-provided computer or mobile software or application (collectively, the “*Services*”).

## **1 Acceptance of this Agreement.**

### *1.1 Acceptance Through Using or Accessing the Services.*

Please review the following terms carefully. By accessing or using the Services (or by clicking on “accept” or “agree” to this Agreement when prompted), you agree to be bound by the terms and conditions of this Agreement on behalf of yourself or the entity or organization that you represent. If you do not agree to the terms and conditions of this Agreement, you may not use or access the Services and must exit the Website immediately.

### *1.2 Eligibility Requirements to Use or Access the Services.*

To use the Website or any other Services, you must be (i) at least 18 years old, and (ii) not be on a sanctions or restricted or prohibited list, or physically located in a country on such a list, of the United States of America, the European Union or any of its member states, or the United Kingdom including but not limited to the following countries or territories: Afghanistan, Belarus, Central African Republic, Crimea, Cuba, Eritrea, Iran, Iraq, Lebanon, Libya, Myanmar, North Korea., Somalia, Syria, Sudan, the Donetsk and Luhansk regions of Ukraine. By accessing or using the Services, you represent and warrant that you meet all the foregoing eligibility requirements. You also represent and warrant that you have the right, authority, and capacity to enter into this Agreement on your behalf or the entity or organization that you represent. If you do not meet all these requirements, you may not use or access the Services.

### *1.3 Changes to this Agreement.*

The Company reserves the right to change this Agreement from time to time in its sole discretion without notice to you. The latest version of the Agreement will be posted on the Website and should be reviewed prior to accessing or using the Services. All changes will be effective immediately when posted on the Website and will apply to your use of and access to the Services from that point onward.

Your continued use of or access to the Services following any changes to this Agreement shall constitute your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. You should check this page frequently so that you are aware of any changes since they are binding on you.

## **2 Access to the Services.**

The Services may change from time to time as the Company evolves, refines, or adds more features to the Services. The Company reserves the right to modify, withdraw, or discontinue the Services, in whole or in part, at any time without notice to you. You agree that the Company shall have no liability to you or any third party for any losses or damages caused by the Services not being available, in whole or in part, at any time or for any period.

### **3 Policy for Using the Services.**

#### *3.1 Prohibited Uses.*

You may use the Services for lawful purposes only and in accordance with this Agreement and with the Company-provided documentation accompanying the Services. You agree not to use the Services in any way that could damage the Services or general business of the Company.

#### *3.2 Prohibited Activities.*

You further agree not to engage in any of the following prohibited activities in connection with using the Services:

- a) No Violation of Laws or Obligations. Violate any applicable laws or regulations (including intellectual property laws and right of privacy or publicity laws) or any contractual obligations.*
- b) No Unsolicited Communications. Send any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, or any other form of unsolicited communications, whether commercial or otherwise.*
- c) No Impersonation. Impersonate others or otherwise misrepresent your affiliation with a person or entity in an attempt to mislead, confuse, or deceive others.*
- d) No Harming of Minors. Exploit or harm minors in any way, including exposing inappropriate content or obtaining personally identifiable information.*
- e) Compliance with Content Standards. Upload, display, distribute, or transmit any material that does not comply with the Content Standards set out below in this Agreement.*
- f) No Interference with Others' Enjoyment. Harass or interfere with anyone's use or enjoyment of the Services, or expose the Company or other users to liability or other harm.*
- g) No Interference or Disabling of the Services. Use any device, software, or routine that interferes with the proper working of the Services, or take any action that may interfere with, disrupt, disable, impair, or create an undue burden on the infrastructure of the Services, including servers or networks connected to the Website.*
- h) No Monitoring or Copying Material. Copy, monitor, distribute, or disclose any part of the Services by automated or manual processes, devices, or means. This includes, without limitation, using automatic devices such as robots, spiders, offline readers, crawlers, or scrapers to strip, scrape, or mine data from the Website; provided, however, that the Company conditionally grants to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.*
- i) No Viruses, Worms, or Other Damaging Software. Upload, transmit, or distribute to or*

*through the Services any viruses, Trojan horses, worms, logic bombs, or other materials intended to damage or alter the property of others, including attacking the Services via a denial-of-service or distributed denial-of-service attack.*

- j) No Unauthorized Access or Violation of Security. Violate the security of the Services through (i) any attempt to gain unauthorized access to the Services or to other systems or networks connected to the Services, (ii) the breach or circumvention of encryption or other security codes or tools, or (iii) data mining or interference to any server, computer, database, host, user, or network connected to the Services.*
- k) No Reverse Engineering. Reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying information of or relating to the Services.*
- l) No Collecting User Data. Collect, harvest, or assemble any data or information regarding any other user without their consent. This includes, without limitation, their emails, usernames, or passwords.*
- m) No Other Interference. Otherwise attempt to interfere with the proper working of the Services.*
- n) Attempt or Assist Others in Attempting. Attempt any of the foregoing or assist, permit, or encourage others to do or attempt any of the foregoing.*
- o) Money Laundering. The Services shall not be used in connection with money laundering, financing illicit activities, Sanctions evasion or any other unlawful purposes.*
- p) Circumvention. Except as directly enabled as a feature of the Services, you may not use, employ or operate bots or other forms of automation, or any techniques to modify your internet protocol address (including use of a Virtual Private Network (VPN)) or otherwise circumvent the above restrictions, when using the Services. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jailbreaking."*
- q) Scraping. You may not "screen scrape" or otherwise use any automated means to access the Services or collect any information from the Services, except to index the public-facing portions of the Services for a search engine.*

### **3.3 Geographic Restrictions.**

You shall not access or use the Software if you are or become included on a Sanctions or restricted or prohibited list of the United States of America, the European Union or any of its member states, or the United Kingdom, or physically located in a country on such a list, including but not limited to the following countries or territories: Afghanistan, Belarus, Central African Republic, Crimea, Cuba, Eritrea, Iran, Iraq, Lebanon, Libya, Myanmar, North Korea,, Somalia, Syria, Sudan, the Donetsk and Luhansk regions of Ukraine. You accept full responsibility for compliance with all local laws. The Company makes no representations that the Services or any of its content are accessible or appropriate in any particular jurisdiction.

### **3.4 Sanctions.**

For purposes of this Agreement, "**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the British Virgin

Islands, the U.S. government, including those administered by the OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or His Majesty's Treasury of the United Kingdom, or authorities in any country in which the Company does business.

**“Sanctioned Person”** means (a) any person or entity listed at such time in any Sanctions-related list of designated persons maintained by the British Virgin Islands, OFAC or the U.S. Department of State or by the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or similar lists maintained by governments in any jurisdiction in which the Company does business, (b) any person or entity operating, organized or resident in a location that is subject to comprehensive Sanctions administered by OFAC at such time (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine) ,or (c) any entity 50% or more owned by any such person or entity described in the foregoing clauses (a) or (b) at such time.

### 3.5 *Consequences of Misuse.*

If the Company has a reasonable suspicion that you are creating a risk or possible legal liabilities or not acting in accordance with the terms of this Agreement, the Company may limit, suspend, or terminate your access to the Services, or portions thereof, and/or take technical and legal steps to prevent you from accessing or using the Services.

3.6 The Company and/or its partners may have legal obligations under applicable laws designed to detect money laundering or other crimes, including obligations to report suspicious activity. The Company reserves the right to deny any individual the right to access products that are otherwise available on the Services for any reason, including, without limitation, as a result of information obtained in connection with background checks and whether or not such information is accurate, truthful or complete.

## 4 **Paid Services**

4.1 *Billing Policies.* Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to our displayed prices on the Site as we may update them from time to time. We may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in its sole discretion.

4.2 *Cluster Billing.* If you request a “cluster” product on the Site, you agree to a non-refundable one-hour minimum. For example, if you request five-hours of “cluster” time on the Site, and only use five-minutes, you will still be billed for one-hour.

4.3 *No Refunds.* You may cancel your account at any time; however, there are no refunds for cancellation. In the event that we suspend or terminate your account or this Agreement, you understand and agree that you shall receive no refund, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

4.4 *Taxes.* You are responsible for paying any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions with the Services.

## 5 **Third-Party Service Providers**

To provide the Services, the Company may use the following service providers. You authorize the Company to share your information with these and other service providers as necessary for the provision of the Services. You authorize these service providers and their affiliates and service providers to use, disclose and retain your personal data in connection with these terms and the provision of the Services and as required by law. As a condition of the use of the Services, you agree to each of the agreements listed after each service provider.

- Google (Terms, Privacy Policy)
- Cloudflare (Terms, Privacy Policy)
- Github (Terms, Privacy Policy)
- Fireblocks (Terms, Privacy Policy)
- AWS (Terms, Privacy Policy)
- CloudFront (Terms, Privacy Policy)
- OpenResty (Terms, Privacy Policy)

## 6 **Blockchain**

- a) Using the Services may require that you pay a fee to other users of the Services (such as merchants) or to the Company. Using the Services may also require that you pay a fee to parties other than users or the Company, such as gas charges on the blockchain to perform a transaction. You acknowledge and agree that the operator has no control over any such transactions, the method of payment of such transactions or any actual payments of transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your protocol-compatible wallet address to complete any transaction on the blockchain or Services before initiating such transaction.
- b) You accept all risks associated with your financial, cryptocurrency, and other crypto asset holdings, staking, and transfers. You agree and acknowledge that the Company is not responsible or liable for disclosure of your personal wallet "key," even if such loss may be attributed to an error or "bug" in the Services.
- c) You understand and accept that your access to your tokens or other cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use which may result in your tokens or other cryptocurrency assets diminishing in value or you being unable to complete a smart contract.
- d) You accept all risks associated with the use of the Services to conduct cryptocurrency transactions, including, but not limited to, in connection with the failure of hardware, software, internet connections, and failures related to any supported network.
- e) You understand and accept that the Services may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.
- f) You agree that you understand the inherent risks associated with cryptographic systems, including hacking risks and future technological development.
- g) You agree that you have an understanding of the usage and intricacies of native cryptographic tokens. **You acknowledge and understand that with regard to any**

**cryptographic tokens “stored” in a wallet to which you have custody, you alone are responsible for securing your private key(s).** The Company does not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to blockchain resources and your blockchain wallet.

- h) You agree that with regard to any cryptographic tokens or other assets stored on resources hosted by the Company, the Company is not liable to you for any loss, failure, or unavailability of any kind, of such tokens or assets, for any reason.
- i) Regardless of anything to the contrary in this Agreement, nothing in this Agreement is a waiver, and we will not assert there has been a waiver, that would not be permissible under applicable provision of laws of the British Virgin Islands .
- j) You acknowledge that the Company and its affiliates do not provide investment advice or a recommendation of securities or investments. You should always obtain independent investment and tax advice from your professional advisers before making any investment decisions.
- k) You acknowledge that you are not relying on the Company or any of its affiliates, officers, directors, partners, agents or employees in making an investment decision. Always consider seeking the advice of a qualified professional before making decisions regarding your business and/or investments. The Company does not endorse any investments and shall not be responsible in any way for any transactions you enter into with third parties. You agree that the Company and its affiliates, officers, directors, partners, agents or employees will not be liable for any loss or damages of any sort incurred as a result of any interactions between you and third parties.
- l) It is your responsibility to determine what, if any taxes may apply to the transactions you complete under the Services and it is your responsibility to report and remit the appropriate tax to the relevant taxing authorities. You agree that the operator is not responsible for determining whether taxes apply to the exchanges made under the Services.

## **7 Intellectual Property Rights.**

### *7.1 Ownership of Intellectual Property.*

You acknowledge that all intellectual property rights, including copyrights, trademarks, trade secrets, and patents, in the Services and its contents, features, and functionality (collectively, the **“Content”**), are owned by the Company, its licensors, or other providers of such material. The Content is protected by the British Virgin Islands and international intellectual property or proprietary rights laws. Neither this Agreement nor your access to the Services transfers to you any right, title, or interest in or to such intellectual property rights. Any rights not expressly granted in this Agreement are reserved by the Company and its licensors.

### *7.2 License to Use the Services.*

During the Term of this Agreement, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use and access the Content for any business or commercial use in accordance with this Agreement. The Content may not be used for any other purpose. This license will terminate upon your cessation of use of the Services or at the termination of this Agreement.

### 7.3 *Certain Restrictions.*

The rights granted to you in this Agreement are subject to the following restrictions:

- a) **No Copying or Distribution.** You shall not copy, reproduce, publish, display, perform, post, transmit, or distribute any part of the Content in any form or by any means except as expressly permitted herein or as enabled by a feature, product, or the Services when provided to you.
- b) **No Modifications.** You shall not modify, create derivative works from, translate, adapt, disassemble, reverse compile, or reverse engineer any part of the Content.
- c) **No Exploitation.** You shall not sell, license, sublicense, transfer, assign, rent, lease, loan, host, or otherwise exploit the Content or the Services in any way, whether in whole or in part.
- d) **No Altering of Notices.** You shall not delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Content.
- e) **No Competition.** You shall not access or use the Content in order to build a similar or competitive website, product, or service.
- f) **Systematic Retrieval.** You shall not use any information retrieval system to create, compile, directly or indirectly, a database, compilation, collection or directory of the Content or other data from the Services.

### 7.4 *Trademark Notice.*

All trademarks, logos, and service marks displayed on the Services are either the Company's property or the property of third parties. You may not use such trademarks, logos, or service marks without the prior written consent of their respective owners.

## **8 User Content.**

### 8.1 *User Generated Content.*

The Services may contain features that allow users to post, upload, submit, or process content or materials (collectively, "User Content") on or through the Services.

You are solely responsible for your User Content. Please consider carefully what you choose to share. All User Content must comply with the Content Standards set forth below. Any User Content you post on or through the Services will be considered non-confidential and non-proprietary. You assume all risks associated with the use of your User Content. This includes any reliance on its accuracy, completeness, reliability, or appropriateness by other users and third parties, or any disclosure of your User Content that personally identifies you or any third party. You agree that the Company shall not be responsible or liable to any third party for any User Content posted by you or any other user of the Services.

You further agree that the Company shall not be responsible for any loss or damage incurred as the result of any interactions between you and other users. Your interactions with other users are solely between you and such users. If there is a dispute between you and any other user, we are under no obligation to become involved.

## 8.2 *License.*

You hereby grant to the Company an irrevocable, non-exclusive, royalty-free and fully paid, transferable, perpetual, and worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, in connection with the Services and the Company's business including, without limitation, for promoting and redistributing part or all of the Services in any media formats and through any media channels.

You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any User Content that you submit. You hereby irrevocably waive all claims and have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, content, or material submitted to us. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to any User Content that contains any personally identifiable information.

## 8.3 *Content Standards.*

You agree not to send, knowingly receive, upload, transmit, display, or distribute any User Content that does not comply with the following standards (*"Content Standards"*). User Content must not:

- a) **Violate Laws or Obligations.** Violate any applicable laws or regulations (including intellectual property laws and right of privacy or publicity laws), or any contractual or fiduciary obligations.
- b) **Promote Illegal Activity or Harm to Others.** Promote any illegal activity; advocate, promote, or assist any unlawful act; or create any risk of any harm, loss, or damage to any person or property.
- c) **Infringe Intellectual Property Rights.** Infringe any copyright, trademark, patent, trade secret, moral right, or other intellectual property rights of any other person.
- d) **Defamatory, Abusive, or Otherwise Objectionable Material.** Contain any information or material that we deem to be unlawful, defamatory, trade libelous, invasive of another's privacy or publicity rights, abusive, threatening, harassing, harmful, violent, hateful, obscene, vulgar, profane, indecent, offensive, inflammatory, humiliating to other people (publicly or otherwise), or otherwise objectionable. This includes any information or material that we deem to cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, alarm, or annoy another person.
- e) **Promotion of Sexually Explicit Material or Discrimination.** Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- f) **Fraudulent Information or Impersonation.** Contain any information or material that is false, intentionally misleading, or otherwise likely to deceive any person including, without limitation, impersonating any person, or misrepresenting your identity or affiliation with any person or organization.



- g) Endorsement by the Company. Represent or imply to others that it is in any way provided, sponsored, or endorsed by the Company or any other person or entity, if that is not the case.

#### 8.4 *Monitoring and Enforcement.*

We reserve the right at all times, but are not obligated, to take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Content Standards or any other provision in this Agreement, or creates liability for the Company or any other person. Such action may include reporting you to law enforcement authorities.

The Company and its affiliates, and their respective officers, directors, employees or agents, assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. The Company shall have no liability or responsibility to anyone for the performance or non-performance of the activities described in this Section.

#### 8.5 *Feedback to the Company.*

If you provide the Company with any feedback or suggestions regarding the Services ("Feedback"), you hereby assign to the Company all rights in such Feedback and agree that the Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. The Company will treat any Feedback that you provide to the Company as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

### **9 Assumption of Risk.**

The information presented on or through the Services is made available for general information purposes only. The Company does not warrant the accuracy, completeness, suitability, or quality of any such information. Any reliance on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such information by you or any other user of the Services, or by anyone who may be informed of any of its contents.

### **10 Prevention Of Money Laundering, Terrorist Finance And Violations Of Financial Sanctions**

#### *10.1 You represent and warrant that:*

- a) You will not use the Services in any illegal manner or for any illegal purposes, in particular not for any purposes related to money laundering, predicate offenses of money laundering, terrorist financing or other activities that violate applicable law,
- b) You will not use any proceeds from illegal activities for transactions made in connection with the Services, and
- c) You will make no transactions in connection with the Services to facilitate or engage in illegal activities, in particular activities related to money laundering, predicate offenses of money laundering, terrorist financing, Sanctions evasion, or other activities that violate applicable law.

- 10.2 You represent and warrant that, at the time of any use of the Services, no criminal or regulatory investigations are pending against you or—where you are not a natural person—against any of your affiliates, members of its managing or supervisory body, other senior executives, or shareholders in connection with your business activities. You represent and warrant that, at the time of any use of the Services, no criminal or regulatory investigations are pending against you or—where you are not a natural person—against any of your affiliates, members of your managing or supervisory body, other senior executives, or shareholders in connection with your business activities.
- 10.3 You represent and warrant that, at the time of any use of the Services:
- a) You are not included on a Sanctions list of the British Virgin Islands, the United States of America, the European Union or any of its member states, or the United Kingdom, nor any Sanctions list in the countries in which you are a citizen, resident, or does business.
  - b) You are neither acting (i) indirectly (e.g., as proxy or agent) on behalf of a natural or legal person included on a Sanctions list, or (ii) directly or indirectly transferring assets of any kind to a natural or legal person included on a Sanctions list.
  - c) If you are not a natural person, none of your shareholders who directly or indirectly holds more than 25 percent of its shares is included on a Sanctions list.
  - d) You understand and abide by the British Virgin Islands Sanctions and the Sanctions of the country in which you conduct business.
  - e) You will not engage in any action or use the Services in any way that would cause the Company to violate the British Virgin Islands Sanctions or the Sanctions of the country in which it is a citizen, resident, or conducts business, including providing software or services to any person in any country subject to comprehensive Sanctions by the British Virgin Islands or any party on a Sanctions list.
  - f) You will notify Company if you are placed on a Sanctions list or otherwise have reason to believe you may have violated Sanctions and shall cooperate with Company to comply with Company’s legal obligations.

## **11 Privacy.**

We are committed to protecting your personal information and helping you understand exactly how your personal information is being used. You should carefully read the Privacy Policy as it provides details on how your personal information is collected and used.

## **12 Third-Party Links and Ads.**

The Services may contain links to third-party websites, resources, and services, as well as advertisements (collectively, “Third-Party Links”). Third-Party Links are provided for your convenience only. The Company does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. The Company has no control over the contents, products, or services of any Third-Party Link and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any Third-Party Link, you do so entirely at your own risk and subject to the terms and conditions

of use for such Third-Party Link. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third-Party Link.

### **13 Termination.**

#### *13.1 Termination.*

The Company may suspend or terminate your access or rights to use the Services at any time, for any reason, in our sole discretion, and without prior notice, including for any breach of the terms of this Agreement. Upon termination of your access or rights to use the Services, your right to access and use the Services will immediately cease. The Company will not have any liability whatsoever to you for any suspension or termination of your rights under this Agreement, including for termination of your account or deletion of your User Content. If you have registered for an account, you may terminate this Agreement at any time by contacting the Company and requesting termination.

#### *13.2 Effect of Termination.*

Upon termination of this Agreement, any provisions that by their nature should survive termination shall remain in full force and effect. This includes, without limitation, ownership or intellectual property provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to the Company or any third party. You understand that any termination of your access to and use of the Services may involve deletion of your User Content associated with your account from our databases.

### **14 No Warranty.**

**The Services are provided on an “as-is” and “as-available” basis. Use of the Services is at your own risk. To the maximum extent permitted by applicable law, the Services are provided without warranties of any kind, whether express, implied, statutory, or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement.**

**Without limiting the foregoing, the Company and its licensors do not warrant that any content provided in the Services is accurate, reliable, complete, or correct; that the Services will meet your requirements; that the Services will be available at any particular time or location, uninterrupted, error-free, or secure; that any defects or errors will be corrected; that the Services are free of viruses or other harmful components; or that the Services or items obtained through the Services will otherwise meet your requirements or expectations. To the fullest extent provided by law, the Company and its affiliates will not be liable for any loss or damage to your computer system, mobile device, data, or other proprietary material that may result from your use of the Services or items obtained through the Services or your downloading of any material posted on the Services. We do not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a third party through the Services or third-party links, and we will not be a party to or in any way monitor any transaction between you and any third-**

**party providers of products or services or any other user.**

**The Services would not be provided without these limitations. No advice or information, whether oral or written, obtained by you from us through the Services will create any warranty, representation, or guarantee not expressly stated in this agreement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. If applicable law requires any warranties with respect to the services, all such warranties are limited in duration to ninety (90) days from the date of first use.**

**15 Limitation of Liability.**

**To the fullest extent allowed by applicable law, in no event shall the Company or its affiliates, or their respective licensors, service providers, employees, agents, officers, or directors be liable to you or any third party for any damages of any kind, under any legal theory, arising out of or in connection with your use or inability to use the Services, any third-party link, or any content on the Services or such third-party link, including, without limitation, any loss of use, revenue, or profit, loss of business or anticipated savings, loss of data, loss of goodwill, or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the Company has been advised of the possibility of such damages. Your sole remedy for dissatisfaction with the services is to stop using the services.**

**Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitation and exclusions may not apply to you.**

**16 Indemnification.**

You agree to indemnify, defend, and hold harmless the Company and its affiliates and their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against any and all loss, claims, actions, suits, complaints, damages, liabilities, penalties, interest, judgments, settlements, deficiencies, disbursements, awards, fines, costs, fees, or expenses of whatever kind, including reasonable attorneys' fees, fees and other costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or relating to your breach of this Agreement or your use or misuse of the Services including, but not limited to, your User Content or any actions taken by a third party using your account. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to assist and cooperate with our defense or settlement of these claims.

**17 Disputes.**

*17.1 Governing Law.*

All matters relating to this Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in

accordance with, the laws of the British Virgin Islands, without giving effect to any conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly disclaimed by the parties with respect to this Agreement and the transactions contemplated hereby.

*17.2 Dispute Resolution.*

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator appointed in accordance with the SIAC Rules. The language of the arbitration shall be English.

**You understand and agree that by entering into these terms, you are waiving the right to trial by jury or to participate in a class action.**

*17.3 Limitation to Time to File Claims.*

**Any cause of action or claim you may have arising out of or relating to this agreement or the services must be commenced within one (1) year after the cause of action arose; otherwise, such cause of action or claim is permanently waived and barred.**

**18 Miscellaneous.**

*18.1 Waiver.*

Except as otherwise set forth in this Agreement, no failure of the Company to exercise, or delay by the Company in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

*18.2 Severability.*

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

*18.3 Entire Agreement.*

This Agreement, together with all documents referenced herein, constitutes the entire agreement between you and the Company with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

*18.4 Headings.*

Headings and titles of sections, clauses, and parts in this Agreement are for convenience only. Such headings and titles shall not affect the meaning of any provisions of the Agreement.

*18.5 No Agency, Partnership, or Joint Venture.*

No agency, partnership, or joint venture has been created between you and the Company as a result of this Agreement. You do not have any authority of any kind to bind the Company in any respect whatsoever.

*18.6 Assignment.*

You shall not assign or delegate any of your rights or obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this Section shall be deemed null and void. No assignment or delegation shall relieve you of any of your obligations hereunder. The Company may freely assign or delegate its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

**19 Contact Information.**

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to [contact@axlflops.ai](mailto:contact@axlflops.ai).