

THIRDSPOT TERMS OF USE AGREEMENT

Effective on May 01, 2026

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. INTRODUCTION

By accessing or using Thirdspot's Services, you agree to be bound by this Terms of Use Agreement (the "Terms" or "Agreement"), including our Privacy Policy, Cookie Policy, Member Principles, and Safety Advice, so it is important that you read this Agreement and these policies and procedures carefully before you create an account.

DISPUTE RESOLUTION: PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH DISPUTES WILL BE ADDRESSED BETWEEN YOU AND THIRDSPOT. SECTION 15 REQUIRES WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND THIRDSPOT SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION, INCLUDING DISPUTES RELATED TO ARBITRABILITY. SECTION 15 ALSO INCLUDES A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, SMALL CLAIMS COURT ELECTION, CLASS ACTION AND JURY TRIAL WAIVERS, AND ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

We may update these Terms from time to time, so check this page regularly for updates.

Welcome to Thirdspot, operated by MTCH Technology Services Limited ("MTCH Technology") for users located in the European Union ("EU"), European Economic Area ("EEA"), the United Kingdom ("UK"), or Switzerland, and operated by Thirdspot, Inc. for all other users.

As used in this Agreement, the terms "Thirdspot," "us," "we," the "Company", and "our" shall refer to Thirdspot, Inc. and/or MTCH Technology Services Limited, as appropriate. Together you and Thirdspot may be referred to as the "Parties" or separately as "Party."

By accessing or using our Services on www.thirdspot.com (the "Website"), the Thirdspot mobile application (the "App"), or any other platforms or services Thirdspot may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by this Agreement. This Agreement applies to anyone who accesses or uses our Services, regardless of registration status.

Your access and use of our Services is also subject to the Privacy Policy, Cookie Policy, Member Principles, and Safety Advice, and any terms disclosed and agreed to by you if you make any purchases from Thirdspot ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

These terms may change from time to time. Notice of any material change will be posted on this page with an updated effective date. We may notify you of a change to the Terms via email, in-app notification, or other means; however, you are responsible for regularly checking this page for any changes. To the maximum extent permitted by applicable law, your continued access or use of our Services after the effective date of

the Terms constitutes your consent to any changes.

Notwithstanding the foregoing, any material changes to the Limitation of Liability in Section 14 and the Dispute Resolution provisions in Section 15 below will require your affirmative acceptance. We reserve the right to change the availability of features in our Services in any manner and at any time as we may determine in our sole and absolute discretion.

We reserve the right to introduce mandatory features to our Services at any time. These features may be designed to enhance the functionality, security, safety or overall user experience of our Services. As these features are mandatory, if you do not wish to engage with these features, you may lose access to your account or be required to terminate your account as set forth in Section 9.

2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on Thirdspot, make sure you are eligible to use our Services. This section also details what you can and cannot do when using the Services, as well as the rights you grant Thirdspot.

2a. ELIGIBILITY

You are not authorized to create an account or use the Services unless all of the following are true, and by using our Services, you represent and warrant that:

- 1 You are an individual (i.e., not any body corporate, partnership or other business entity) at least 18 years old;
- 2 You are legally qualified to enter a binding contract with Thirdspot;
- 3 You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
- 4 You are not on any list of individuals prohibited from conducting business with the United States (for example, the U.S. Treasury Department's list of Specially Designated Nationals or any similar government agency list) nor do you face any other similar prohibition;
- 5 You are not prohibited by law from using our Services;
- 6 You have not committed, been convicted of, or pled no contest to any crime involving violence or a threat of violence, or sexual misconduct;
- 7 You do not have any other accounts on our Services; and
- 8 You have not previously been removed from our Services or our affiliates' services by us or our affiliates, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account. We retain the right to remove your access to our Services without warning in our sole discretion.

2b. YOUR RESPONSIBILITIES

You agree to:

- 1 Comply with these Terms, and check this page from time to time to ensure you are aware of any changes;
- 2 Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- 3 Use the latest version of the Website and/or App;
- 4 Treat other users in a courteous and respectful manner, both on and off our Services;
- 5 Be respectful when communicating with any of our customer care representatives or other employees;
- 6 Review the Safety Advice;
- 7 Review and comply with the Member Principles, as updated from time to time;
- 8 Maintain a strong password and take reasonable measures to protect the security of your login information; and
- 9 Present yourself respectfully and authentically by adding at least one photo that shows your face.

2c. PROHIBITED ACTIONS

You agree that you will not:

- 1 Misrepresent your identity, age, employment (current or previous), qualifications, or affiliations with a person or entity;
- 2 Use the Services in a way that damages the Services or prevents their use by other users;
- 3 Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- 4 Use our Services for any harmful, illegal, or nefarious purpose, including, but not limited to, using any Virtual Items for purposes of money laundering or other financial crimes;
- 5 Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- 6 Post or share Prohibited Content (see below);
- 7 Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- 8 Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- 9 Use another user's account or share your account with another person;
- 10 Use our Services in relation to fraud, a pyramid scheme, or other similar practice;
- 11 Use our Services in relation to any political campaign financing or for the purpose of influencing any election, other than sharing your own personal political opinions;
- 12 Violate the terms of the license granted to you by Thirdspot (see Section 6 below);

- 13 Disclose private or proprietary information that you do not have the right to disclose;
- 14 Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without Thirdspot's prior written consent;
- 15 Express or imply that any statements you make are endorsed by Thirdspot;
- 16 Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- 17 Upload viruses or other malicious code or otherwise compromise the security of our Services;
- 18 Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- 19 "Frame" or "mirror" any part of our Services without Thirdspot's prior written authorization;
- 20 Use meta tags or code or other devices containing any reference to Thirdspot or the platform to direct any person to any other website for any purpose;
- 21 Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- 22 Use or develop any third-party applications or services that directly interact with our Services or Member Content or information without our written consent, including but not limited to artificial intelligence or machine learning systems;
- 23 Use, access, or publish the Thirdspot application programming interface without our written consent;
- 24 Probe, scan or test the vulnerability of our Services or any system or network;
- 25 Encourage, promote, or agree to engage in any activity that violates these Terms;
- 26 Create a new account after we suspend or terminate your account, unless you receive our express permission; or
- 27 Submit a report about a member's behavior or content that is false, misleading, or otherwise manifestly unfounded, or abuse any reporting or appeals request system made available.

The license granted to you under these Terms and any authorization to access the Services is automatically revoked in the event that you do any of the above.

2d. PROHIBITED CONTENT

Thirdspot prohibits uploading or sharing content that:

- 1 Could reasonably be deemed to be offensive or to harass, upset, embarrass, alarm or annoy any other person;
- 2 Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;

- 3 Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- 4 Is illegal or encourages or facilitates any illegal activity including, without limitation, terrorism, human trafficking, money muling, child abuse and exploitation, or the incitement of violence or hatred;
- 5 Encourages or facilitates any activity that may result in harm to the user or another person, including, but not limited to, promotion of self-harm, eating disorders, dangerous challenges, violent extremism, or harmful misinformation;
- 6 Is defamatory, libelous, or untrue;
- 7 Relates to commercial activities (including, without limitation, sales, competitions, employment or investment opportunities, promotions, and advertising, solicitation for services, links to other websites or premium line telephone numbers);
- 8 Involves the transmission of "junk" mail or "spam";
- 9 Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment;
- 10 Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- 11 Was not written by you or was automatically generated, unless expressly authorized by Thirdspot;
- 12 Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness of a minor unaccompanied by the minor's parent or guardian;
- 13 Is inconsistent with the intended use of the Services; or
- 14 May harm the reputation of Thirdspot or its affiliates, meaning the uploading or sharing of content that is defamatory to Thirdspot or its affiliates or advocates misuse of the Service.

The uploading or sharing of content that violates these Terms ("Prohibited Content") may result in the immediate suspension or termination of your account.

3. CONTENT

It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services, even if suggested by our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that Thirdspot provides on and through our Services ("Our Content"). In this agreement, "content" includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users' profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not upload any Prohibited Content, and your content must further comply with the Member Principles. You may not display any personal contact, banking or peer-to-peer payment information, whether in relation to you or any other person. If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We strongly encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may analyze, access, store, and use Your Content, including messages and other communications, to monitor, develop, personalize, and improve our Services, including through the use of machine learning and other automated technologies, in accordance with applicable law.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time at our sole discretion.

3b. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and, unless expressly authorized by Thirdspot, you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing you to communicate with and connect with one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3c. OUR CONTENT

Thirdspot owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by

copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

Thirdspot does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful Thirdspot community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly by tapping the three dots in the top right of any profile and selecting "Report".

As set forth in our Privacy Policy, we may share data between our affiliates for the safety and security of our users and may take necessary actions if we believe you have violated these Terms, including banning you from our Services and/or our affiliates' services, and/or preventing you from creating new accounts.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

We use a combination of automated tools and human reviewers to enforce our content rules. Violations may result in consequences ranging from a warning for a less serious infraction to banning the account for more serious or repeated violations. Manifestly unfounded reports may result in enforcement actions against the reporter.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you agree to read.

For information about how Thirdspot and its affiliates collect, use, and share your personal data, please read our Privacy Policy. By using our Services, you agree that we may use your personal data in accordance with our Privacy Policy.

6. RIGHTS YOU ARE GRANTED BY THIRDSPOT

Thirdspot grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, Thirdspot grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by Thirdspot and permitted by these Terms and applicable laws. This license and any authorization to access the Service are automatically revoked in the event that you fail to comply with these Terms.

7. RIGHTS YOU GRANT THIRDSPOT

You own all of the content you provide to Thirdspot, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to Thirdspot a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, incorporate into other works, advertise, distribute and otherwise make available to the general public Your Content, in whole or in part, and in any way and in any format or medium currently known or developed in the future. Thirdspot's license to Your Content shall be non-exclusive, except that Thirdspot's license shall be exclusive with respect to derivative works created through use of our Services.

In consideration for Thirdspot allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to Thirdspot regarding our Services, you agree that Thirdspot may use and share such feedback for any purpose without compensating you.

You agree that Thirdspot may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; (v) protect the rights, property or personal safety of the Company or any other person, or (vi) to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing.

8. VIRTUAL ITEMS

Virtual items are non-refundable and subject to certain conditions.

From time to time, you may have the opportunity to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use or access special limited-use features including but not limited to credits redeemable on virtual items ("Virtual Item(s)") from Thirdspot. You may only purchase Virtual Items from us or our authorized partners through our Services.

Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to you. Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license.

Thirdspot, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Thirdspot may manage, regulate, control, modify, or eliminate Virtual Items at any time. The transfer of Virtual Items is prohibited, and you shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. YOU ACKNOWLEDGE THAT THIRDSPOT IS NOT REQUIRED TO PROVIDE A REFUND FOR VIRTUAL ITEMS FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY (SUCH AS THROUGH AN ACCOUNT BAN).

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here is what you need to know.

You can delete your account at any time by logging into the App, going to the "Profile" tab, and selecting "Settings" (the gear icon), and following the instructions to terminate your membership.

Thirdspot also reserves the right to review and, if appropriate, suspend, terminate, or ban your account without a refund if Thirdspot believes that you have violated these Terms, misused our Services, or behaved in a way that Thirdspot regards as inappropriate or unlawful, on or off our Services, in our sole discretion.

If your account is terminated by you or by Thirdspot for any reason, these Terms continue and remain enforceable between you and Thirdspot. Your information will be maintained, shared, and deleted in accordance with our Privacy Policy.

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

Thirdspot does not conduct criminal background or identity verification checks on its users.

YOU UNDERSTAND THAT THIRDSPOD DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. THIRDSPOD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, HEALTH, PHYSICAL CONDITION, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. THIRDSPOD RESERVES THE RIGHT TO CONDUCT — AND YOU AUTHORIZE THIRDSPOD TO CONDUCT — ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Thirdspot strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

11. DISCLAIMER

Thirdspot's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services or Member Content.

THIRDSPOD PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIRDSPOD DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, OR APPROPRIATE FOR YOUR PURPOSES.

THIRDSPOT ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, RECEIVES, AND/OR ACTS ON THROUGH OUR SERVICES, NOR DOES THIRDSPOT ASSUME ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, CONDUCT, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE THROUGH THIRDSPOT ON OR OFF THE SERVICE.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We take copyright infringement very seriously. We ask you to help us ensure we address it promptly and effectively.

Thirdspot has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

- 1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2 Identification of the copyrighted work claimed to have been infringed;
- 3 Identification of the material claimed to be infringing and information reasonably sufficient to permit the service provider to locate the material;
- 4 Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- 5 A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6 A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to info.thirdspot.io or via mail to: Copyright Compliance Department, Thirdspot, Inc., Legal Department, [Address].

Thirdspot will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many services, there may be ads on our Services.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Thirdspot may also provide non-commercial links or references to third parties within its content. Thirdspot is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Thirdspot is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with third parties made available through our Services, such party's terms will govern their relationship with you.

14. LIMITATION OF LIABILITY

Thirdspot's liability is limited to the maximum extent allowed by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THIRDSPOT, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF ANY USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (III) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF THIRDSPOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THIRDSPOT'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO THIRDSPOT FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST THIRDSPOT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION SECTION

In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.

15a. INFORMAL DISPUTE RESOLUTION PROCESS

If you are dissatisfied with our Services for any reason, please contact Thirdspot Customer Service at info.thirdspot.io first so we can try to resolve your concerns without the need of outside assistance.

"Dispute" is any dispute, claim, or controversy between you and Thirdspot that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Service, or our relationship with you. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement, claims that arise during the term of this Agreement, and claims that arise after the termination of this Agreement.

If you have a Dispute with Thirdspot, before formally pursuing your Dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to CT Corporation, c/o Thirdspot, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801, USA. Your Notice must contain: (1) your full name; (2) information that enables Thirdspot to identify your account; and (3) a detailed description of your Dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective.

You and Thirdspot agree to negotiate in good faith in an effort to resolve the Dispute. If the Dispute is not resolved within 60 days after receipt of a fully completed Notice, you or Thirdspot may initiate an arbitration (subject to a Party's right to elect small claims court as provided below). Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action.

15b. INDIVIDUAL RELIEF: CLASS ACTION WAIVER AND JURY TRIAL WAIVER

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND THIRDSPOT EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION. YOU AND THIRDSPOT EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS.

15c. DISPUTE RESOLUTION THROUGH ARBITRATION OR SMALL CLAIMS COURT

Any Dispute (that is not resolved informally) shall be exclusively resolved through BINDING INDIVIDUAL ARBITRATION except for the following types of Disputes:

- 1 Disputes that are within the jurisdiction of a small claims court.
- 2 Disputes covered by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act.
- 3 Disputes in certain jurisdictions, including users residing within the EU, EEA, UK, or Switzerland.

15d. INDIVIDUAL ARBITRATION AND MASS ARBITRATION PROTOCOLS

Any arbitration between you and Thirdspot shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules"). For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms>.

Thirdspot is committed to ensuring that arbitration costs to consumers do not serve as a barrier to the adjudication of disputes. If Thirdspot initiates an arbitration against you, we shall pay all NAM fees. The arbitration shall be conducted by a single, neutral arbitrator who is bound by and shall adhere to this Agreement.

15e. FUTURE CHANGES AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all Disputes between the Parties. You may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued prior to the time of your consent to this Agreement. You may opt out by sending us written notice, within 30 days of the time you consent to this Agreement, to: info.thirdspot.io.

16. GOVERNING LAW

Massachusetts law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

You understand and acknowledge that Thirdspot maintains its principal place of business in Massachusetts. You agree that the Services, this Agreement, and all Disputes shall be deemed to have arisen in Massachusetts and that Massachusetts law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

17. VENUE/FORUM SELECTION

To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Massachusetts.

Except where prohibited by law, any claims arising out of or relating to this Agreement or your relationship with Thirdspot that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Massachusetts, U.S.A. You and Thirdspot consent to the exercise of personal jurisdiction of courts in the State of Massachusetts and waive any claim that such courts constitute an inconvenient forum.

18. INDEMNITY BY YOU

You agree to indemnify Thirdspot if a claim is made against Thirdspot due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless Thirdspot, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, your conduct toward other users, or your breach of this Agreement. SOME JURISDICTIONS DO NOT ALLOW INDEMNIFICATION, SO SOME OR ALL OF THIS SECTION MAY NOT APPLY TO YOU.

19. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time, and (ii) our Privacy Policy, Cookie Policy, Member Principles, and Safety Advice. If you do not accept and agree to be bound by all of the terms of this Agreement, you are not entitled to use our Services.

20. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the Privacy Policy, Cookie Policy, Member Principles, and Safety Advice, contain the entire agreement between you and Thirdspot regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. You agree that your Thirdspot account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law.

21. FEES AND PURCHASE TERMS

This section describes how payments are processed, your tax obligations, and our advertising revenue practices.

21a. THIRD-PARTY SERVICE PROVIDER

Thirdspot uses Stripe, Inc. and its affiliates as its third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) ("Third-Party Service Provider"). If you make a purchase on the Service, you will be required to provide your payment details and any additional information required to complete your order directly to our Third-Party Service Provider. You agree to be bound by Stripe's Privacy Policy and its Terms of Service and hereby consent and authorize Thirdspot and Stripe to share any information and payment instructions you provide with one or more Third-Party Service Provider(s) to the minimum extent required to complete your transactions.

Please note that online payment transactions may be subject to validation checks by our Third-Party Service Provider and your card issuer, and we are not responsible if your card issuer declines to authorize payment for any reason. For your protection, our Third-Party Service Provider uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. Your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. In some jurisdictions, our Third-Party Service Provider may use third parties under strict confidentiality and data protection requirements for the purposes of payment processing services.

21b. PAYMENT

You shall pay all fees or charges ("Fees") charged to or displayed on your Account (e.g., event ticket fees, service charges, and processing fees) in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. By providing Thirdspot and/or our Third-Party Service Provider with your payment information, you agree that Thirdspot and/or our Third-Party Service Provider is authorized to immediately invoice your Account for all Fees due and payable to Thirdspot hereunder and that no additional notice or consent is required.

You shall immediately notify Thirdspot of any change in your payment information to maintain its completeness and accuracy. Thirdspot reserves the right at any time to change its prices and billing methods in its sole discretion. You agree to have sufficient funds or credit available upon placement of any order to ensure that the purchase price is collectible by us. Your failure to provide accurate payment information to Thirdspot and/or our Third-Party Service Provider or our inability to collect payment constitutes your material breach of this Agreement. Except as otherwise set forth in this Agreement or as otherwise required by law, all Fees hereunder are nonrefundable.

21c. TAXES

The Fees do not include any Sales Tax (defined below) that may be due in connection with the Service provided under this Agreement. If Thirdspot determines it has a legal obligation to collect Sales Tax from you in connection with this Agreement, Thirdspot shall collect such Sales Tax in addition to the Fees. If any services, or payments for any services, under this Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Thirdspot, you shall be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you shall indemnify Thirdspot for any liability or expense Thirdspot may incur in connection with such Sales Taxes.

Upon request, you will provide official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax

where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

21d. WITHHOLDING TAXES

You shall make all payments of Fees to Thirdspot free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of Fees to Thirdspot shall be your sole responsibility, and you shall provide Thirdspot with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

21e. ADVERTISING REVENUE

Thirdspot reserves the right to display third-party advertisements before, after, or in conjunction with Content posted on the Service, and you acknowledge and agree that Thirdspot has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Thirdspot as a result of such advertising).

22. TERM AND TERMINATION

This section describes the duration of this Agreement and the circumstances under which it may be terminated.

22a. TERM

The term of this Agreement commences on the date when you accept this Agreement and continues in full force and effect while you use the Service, unless terminated earlier in accordance with this Agreement.

22b. TERMINATION OF SERVICE BY THIRDSPOT

If you have materially breached any provision of this Agreement, or if Thirdspot is required to do so by law (e.g., where the provision of the Service is, or becomes, unlawful), Thirdspot has the right to, immediately and without notice, suspend or terminate any Service provided to you. Thirdspot reserves the right to terminate this Agreement or your access to the Service at any time without cause upon notice to you. You agree that all terminations for cause are made in Thirdspot's sole discretion and that Thirdspot shall not be liable to you or any third party for any termination of your Account.

22c. TERMINATION BY YOU

If you want to terminate this Agreement, you may do so by (i) notifying Thirdspot at any time and (ii) closing your Account for the Service. Your notice should be sent, in writing, to info.thirdspot.io. Any such termination will be effective immediately.

22d. EFFECT OF TERMINATION

Upon termination of the Service or the applicable feature or functionality thereof, your right to use the Service will automatically terminate, and we may delete Your Content associated therewith from our live databases. If we terminate your Account for cause, we may also bar your further use or access to the Service. Thirdspot will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of this Agreement which by their nature should survive, will survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

22e. NO SUBSEQUENT REGISTRATION

If this Agreement is terminated for cause by Thirdspot or if your Account or ability to access the Service is discontinued by Thirdspot due to your violation of any portion of this Agreement or for conduct otherwise deemed inappropriate, then you agree that you shall not attempt to re-register with or access the Service through use of a different member name or otherwise.