

## Allora Terms of Service

Last modified: February 23, 2024

These Allora Terms of Service (the “**Agreement**”) explain the terms and conditions by which you may access and use Allora, which is a decentralized, trustless, artificial intelligence (“**AI**”) network and related technologies provided by [Cayman Foundation] (referred to herein as “**[Foundation]**”<sup>1</sup>, “**we**”, “**our**”, or “**us**”). The “**Platform**” shall mean (a) <https://allora.network/>, a website hosted by Foundation that acts as a user interface for accessing or interacting with the Protocol, (b) APIs made available by us to access or interact with the Protocol ((a) and (b), the “**Interface**”) and (c) other related products and services that link to this Agreement. You must read this Agreement carefully as it governs your use of the Platform. By accessing or using any of the Platform, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use of our Platform and should not use our Platform.

To access or use our Platform, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., 18 years old in the United States) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. If you are entering into this Agreement on behalf of an entity, you represent to us that you have the legal authority to bind such entity.

You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of our Platform will fully comply with all applicable laws and regulations, and that you will not access or use our Platform to conduct, promote, or otherwise facilitate any illegal activity.

**NOTICE:** This Agreement contains important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. Our Platform is only available to you — and you should only access our Platform — if you agree completely with these terms.

### 1. Our Platform

#### 1.1 The Protocol

The Protocol is designed to enable providers (each a “**Model Provider**”) of large language and other AI models (each a “**AI Model**”) to monetize those models through a decentralized network and make those models available to application and protocol developers (each a “**Developer**”). To continuously improve models that are connected to the Protocol, the Protocol further incentivizes individuals to validate and verify the performance of AI Models (each a “**Validator**”).

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<sup>1</sup> NTD: To be updated throughout.

The Protocol itself may have different release versions, each of which comprises open-source or source-available self-executing smart contracts that are deployed on various public blockchains. Foundation does not control the Protocol, but may, along with others, operate nodes on the decentralized network that uses the Protocol.

The Protocol may include means to incentivize or compensate users for certain activities that occur, including providing AI Models and validating results provided by AI Models. Foundation is not responsible for any transactions that occur on the Protocol or any compensation or incentives that are provided to users through the Protocol.

## 1.2 The Interface

Foundation has made available the Interface to allow users to interact with the Protocol. The Interface is distinct from the Protocol and is one, but not the exclusive, means of accessing the Protocol. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use our Platform (including the Interface) solely in accordance with this Agreement and to facilitate your use of the Protocol. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble or decompile our Platform (including the Interface) for any purpose other than as expressly permitted pursuant to this Agreement. Except as set forth in this Agreement, we grant you no rights to our Platform, the Interface, including any intellectual property rights therein.

## 1.3 Use of AI Models

As a Model Provider, you retain ownership of your AI Models and you hereby grant users of your AI Models a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to freely use and exercise any and all rights in any outputs from your AI Models. As a user of the AI Models, you grant the corresponding Model Provider of the AI Models you interact with a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to freely use and exercise any and all rights in any inputs you provide to such AI Models. In addition, you acknowledge that there are numerous limitations that apply with respect to output provided by AI Models due to the fact that it is automatically generated, including that (a) it may contain errors or misleading information, (b) AI Models are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content, (c) AI Models can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in output that is out of context or does not make sense, (d) AI Models can perpetuate biases that are present in the data used to train them, which can result in output that is discriminatory or offensive, (e) AI Models can struggle with complex tasks that require reasoning, judgment and decision-making, and (f) AI Models require large amounts of data to train and generate content, and the data used to train AI Models may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated output. You agree that you are responsible for evaluating, and bearing all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of any output.

## 1.4 Testnet

We may provide a testnet or non-live version of our Platform (the “**Testnet**”) available to our users for testing or evaluation purposes. The Testnet is not intended to be relied on for any reason whatsoever or to be used in a production environment. You acknowledge and accept that the Testnet (a) may contain bugs, errors and defects, (b) may function improperly or be subject to periods of downtime and unavailability, (c) may result in total or partial loss or corruption of data; (d) may result in partial or total inability to access; and (e) may be modified or discontinued at any time by us, including through the release of subsequent versions, all with or without notice to you. ***The Testnet is available on an “as is” basis without any warranties of any kind.***

## 1.5 Additional Terms for Third Party Services and Content

When you use our Platform, you may also be using the products, services or content (including AI Models) of one or more third parties. Your use of such third party products, services or content (including AI Models) may be subject to separate policies, terms of use and fees of these third parties, and you agree to abide by and be responsible for such policies, terms of use and fees, as applicable.

## 2. **Modifications of this Agreement or our Platform**

### 2.1 Modifications of this Agreement

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at <https://allora.network/terms.pdf>. All modifications will be effective when they are posted, and your continued accessing or use of any of the Platform will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using all of our Platform.

### 2.2 Modifications of our Platform

We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to any of the Platform; and (b) to review, modify, filter, disable, delete and remove any and all content and information from any of the Platform.

### 2.3 Termination Rights.

- You agree that Foundation, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove and discard any content within the Platform, for any reason, including, without limitation, for lack of use or if Foundation believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Platform, may be referred to appropriate law enforcement authorities. Foundation may also in

its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Platform under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Foundation may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. Further, you agree that Foundation will not be liable to you or any third party for any termination of your access to the Platform.

### **3. Intellectual Property Rights**

#### **3.1 IP Rights Generally**

We own all intellectual property and other rights in each of our Platform and its respective contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, designs, and its “look and feel.” This intellectual property is available under the terms of our copyright licenses and our trademark guidelines.

By using our Platform, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you post on or through our Platform for our current and future business purposes, including to provide, promote, and improve the services. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon any suggestions or feedback for any purpose.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any material that you post, promote, or display on or through our Platform. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above, and that the content does not violate any laws.

#### **3.2 Third-Party Resources and Promotions**

Our Platform may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of our Platform. We do not approve, monitor, endorse, warrant or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

#### **3.3 Additional Rights**

We reserve the right to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide.

## 4. Your Responsibilities

### 4.1 Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks.
- Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as “rug pulls”, pumping and dumping, and wash trading.
- Securities and Derivatives Violations. Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
- Sale of Stolen Property. Buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
- Data Mining or Scraping. Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from our Platform.
- Objectionable Content. Activity that involves soliciting information from anyone under the age of 18 or that is otherwise harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful, discriminatory, or otherwise objectionable.
- Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by U.S. law.

### 4.2 No Fiduciary Duties

This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

#### 4.3 Compliance and Tax Obligations

One or more portions of our Platform may not be available or appropriate for use in your jurisdiction. By accessing or using our Platform, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you.

Specifically, your use of our Platform or the Protocol may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions.

It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

#### 4.4 Release of Claims

You expressly agree that you assume all risks in connection with your access and use of our Platform. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of our Platform. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

### **5. DISCLAIMERS**

#### 5.1 ASSUMPTION OF RISK – GENERALLY

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY OF VARIABLES OR RISKS, DO NOT OWN OR CONTROL THE PROTOCOL, AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING OUR PLATFORM. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE INTERFACE TO INTERACT WITH THE PROTOCOL.

#### 5.2 NO WARRANTIES

OUR PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOUR

USE OF OUR PLATFORM IS AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO OUR PLATFORM WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN OUR PLATFORM WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT OUR PLATFORM WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING OUR PLATFORM. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING OUR PLATFORM.

SIMILARLY, THE PROTOCOL IS PROVIDED "AS IS", AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND. ALTHOUGH WE CONTRIBUTED TO THE INITIAL CODE FOR THE PROTOCOL, WE DO NOT PROVIDE, OWN, OR CONTROL THE PROTOCOL, WHICH IS RUN AUTONOMOUSLY. NO DEVELOPER OR ENTITY INVOLVED IN CREATING THE PROTOCOL WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH OTHER USERS OF, THE PROTOCOL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTOCURRENCIES, TOKENS, OR ANYTHING ELSE OF VALUE. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING OUR PLATFORM (INCLUDING FROM MODEL PROVIDERS, VALIDATORS OR DEVELOPERS).

## **6. Indemnification**

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of our Platform; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; (c) any other party's access and use of our Platform with your assistance or using any device or account that you own or control; and (d) any dispute between you and (i) any other user of any of the Platform or (ii) any of your own customers or users.

## **7. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE OF OUR PLATFORM, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR PLATFORM OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF OUR PLATFORM, EVEN IF AN AUTHORIZED REPRESENTATIVE OF FOUNDATION HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR

ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE INTERFACE; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO OUR PLATFORM; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE INTERFACE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH OUR PLATFORM; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT YOU ENGAGE IN VIA OUR PLATFORM, OR ANY OTHER PAYMENT OR TRANSACTIONS THAT YOU CONDUCT VIA OUR PLATFORM. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE DO NOT PROVIDE REFUNDS FOR ANY PURCHASES THAT YOU MIGHT MAKE ON OR THROUGH OUR PLATFORM.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH OUR PLATFORM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **8. Dispute Resolution By Binding Arbitration**

### **8.1 Agreement to Arbitrate.**

This Dispute Resolution by Binding Arbitration section is referred to in this Agreement as the “**Arbitration Agreement.**” You agree that any and all disputes or claims that have arisen or may arise between you and Foundation, whether arising out of or relating to this Agreement (including any alleged breach thereof), the Platform, and any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that

you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Foundation are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

#### 8.2 Prohibition of Class and Representative Actions and Non-Individualized Relief.

YOU AND FOUNDATION AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND FOUNDATION AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

#### 8.3 Pre-Arbitration Dispute Resolution.

Foundation is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing support at support@allora.network. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Foundation should be sent to [Foundation address] ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Foundation and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Foundation may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Foundation or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Foundation is entitled.

#### 8.4 Arbitration Procedures.

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please

visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>, as may be updated from time to time. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Foundation and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Foundation agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

#### 8.5 Costs of Arbitration.

Payment of all filing, administration, and arbitrator fees (collectively, the “**Arbitration Fees**”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Foundation will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Foundation will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Foundation will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

#### 8.6 Confidentiality.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

#### 8.7 Severability.

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this Agreement will continue to apply.

#### 8.8 Future Changes to Arbitration Agreement.

Notwithstanding any provision in this Agreement to the contrary, Foundation agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Platforms, you may reject any such change by sending Foundation written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

### **9. Miscellaneous**

#### 9.1 Entire Agreement

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

#### 9.2 Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

### 9.3 Notice

We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.

### 9.4 Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

### 9.5 Governing Law.

This Agreement will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and Foundation agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York City, New York. The failure of Foundation to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.