

TERMS OF USE

1. Acceptance of Terms

Lancelot Development Ltd., a company registered in accordance with legislation of St. Vincent and the Grenadines with its registered office at Suite 305, Griffith Corporate Centre, Kingstown, St. Vincent & the Grenadines (the “**Company**”) makes this website available at cosmicfomo.com (the “**Website**”) including all information, graphics, documents, text, products and all other elements of the Website available for your use subject to the terms and conditions outlined in this document and any additional documents available at the Website. By accessing and using this Website you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Website and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Website. If you do not agree to any additional specific terms or particular transactions concluded through this Website, then you should NOT use the part of the Website which contains such content or through which such transactions may be concluded, and you should not use such content or conclude such transactions.

The Company has no continuing obligation to operate the Website and may cease to operate the Website in whole or in any part in the future, at its exclusive discretion, with no liability whatsoever in connection thereto.

2. Disclaimer and Modification of Terms of Use

The Company reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. The most current version of these Terms will be posted on the Website. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Website by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

3. Eligibility

3.1. You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. You are representing and warranting that you are of the legal age of majority in your jurisdiction as is required to access such Website or any of its content and enter into arrangements as provided on the Website. You further represent that you are otherwise legally permitted to use the Website in your jurisdiction including owning cryptographic tokens including any non-fungible tokens, and interacting with the Website in any way. You further represent that you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that the Company is not liable for your compliance or failure to comply with such laws. You further represent and warrant that all funds or assets used by you have been lawfully obtained by you in compliance with all applicable laws.

3.2. You shall not use Website if you or a person on which behalf you are acting are citizen or resident of: Afghanistan, Australia, Bolivia, Canada, Cayman Islands, China, Egypt, Iran, Iraq, Japan, Korea DPR, Korea Republic, Malta, Pakistan, Saudi Arabia, Singapore, Switzerland, United Kingdom, United States and depending territories, and countries or

territories or individuals under the sanctions of the United Nations or the European Union or countries where cryptocurrency is prohibited;

4. Account Access and Security

Access to the Website is provided via a third party private key manager selected by you (e.g., Metamask, a USB interface for Ledger Wallet or other). Security and secure access to each such account is provided solely by the third party private key manager you select to administer your private key. You and the third party private key manager you select are entirely responsible for security related to access to the Website and all information provided by you to such third-party provider (including without limitation, email or phone number). The Company bear no responsibility for any breach of security or unauthorized access to your account (the "Account"). You are advised to: (a) avoid any use of the same password with your selected third party private key manager that you have ever used outside of the third party private key manager; and (b) keep your password and any related secret information secure and confidential and do not share them with anyone else.

You are solely responsible for all activities conducted through your Account whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates this Agreement is discovered or reported (whether by you or someone else) that is connected with your Account, the Company may suspend or block your Account (or Accounts) as described in Section 12.

You are solely responsible for maintaining the confidentiality of your password and for restricting access to your devices. You are solely responsible for any harm resulting from your disclosure, or authorization of the disclosure, of your password or from any person's use of your password to gain access to your Account. You acknowledge that in the event of any unauthorized use of or access to your Account, password or other breach of security, you accept that due to the nature of the Website itself, the Company will be unable to remedy any issues that arise.

The Company will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations, or for any reason whatsoever, except fraud on our part.

The Company cannot and will not be liable for any loss or damage arising from your sharing or other loss of your private key or related information, or any other damage or loss arising from unauthorized access to your Account.

Transactions that take place using the Website are confirmed and managed via the applicable blockchain network. You understand that your public address in such blockchain network will be made publicly visible whenever you engage in a transaction using the Website.

5. Acknowledgment of Risks

5.1 Sophistication and Risk of Cryptographic Systems

By utilizing the Website or anything contained or provided therein in any way, you represent that you understand the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage, risks, potential bugs based on novel technology (where applicable), and intricacies of native cryptographic tokens, like Ether

(ETH) and Bitcoin (BTC), smart contract based tokens such as those that follow the Ethereum Token Standard and blockchain-based software systems.

5.2 Risk of Regulatory Actions in One or More Jurisdictions

The Company, the Website and any available non-fungible token available therein could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit your ability to access or use the Website.

5.3 Risk of Weaknesses or Exploits in the Field of Cryptography

You acknowledge and agree that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to smart contracts, cryptocurrencies and the Website, which could result in the theft or loss of your cryptographic tokens or property, among other potential consequences. By using the Website, you acknowledge and agree to undertake these risks.

5.4 Use of Crypto Assets

The Website allow the use of non-fungible tokens or other similar blockchain technologies. You acknowledge and agree that non-fungible tokens and blockchain technologies and associated assets, and other assets are highly volatile due to many factors including but not limited to popularity, adoption, speculation, regulation, technology and security risks. You also acknowledge and agree that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place in the applicable blockchain network.

There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections failure or problems, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using any applicable blockchain network or any sidechain or similar device for processing transactions, however caused.

5.5 Third Party Providers

The Company, neither own nor control MetaMask, Ledger Wallet or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Website. The Company shall not be liable for the acts or omissions of any such third parties, nor shall the Company be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

5.6 Risks of Changes to blockchain networks

Upgrades by developers of the blockchain networks on which the Website based, a hard fork in such blockchain networks, or a change in how transactions are confirmed in such networks may have unintended, adverse effects on all platforms, websites, protocol based on such blockchain network.

6. Transactions

6.1 If you elect to purchase, trade, or sell a non-fungible token ("NFT") with or from the Company or other users via the Website, any financial transaction that you engage in will be conducted solely through the blockchain network or other sidechains via Web3 providers. The Company will have no insight into or control over these payments or transactions, nor does it have the ability to reverse any transactions. With that in mind, the

Company will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Website, or any other transactions that you conduct via the blockchain network, and other networks, sidechains, Web3 providers.

6.2 Blockchain network requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on such blockchain network. The Gas Fee funds the network of computers that run the decentralized blockchain network. This means that you will need to pay a Gas Fee for each transaction that occurs via the Website. You accept that the payment of the Gas Fee is inherent to the nature of the blockchain network.

6.3 You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes that may apply on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the Website (including, without limitation, any Taxes that may become payable as the result of your ownership, or transfer of any NFT and any activity conducted by you on the Website). Except for income taxes levied on the Company, you: (i) will pay or reimburse the Company for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to the Company pursuant to these Terms.

7. Children

You affirm that you are over the age of 18 or the legal age of majority where you reside if that jurisdiction has an older age of majority.

8. Indemnity

You shall release and indemnify, defend and hold harmless the Company and its officers, directors, employees and representatives from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Website, your violation of these Terms of Use, and any of your acts or omissions. The Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Company in the defense of such matter.

9. Disclaimers

9.1 YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WEBSITE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS

OR IMPLIED. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS DIRECTORS, OFFICERS AND EMPLOYEES, NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF INTELLECTUAL PROPERTY OR THEFT OR MISAPPROPRIATION OF PROPERTY OR ANY OTHER THEORY (EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE WEBSITE; THE USE OR THE INABILITY TO USE THE WEBSITE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT THE USE OF THE WEBSITE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE WEBSITE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9.2 THE COMPANY HEREBY EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON INFRINGEMENT.

9.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE WEBSITE WILL BE ACCURATE, (III) THE WEBSITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE WEBSITE WILL BE SECURE.

9.4 NFTS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ALL

SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE APPLICABLE BLOCKCHAIN NETWORK. THE COMPANY HAS NO CONTROL OVER AND MAKES NO GUARANTEES OR PROMISES WITH RESPECT TO THE OWNERSHIP RECORD OR SMART CONTRACTS.

10. Limitation on Liability

10.1 YOU UNDERSTAND AND AGREE THAT THE COMPANY, ITS OFFICERS, EMPLOYEES, DIRECTORS AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 YOU AGREE THAT THE COMPANY'S TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE WEBSITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS ACTUALLY PAID BY YOU TO THE COMPANY UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$100.

10.3 YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY HAS MADE THE WEBSITE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. THE COMPANY WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU WITHOUT THESE LIMITATIONS.

10.4 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

11. Proprietary Rights

11.1 All title, ownership and Intellectual Property Rights in and to the Website are owned exclusively by the Company or its licensors. You acknowledge and agree that the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Website in whole or in part. The Company's exclusive ownership shall include all elements of the Website, and all

Intellectual Property Rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings associated with Website), design, systems, methods, information, computer code, software, organization, compilation of the content, code, data, and all other elements of the Website (but excluding the content submitted by Users) (collectively, the " Company Materials") are owned by the Company, and are protected by copyright, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All the Company Materials are the copyrighted property of the Company or its licensors, and all trademarks, logos, service marks, and trade names contained in the Company Materials are proprietary to the Company or its licensors. Except as expressly set forth herein, your use of the Website does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Website. The Company reserves all rights in and to the Company Materials not expressly granted to you in the Terms.

11.2 You may choose to submit comments, bug reports, ideas or other feedback about the Website, including without limitation about how to improve the Website (collectively, "Feedback"). By submitting any Feedback, you agree that the Company is free to use such Feedback at the Company's discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant the Company a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for the Company to incorporate and use your Feedback for any purpose.

11.3 You acknowledge and agree that you are responsible for your own conduct while accessing or using the Website, and for any consequences thereof. You agree to use the Website only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations.

11.4 Ownership and management of (NFTs) and content created by users:

NFTs: All title, ownership and Intellectual Property Rights over NFTs, including without limitation, belong to the creator of the NFT. Transactions for the sale of NFT through the marketplace will convey said title, ownership and Intellectual Property Rights to the purchaser. To the fullest extent possible, the creator will waive any moral rights over the NFTs upon transfer to third parties. The Company has no Intellectual Property Rights over NFTs created by users.

Content: All title, ownership and Intellectual Property Rights over the content created by users belongs to the users who created said content. The Company has no Intellectual Property Rights over the user's content. The creator of the content may impose its own terms, conditions and licenses for access and use of said content. You are advised to review any such terms, conditions and policies before accessing any such content.

12. Termination and Suspension

You shall have a right to terminate your Account at any time by canceling and discontinuing your access to and use of the Website. The Company may decide to terminate or suspend all or part of the Website and your access to the Website immediately, without prior notice or liability. You will not receive any refunds if you cancel your Account, or if these Terms are otherwise terminated. You agree that the Company, in its sole discretion and for any or no reason, may terminate these Terms and suspend your Account(s) for the Website. You agree that any suspension of your access to the Website may be without prior

notice, and that the Company (and its officers and employees) will not be liable to you or to any third party for any such suspension.

In the event of your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, the Company may, without limitation, suspend your Account, block any infringing content and adopt any other action deemed necessary to prevent future breaches, in addition to any other remedies the Company and/or any User may have at law or in equity.

Upon any termination or suspension of your Account, you may no longer have access to information that is related to your Account, and you acknowledge that the Company will have no obligation to maintain any such information in the relevant databases or to forward any such information to you or to any third party. Upon termination of your Account, your right to use the Website will immediately cease. The following provisions of these Terms survive any termination of these Terms: ACKNOWLEDGEMENT OF RISKS; TRANSACTION; INDEMNITY; DISCLAIMERS; LIMITATION ON LIABILITY; PROPRIETARY RIGHTS; TERMINATION AND SUSPENSION; NO THIRD-PARTY BENEFICIARIES; BINDING ARBITRATION AND CLASS ACTION WAIVER; GENERAL INFORMATION.

13. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

14. Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your Intellectual Property Rights or the Intellectual Property Rights of a person on whose behalf you are authorized to act has been infringed, you are encouraged to contact the infringing party directly. Additionally, you may also contact the Company providing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the Intellectual Property Right;
- a description of the Intellectual Property Right that you claim has been infringed; ● description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the Intellectual Property Right, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are Intellectual Property owner or authorized to act on the owner's behalf.

The Company can be reached at email: info@cosmicfomo.com

To the extent possible, the Company may try to reach the would-be infringing party to forward your concerns. The Company is not in a position to assess the legal merits of the claims.

15. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

15.1 Initial Dispute Resolution

The parties shall use their best efforts to engage directly to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

15.2 Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision begins, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below.

Specifically, any dispute that is not resolved under the Initial Dispute Resolution provision shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The following shall apply in respect of such arbitration: (i) the number of arbitrators shall be one nominated by the ICC); (ii) the decision of the arbitrators will be binding and enforceable against the parties and a judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereto (provided that in no event will the arbitrator have the authority to make any award that provides for punitive or exemplary damages or to award damages excluded by these Terms or in excess of the limitations contained in these Terms); (iii) the seat, or legal place, of arbitration shall be the Kingstown, St. Vincent and Grenadines; and (iv) the language to be used in the arbitral proceedings shall be English, any documents submitted as evidence that are in another language must be accompanied by an English translation and the award will be in the English language. Claimants and respondents shall bear its or their own costs of the arbitration, including attorney's fees, and share equally the arbitrators' fees and ICC's administrative costs. For purposes of cost sharing, all claimants shall be considered one party and all respondents shall be considered one party. The parties shall maintain strict confidentiality with respect to all aspects of any arbitration commenced pursuant to these Terms and shall not disclose the fact, conduct or outcome of the arbitration to any non-parties or non-participants, except to the extent required by applicable Law or to the extent necessary to recognize, confirm or enforce the final award or decision in the arbitration, without the prior written consent of all parties to the arbitration.

15.3 Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

16. General Information

16.1 Entire Agreement

These Terms (and any additional terms, rules and conditions of participation that the Company may post on the website) constitute the entire agreement between you and the Company with respect to the Website and supersedes any prior agreements, oral or written,

between you and the Company. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of the conflict.

16.2 Waiver and Severability of Terms

The failure of the Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

16.3 Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Website, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16.4 Section Titles

The section titles in the Terms are for convenience only and have no legal or contractual effect.