

## Terms of Use

**Effective Date: December, 2020**

**Last Updated Date: December 28, 2020**

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS**”) CAREFULLY AS THEY FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND ELECTIC, INC. (“ELECTIC” OR “**WE**: AND ITS DERIVATIVES). THIS SITE AND ANY OTHER SITES OF ELECTIC (COLLECTIVELY, THE “**SITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY ELECTIC. THESE TERMS GOVERN THE USE OF THE SITE AND APPLY TO ALL VISITORS TO THE SITE AND THOSE WHO USE THE BLOCKCHAIN CURRENCY MANAGEMENT SOFTWARE THAT IS DOWNLOADABLE FROM THE SITE (THE “**SOFTWARE**”), AS WELL AS OTHER SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE, (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”, WHICH TERM INCLUDES THE SOFTWARE AND THE SITE UNLESS EXPLICITLY SET FORTH BELOW). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, DOWNLOADING THE SOFTWARE AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ELECTIC, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE LEGAL ENTITY ON FOR WHOM YOU ARE USING THE SERVICES. THE TERM “**YOU**” REFERS TO YOU INDIVIDUALLY OR THE LEGAL ENTITY ON WHOSE BEHALF THE SERVICES ARE USED, AS APPLICABLE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

SECTION 10 OF THESE TERMS CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND ELECTIC TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. [UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT]: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Electric may modify these Terms at any time and at our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms and, as available, inform you through or within the Services. By Continuing to use the Site or Services following the release of updated Terms you consent to such updated Terms. We invite you to check this page regularly for updates to the Terms.

1. **Use of the Services.** The Software, the Site, the Services, and the information and content available therein (“**Electric Content**”) are protected worldwide by copyright laws. Subject to the Terms, Electric grants you a limited license to reproduce portions of Electric Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by Electric in a separate license, your right to use any Electric Content is subject to these Terms. **Electric is not a bank or financial institution and does not provide investment or financial advice or consulting services to users of the Services. We are solely the provider of the Services.**
  - 1.1. **Electric Software.** Use of the Software is governed by these Terms. Electric delivers the Software via download and Electric will not provide you with any tangible copy of the Software. Subject to your compliance with the Terms, Electric grants you a non- assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on computers you own or control solely for your personal or internal business purposes. **Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware. Electric is not responsible for any loss or damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. Electric cannot recover passwords or unlock account information stored on the Software in any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to**

**take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.**

- 1.2. **Updates.** The Software and Services are evolving and you may be required to accept or install updates to the Software or Services, or update third party software (i.e., browsers or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice.
- 1.3. **Certain Restrictions.** By accessing the Services, you agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Electic Content, or any portion thereof, including on a service bureau or equivalent basis; (b) frame or enclose any trademark, logo, or other Electic Content, (including images, text, page layout or form); (c) use any metatags or other “hidden text” using Electic’ name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law); (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content; (f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software; (g) copy, reproduce, distribute, republish, download, display, post or transmit any Electic Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Electic Content. Electic, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses granted by Electic herein.
- 1.4. **Third-Party Services.** The Services may incorporate, or may provide access to, applications or materials that are hosted by another party, including (i) crypto assets, such as Ethereum and Bitcoin, (ii) cryptocurrency exchanges (for token-to-token exchanges), such as Changelly (*changelly.com*), ChangeHero (*changehero.io*), Coinswitch (*coinswitch.co*), Fox (*fox.exchange*), n.Exchange (*n.exchange*) and Switchain (*switchain.com*) , and (iii) other third party services such as Compound Finance (*compound.finance*) , Everstake (*everstake.one*), Prime Trust (*primetrust.com*), UMA (*umaproject.org*) , and Wyre (*sendwyre.com*) (collectively, “**Third Party Services**”). **You understand and agree that all cryptocurrency exchanges provided through the Services are actually executed by Third Party Service providers, and that Electic does not itself directly exchange virtual currencies.** Access to Third Party Services may be geo- blocked for residents of certain countries and certain states of the United States.

You agree that it is impossible for Electic to monitor Third Party Services and that you access them at your own risk. **Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy.** Third Party Services are provided to you, subject to the terms and conditions of the third party providers. To the extent Third Party Services incorporated into or linked to from the Services (i.e., communications functionality) have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Service.

**We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Services, including with respect to exchange rates, processing of transactions, and similar activities.**

- 1.5. **User Content.** You are responsible for all data and information provided or uploaded by you to the Services (“**User Content**”), whether publicly posted (i.e., in a user forum, if applicable) or privately transmitted (i.e., to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual (“**Personal Information**”) in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our Privacy Policy.
- 1.6. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services.

- 1.7. **No Investment, Financial, Tax or Legal Advice.** Electic does not provide any investment, financial, tax, or legal advice. The Electic Services only provide a means of storing information about your holdings of certain supported digital currencies. Digital currencies may be subject to a high degree of volatility and special tax and other rules, the application of which can be highly complex. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial and tax circumstances and risk tolerance. You should consult your own financial, legal or tax professional regarding your specific situation. Electic may from time to time provide educational information about supported digital currencies, as well as digital currencies not supported by Electic, in order to assist users in learning more about such digital currency. Information may include, but is not limited to, newsletters, blog or social media posts, articles, links to third-party content, news feeds, tutorials, and videos. Any such information, including the information provided on this website or any third-party sites, does not constitute investment or trading advice, financial, legal or tax advice, or any other sort of advice, and you should not treat any such information as such. Before making the decision to buy, sell or hold any digital currency, you should conduct your own due diligence with respect to the digital currency, the custodian for the digital currency and other related matters, and consult your own financial and other advisors before making any investment decision. Electic will not have any responsibility for the decisions you make to buy, sell, or hold any digital currency based on any information provided by Electic. The fact that Electic supports any particular digital currency shall not be deemed to be any endorsement or recommendation of such digital currency. In addition, the fact that Electic provides interoperability with any custodian, trading platform or Third Party Service shall not be deemed to be any endorsement or recommendation of such custodian, platform or Third Party Service.
- 1.8. **No Custody of Digital Currency Assets.** Electic does not store or have custody in any way of the supported digital currencies in your Neptune Wallet. As such, Electic does not have any ownership or custodial interest in the supported digital currencies and any risk of loss, including losses due to volatility in the digital currencies or the failure or other events affecting the entity where custody of the digital currencies is held, is solely your responsibility and Electic will not bear or have any responsibility for any risk of loss of these assets. Since Electic does not have custody of the digital currencies, they are not subject to any protection or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation by virtue of your use of the Services. Any such protection, if available, would only be as a result of your relationship with the custodian of your digital currency.
2. **Ownership.**
  - 2.1. **Generally.** Electic and its suppliers own all right, title and interest in and to the Site, Services, Software, and Electic Content. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, the Services, or Electic Content.
  - 2.2. **Trademarks.** ELECTIC, INC. and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of Electic and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Site or Services are the property of their respective owners.
  - 2.3. **User Content.** You own your User Content. By posting, displaying, sharing or distributing User Content on or through the Services, you grant us, and any Third Party Services used in connection with the Services, a nonexclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to (a) comply with legal process; enforce these Terms, (c) respond to your requests for customer service, or (d) protect the rights, property or personal safety of Electic, our employees, directors or officers, partners and agents, or members of the public.
  - 2.4. **Feedback.** You may provide ideas, suggestions, documents, and/or proposals about the Services to Electic through any means (“**Feedback**”), and you grant Electic a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and sublicensable right and license to use Feedback for any legitimate purpose.
3. **User Conduct.** You may not use the Services for any purpose that is prohibited by the Terms or applicable law. You will not (and will not permit any third party to) take any action or make available any content on or through the Services that: (a) infringes any intellectual property rights of any person or entity; (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, or offensive; (c) is unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities

and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) impersonates any person or entity, including any employee or representative of Electic; (f) interferes with the proper functioning of the Services; (g) engages in any potentially harmful acts directed against the Services, including violating any security features of the Services, introducing viruses, worms, or similar harmful code into the Services; (h) is not compliant with any U.S. or international securities laws, or (h) attempts to do any of the foregoing.

4. **Investigations.** Although Electic does not generally monitor user activity on the Site or Services, if Electic becomes aware of any possible violations by you of any provision of the Terms, Electic may investigate such violations, at its sole discretion, take any of the actions set forth in Section 10 below.
5. **Third-Party Properties.** The Services may contain links to third-party websites and applications (collectively, "Third-Party Properties"). When you click on a link to a Third- Party Property, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or application. Electic provides these Third-Party Properties only as a convenience and does not make any representations with respect to Third-Party Properties, or their products or services. You use Third-Party Properties at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Properties, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
6. **Indemnification.** You agree to indemnify and hold Electic, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "Electic Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, the Services; (b) your violation of the Terms; your violation of any rights of another party, including any other users of the Services; or (d) your violation of any applicable laws, rules or regulations. Electic may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Electic in asserting any available defenses. This provision does not require you to indemnify any Electic Party for any fraud, gross negligence, or willful misconduct in connection with the Services.
7. **Disclaimer of Warranties.**
  - 7.1. **As Is.** THE SITE, SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND ELECTIC EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, AND SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE, SERVICES, AND SOFTWARE RESTS ENTIRELY WITH YOU.
  - 7.2. **Beta Releases.** FROM TIME TO TIME, ELECTIC MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES, WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT ELECTIC' SOLE DISCRETION.
  - 7.3. **Third Party Conduct.** ELECTIC IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ELECTIC LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SERVICES, INCLUDING OPERATORS OF THIRD PARTY PARTY SERVICES AND THIRD PARTY PROPERTIES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.
8. **Limitation of Liability.**
  - 8.1. **Disclaimer.** IN NO EVENT WILL ELECTIC BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT ELECTIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.
  - 8.2. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL ELECTIC BE LIABLE YOU FOR DAMAGES ARISING OUT OF THE SERVICES EXCEEDING \$1000.
  - 8.3. **Exceptions.** The limitations in Sections 8.1 and 8.2 will not apply to damages caused by the fraud, gross negligence, or willful misconduct of Electic, or to the extent such limitations are precluded by applicable law (in which case Electic' liability will be increased to the minimum amount required to comply with such law).
9. **Term and Termination**

- 9.1. **Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Site, Services, or Software, unless terminated earlier in accordance with this Section 9.
  - 9.2. **Termination by Electic.** Electic may, at any time and for any reason, cease providing any or all of the Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the Services If you materially breach any provision of the Terms, or if Electic is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful).
  - 9.3. **Termination by You.** Except as set forth in Section 9.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.
  - 9.4. **Effect of Termination.** Upon termination of any Service, your right to use such Service will automatically terminate immediately. Electic will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 2, 6, 7, 8, 9.4, 10 and 11.
10. **Dispute Resolution.** *Please read this Section 10 (the "Arbitration Agreement") carefully. It requires you to arbitrate disputes with Electic and limits the manner in which you can seek relief.*
- 10.1. **Applicability of Arbitration.** You agree that any dispute or claim relating in any way to your access or use of the Site, Services, or Software, or to any aspect of your relationship with Electic, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non- representative) basis; and (2) you or Electic may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**
  - 10.2. **THIS ARBITRATION AGREEMENT MEANS THAT (1) YOU ARE GIVING UP YOUR RIGHT TO FILE A LAWSUIT AND HAVE YOUR CLAIM HEARD BY A COURT OF LAW; (2) YOU ARE GIVING UP YOUR RIGHT TO A TRIAL OF YOUR CLAIMS BY A JURY; AND (3) YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST ELECTIC ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, YOU MAY BRING YOUR CLAIMS AGAINST ELECTIC ONLY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.**
  - 10.3. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent ELECTIC, INC. 2711 Centerville Road, Suite 400 Wilmington, DE 19808, with a copy to ELECTIC, INC. 15418 Weir Street, No. 333, Omaha, NE 68137. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Electic will pay them for you. [In addition, Electic will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Electic will not seek to recover attorneys' fees and costs from you in arbitration unless the arbitrator determines that your claims are frivolous.
  - 10.4. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in [New Castle County, Delaware]. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All arbitration pleadings and proceedings will be conducted in English.

- 10.5. **Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency will have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Electic. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- 10.6. **Waiver of Jury Trial.** YOU AND ELECTIC HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Electic are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- 10.7. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Section 10.8.
- 10.8. **[30-Day Right to Opt Out.** You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: ELECTIC, INC. 1705 ALDER CREEK COURT, SAN JOSE, CA 95148, or via email to [support@neptune.so](mailto:support@neptune.so) within 30 days after first becoming subject to this Arbitration Agreement. Notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- 10.9. **Severability.** If any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such part will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.
- 10.10. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Electic.
- 10.11. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Electic makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Electic.
11. **General Provisions**
- 11.1. **Electronic Communications.** Communications between you and Electic use electronic means, whether made via the Site or Services or sent via e-mail, or whether Electic posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from Electic in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Electic provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.
- 11.2. **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Electic' prior written consent.
- 11.3. **Force Majeure.** Electic will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of

civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

- 11.4. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at: info@neptune.so or at ELECTIC, INC. 15418 Weir Street, No. 333 Omaha, NE 68137. We will do our best to address your concerns.
- 11.5. **Exclusive Venue.** To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Electic agree that all claims and disputes arising out of or relating to the Terms will be litigated exclusively in the state or federal courts located in New Castle County, Delaware.
- 11.6. **Governing Law** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.
- 11.7. **Notice.** Where Electic requires that you provide an e-mail address, you are responsible for providing Electic with your most current e-mail address. In the event that the last e-mail address you provided to Electic is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Electic's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Electic at the following address: ELECTIC, INC. 1705 Alder Creek Court, San Jose, CA 95148. Such notice will be deemed given when received by Electic by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
- 11.8. **Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.9. **Severability.** If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.
- 11.10. **Export Control.** You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Services, you represent and warrant that 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 and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Electic are subject to the export control laws and regulations of the United States. You will comply with these laws and regulations and will not, without prior U.S. government authorization, export, re-export, or transfer Electic products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.
- 11.11. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.
- 11.12. **Entire Agreement.** These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.