

# Terms of Use

Last Modified: February 19, 2025

These terms of use, together with any attachment or schedule incorporated by reference and/or attached hereto (collectively, “**Terms of Use**”, or “**TOU**”) are a legally binding agreement between you and 11thEstate Inc. (“**11thEstate**” “**we**,” “**us**” or “**our**”). The words “you”, “your” and “yours” refer to you as the user (a “**User**”) of the technologies and services provided by 11thEstate (“**Technology and Administrative Services**”) and the Claim Recovery Program offered to Claimant Users (as defined herein) (the “**Program**,” and together with Technology and Administrative Services collectively referred to as, the “**Services**”). 11thEstate provides Services to Users: (i) directly through 11thEstate’s proprietary websites available at [www.11thestate.com](http://www.11thestate.com) and/or [www.11th.com](http://www.11th.com) (the “**Platform**”); and/or (ii) through financial institutions (each a “**Financial Institution**”) and/or other third parties (each a “**Third Party Platform**”). Depending on how you access and use our Services, additional terms may apply. If you access our Services through a Financial Institution or Third-Party Platform, other terms may apply and may take precedence over these Terms of Use where applicable. Please read these Terms of Use carefully before you access and use the 11thEstate Platform and/or Services.

**By accepting these Terms of Use, accessing the 11thEstate Platform, or using our Services, you accept and agree to be bound and abide by these Terms of Use and our privacy policy (“Privacy Policy”), found at <https://www.11thestate.com/privacypolicy.pdf>, and disclaimer (“Disclaimer”) found at <https://11thestate.com/disclaimer.pdf>, incorporated herein by reference. By using the Platform and/or our Services, you consent to all actions taken by us with respect to your information in compliance with the Terms of Use and Privacy Policy.**

If you do not agree to these Terms of Use or the Privacy Policy, you may not access or use the Platform or Services. The Platform is offered and available to users who are 18 years of age or older. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with the 11thEstate and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you may not access or use the Platform or Services.

THE SECTIONS BELOW ENTITLED “CONSENT TO CONTRACT ELECTRONICALLY” AND “DISPUTE RESOLUTION” CONTAIN A CONSENT TO BE BOUND BY THESE TERMS AND OTHER AGREEMENTS VIA ELECTRONIC CONSENT, AND A BINDING ARBITRATION AGREEMENT, RESPECTIVELY. THESE PROVISIONS AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

## **1. About 11thEstate**

11thEstate is a technology service provider that owns and operates the Platform enabling persons and entities, including investors and consumers (individually “**Claimant User**”, or “**Claimant**”, and collectively “**Claimant Users**”, or “**Claimants**”), as well as Financial Institutions and Third Party Platforms acting on behalf of their customers, to identify, assert, and file claims in connection with Cases related to, but not limited to, Government and Private Programs and Proceedings.

For the purposes of these Terms of Use, Government and Private Programs and Proceedings are any legally established or authorized processes, mechanisms, or initiatives, whether administered by governmental entities, regulatory bodies, private organizations, or individuals, that are designed to facilitate, enforce, or resolve claims, entitlements, or recoveries. This includes, but is not limited to, regulatory actions, class actions, mass torts, shareholder or consumer compensations, liquidation proceedings, bankruptcy cases (including Chapter 11 reorganizations), reparation programs, settlement distributions, and other legal or financial frameworks that provide for the identification, assertion, and resolution of claims (“**Proceedings**”).

Case (each a “**Case**”) is a detailed description of a situation, posted on the Platform, that could potentially be recognized as a violation of investor or consumer rights, potentially leading to legal proceedings or having already done so, and resulting in, or having already resulted in, compensation, entitlements, or any form of Recovery (“**Recovery**”) for eligible persons or entities. The Case on the Platform itself does not constitute evidence of any violation, nor does it serve as an incentive to act, or as grounds or inducement for initiating or engaging in any legal proceedings.

Claimant User may submit a request for potential Recovery (“**Claim**”) in a Case by following the instructions on the Platform (“**Submit Claim**”, “**Claim Submission**”). The Claim Submission process may also include optional features, such as seeking legal representation, receiving updates on the Case, or submitting additional claims, where applicable.

By using the Services, the Claimant User appoints 11thEstate as their agent and attorney-in-fact, with full power and authority to act on their behalf and in their name (to the full extent they could act personally) and thereby authorizes 11thEstate to take any actions necessary or advisable, in 11thEstate’s judgment, to prepare, file, accept, process, and submit any and all Claims that may arise, as listed and periodically updated on the Platform, along with any required supporting documentation, to any person or party responsible for or involved in administering compensation, entitlements, or recoveries, including but not limited to Claims Administrators, Distribution Agents, Fiduciaries, Trustees, Estates, Financial Institutions, Regulatory Bodies, Law Firms, or other authorized persons or entities managing relevant proceedings (“**Claims Administrator**”). The Claimant User acknowledges there is an option to file a Claim independently, or through other third-party filers, and that they may have rights to objection, exclusion, and participation in hearings. However, the Claimant User voluntarily waives these rights and exclusively appoints 11thEstate to act on their behalf in seeking potential Recovery. The Claimant User agrees to be bound by the Recovery terms and conditions.

The Claimant User acknowledges 11thEstate's entitlement to remuneration for the Service and authorizes 11thEstate to instruct the Claims Administrator to distribute Recovery proceeds to 11thEstate's account via wire transfer, where feasible, for subsequent remission to the Claimant User.

The Platform also may be used by legal professionals or law firms (individually “**Attorney User**”, and collectively “**Attorney Users**”) that may provide legal services to Claimant Users seeking such services. However, 11thEstate is not a law firm, does not provide legal advice or services, and is not an attorney referral service. Furthermore, 11thEstate is not a financial services provider and does not offer any financial services. Although we use commercially reasonable efforts to confirm that Attorney Users are duly licensed attorneys in good standing, we do not make any representation or warranty as to the competence, diligence, or quality of any Attorney User. 11thEstate does not select or endorse any Attorney User to provide legal services to Claimant Users and does not warrant, guarantee, or predict any outcome of any Case on the Platform. Any use of the Service is not intended to, and does not, create

an attorney-client relationship with 11thEstate. No attorney-client relationships appear on the Platform. All attorney-client relationships between attorneys and potential clients are formed outside of the Platform and must be in writing. 11thEstate is not liable for the actions or omissions of any User performing legal services for Claimant Users.

In addition to Claimant Users and Attorney Users, the Platform is available to persons or parties who are in the financial, legal, or investigation industries that may contribute to the Platform (individually “**Scout User**”, and collectively “**Scout Users**”). We do not make any representation or warranty concerning the qualifications of any Scout User.

You understand that even if you Submit Claim in a Case, there is no guarantee that you will receive a Recovery. In the event you are entitled to a Recovery, the actual payment you receive may be smaller than you expected.

By providing information to 11thEstate, you agree that 11thEstate may release your contact information and all other information that you provide to Attorney Users, Law Firms, Claim Administrators or other parties as necessary to facilitate the provision of our Services to you.

## **2. Access to the Platform and/or Services**

Users may access the Platform and/or Services by either: (i) directly accessing the Platform (“**Direct Access**”) by visiting [www.11thestate.com](http://www.11thestate.com) or [www.11th.com](http://www.11th.com) and creating a User account (an “**Account**”); and/or (ii) by opening or maintaining an account (“**FI Account**”) with a Financial Institution or Third Party Platform that has engaged 11thEstate to provide the Services to you (“**FI Access**,” and together with Direct Access, referred to as “**Access**”). You understand and agree that when you Access our Platform and/or Services, you are subject to these Terms of Use.

You understand that you are solely responsible for your Account. When you open an Account for Direct Access, you will be required to create a unique username and password. You are solely responsible for maintaining the security of your Account and for all activities that occur under your Account. You agree to notify 11thEstate immediately when you discover any unauthorized use of your Account or any other breaches of security. You understand and agree that 11thEstate shall not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your Account.

You further understand that the Services provided on your behalf (through your Financial Institution or Third Party Platform) are separate and distinct from the services you receive from your Financial Institution or Third Party Platform. You understand that such other separate and distinct services are governed by one or more agreements you have entered into with your Financial Institution and any Third Party Platforms, as may be applicable.

## **3. Authorizations**

You understand that when you Access the Platform and/or the Services, you expressly grant 11thEstate the right, power, and authority to transmit instructions and otherwise act on your behalf to file claims in a Case. You understand and acknowledge that when you open and/or maintain an FI Account, you consent and authorize the Financial Institution and/or Third Party Platform to share your FI Account details and other data, including transaction activity or holdings (“**FI Account Data**”), as necessary, to provide you with the Services. By using the Services and/or participating in Program, you understand and expressly authorize 11thEstate to provide your personal information and other data, including your

FI Account Data, including your name, address, contact information, trading activity, and/or investment positions to Attorney Users, Law Firms, Claim Administrators, and other parties as necessary to facilitate the provision of our Services to you.

You further acknowledge and understand that by using the Services or participating in Program, pursuant to the documentation provided to you by your Financial Institution (“**FI Documentation**”), you: (i) authorize 11thEstate access to and use of your FI Account Data for the purposes of Services provision or Program participation; (ii) assign to 11thEstate any and all claims, defenses, and remedies against any persons or public or private entities, related to a Case (an “**Assigned Claim**”, and collectively “**Assigned Claims**”).

#### **4. Third-Party Content and Services**

Our Services may include integrations, links, or other access to third-party services, websites, technology, content, and resources (each a “**Third-Party Service**”). Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third-party service providers, and you may be required to authenticate or create and/or maintain separate accounts to use Third-Party Services in connection with our Platform and Services. You will be responsible for any and all costs and charges associated with your use of any Third-Party Services. 11thEstate enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation of any Third-Party Service. Any dealings you have with third parties while using our Platform and/or Services are between you and the third party. 11thEstate will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within our Platform, please see our Privacy Policy. 11thEstate has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services.

#### **5. General User Obligations**

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that, in the sole determination of 11thEstate, (a) restricts or inhibits anyone's use or enjoyment of the Services, (b) may harm 11thEstate or any other User, or (c) expose 11thEstate or any User to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real-time activities through the Platform or Services.
- Use any robot, spider, or other automatic devices, process, or means to access the Services for any purpose, including monitoring or copying any of the material made available through the Platform.
- Use any manual process to monitor or copy any of the material made available through the Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Platform is stored, or any server, computer, or database connected to the Services.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.
- Communicate, post, share or otherwise disseminate any statements, other than through the tools available through the Services, that: (i) damage our reputation; (ii) suggest any form of association, approval, or endorsement of any third-party on behalf of 11thEstate; (iii) cause the Services, whether in whole or in part, to be displayed on any third-party website or mobile application (e.g., framing, deep linking, or in-line linking); (iv) is otherwise inconsistent with your compliance with these Terms of User.

- Include hyperlinks on any third-party website or mobile application to any page of the Platform that is not the homepage.

Any User who violates these Terms of Use shall be liable for any and all damages caused by such violation. 11thEstate shall not be liable for any damages caused by any User's violation of these Terms of Use.

## **6. Attorney User Obligations**

Attorney Users may only use the Platform and/or Services for lawful purposes and in accordance with these Terms of Use. Specifically, Attorney Users must:

- Be a duly licensed attorney in good standing in the jurisdiction where the Attorney User is required to be licensed.
- Give timely, periodic, and detailed updates on the status of pending Cases to Claimant Users.
- Act in the best interest of Claimant Users and comply with all applicable rules, rules of professional conduct, and court requirements.

## **7. Recovery Proceeds and Fees**

11thEstate provides different services to different Users and each User may be subject to different fees, depending on the Services received. 11thEstate may offer paid products and services from time-to-time to all Users in the form of a subscription ("**Subscription**") and/or package fees ("**Package Fees**"). Subscriptions shall be automatically renewed and may be cancelled at any time. The Subscription fee and all other payments are non-refundable. The specific fee amount for Subscription and Package Fees may be available on the Platform, subject to change from time-to-time, with or without notice to you. All other fees in connection with the use and access to the Platform and/or Services may be specified under a separate agreement by the parties involved.

You understand that 11thEstate shall be entitled to receive any Recovery proceeds in connection with any Assigned Claim ("**Recovery Proceeds**"). In consideration for your participation in the Program for the Services rendered to you by 11thEstate, Claimant Users shall be subject to a processing fee ("**Processing Fee**"). Generally, the Processing Fee shall be a percentage of the Recovery Proceeds. The Claimant User acknowledges 11thEstate's entitlement to remuneration for the Service and authorizes 11thEstate to instruct the Claim Administrator to distribute Recovery proceeds to 11thEstate's account via wire transfer, where feasible, for subsequent remission to the Claimant User. You acknowledge that, in certain circumstances, Recovery Proceeds may be sent directly to you by Attorney Users, Law Firms, Claim Administrators, or other parties. In such cases, you agree to immediately remit the Processing Fee and any other amounts due to 11thEstate. You also explicitly authorize 11thEstate and/or your Financial Institution to initiate a debit transaction or payment transfer equal to the Processing Fee from your FI Account to 11thEstate. Additionally, 11thEstate reserves the right to deduct its fee and any other amounts due from future Recovery Proceeds.

## **8. Disintermediation Policy and Fees**

Each User acknowledges that 11thEstate uses substantial labor and effort to maintain the Platform and associated Services. Each User represents and warrants that it will not circumvent or attempt to

circumvent the 11thEstate Platform, the Services, or these Terms of Use. At 11thEstate’s discretion, any User circumventing or attempting to circumvent the Platform, Services, or these Terms of Use may have substantial (including complete) restrictions placed on their Account and/or access to the Services.

## **9. User Content**

The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow Users and 11thEstate to post, submit, publish, display, or transmit to other Users or other persons (hereinafter, “**Post**”) content or materials (“**User Content**”) on or through the Platform. For the avoidance of doubt, any contribution by a User to the Platform shall be deemed User Content.

All User Content must comply with the Content Standards (defined and further described below) set out in these Terms of Use.

Any User Content Posted to the Platform will be considered non-confidential and non-proprietary. By providing any User Content on the Platform, you grant us, our affiliates, and service providers, and each of their and our respective licensees, successors, and assigns the non-exclusive right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Content does and will comply with these Terms of Use.

When you Post any User Content on the Site or give 11thEstate permission to Post your User Content on your behalf, you agree to:

- Post User Content in both tone and content that contribute in a positive and high-quality manner to the substantive exchange of information and the subject matter of the Platform.
- Automatically grant 11thEstate a royalty-free, perpetual, worldwide, irrevocable, non-exclusive and fully transferable, and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any User Content (in whole or in part) and/or to incorporate any of your User Content in other works now or in the future and any media formats and through any media channels.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not 11thEstate, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. 11thEstate cannot and does not guarantee the accuracy, integrity, or quality of any User Content that may appear on the Platform.

User Content Posted on the Platform is provided for informational purposes only, with no assurance that the User Content is true, correct, or accurate. User Content is not a substitute for professional legal advice or a solicitation to offer legal advice regarding specific facts. You should not delay or forego seeking legal advice or disregard professional legal advice based on User Content. Delay in seeking such

legal advice could result in a waiver of any claims you may have, depending on the applicable statute(s) of limitation. User Content is not regulated by any state or national bar association.

We reserve the right to access, read, preserve, and disclose any User Content (whether published or not) or any other information we believe is reasonably necessary to (a) comply with any applicable law, rule, regulation, legal process, subpoena, or governmental or regulatory request, (b) enforce these Terms of Use, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to User support requests, or (e) protect the rights, property or safety of the Platform, Services, its users, yourself, or the public.

## **10. Content Standards**

These content standards (“**Content Standards**”) apply to any and all User Content and use of Interactive Services. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, 11thEstate has the right to delete any User Content that it believes, in its sole discretion, does or may violate these Terms of Use.

Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.
- Intend to influence the quotes of public companies or harm their reputation or the reputation of others.

All Users understand that User Content on the Platform, including, without limitation, blog posts and communications, can be price and reputation sensitive for related public companies. Further, all Users understand that any actions taken on the Platform, including, without limitation, Case joining, link



sharing, and referrals, can be price and reputation sensitive for related public companies. All Users understand and accept responsibility under any applicable federal, state, local, or international law or regulation for intentionally causing material and/or reputational damage through their activities on the platform.

When you Post any User Content on the Platform, you also agree to abide by the following disclosure rules:

- To disclose the existence at the time of writing of a long or short position (including stocks, options, or other instruments) in any stock mentioned in any User Content.
- You may not write about a stock with the intention to boost or reduce the stock's price and sell (or buy) the stock into the resulting strength or weakness.
- If you intend at the time of writing to sell or buy a stock within three days of publication of a User Content that discusses that stock, you must disclose this intention.
- Abide by the following conflict of interest rule: You will disclose any material relationships with companies whose stocks you write about in a User Content or parties that stand to gain in any way from the viewpoint you are outlining.
- If you choose an alias, be responsible for all statements made and acts or omissions that occur by use of your alias.
- Waive any and all rights against 11thEstate and hold 11thEstate harmless in connection with any claims relating to any action taken by 11thEstate as part of its investigation of a suspected violation or result of its conclusion that a violation of these Terms of Use has occurred, including but not limited to the removal of User Content from the Platform or a suspension or termination of your access to the Platform or Services.
- Maintain and promptly update your registration data to keep it true, accurate, current, and complete.

You further agree not to:

- Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically, or otherwise objectionable.
- Post or transmit any User Content that you either know or should know is false, deceptive, or misleading, or misrepresent or deceive others as to the source, accuracy, integrity, or completeness of any comment you post.
- Post or transmit any User Content that is unlawful, harmful, or injurious to others, contains software viruses, or other harmful computer code, files, or programs, threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise tortious or objectionable.
- Post or transmit any User Content that does or may invade privacy or violate or infringe on any rights of others, including, without limitation, copyrights, and other intellectual property rights.

- By use of your alias or in any comment, impersonate any person or entity, falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
- Post or transmit any User Content which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation, or order of any court, or as a result of an employment, contractual, fiduciary, or other legal obligation or relationship.
- Post or transmit any advertising, promotional materials, so-called “chain letters,” “pyramid” or other schemes or invitations to participate in these or any other form of solicitation or promotion.
- Post or transmit any non-public or otherwise restricted, confidential, or proprietary information without authorization.
- Violate any local, state, national or international law, regulation, or order of any court, including but not limited to regulations of the SEC or any rules of any securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or The Nasdaq Stock Market.

11thEstate does not offer advice of any kind, including, without limitation, investment, financial, or legal advice. Any content and actions taken on the Platform or through the Services are not recommendations, solicitations, or prompts to take any action. Information related to public companies (such as logos, profile details, quotes, etc.) is used for informational purposes only. No content on the Platform is intended to affect or damage the value or reputation of any third-party.

## **11. No Reliance on Information Posted**

The information presented on or through the Platform and Services is made available solely for informational purposes only. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, User of the Services, or by anyone who may be informed of any of its contents.

The Platform and Services may include content provided by third parties, including materials provided by other Users, bloggers, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by 11thEstate, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of 11thEstate. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third parties.

We may update the content on the Platform or through the Services from time-to-time; however, such content may not be complete or current and 11thEstate shall not be under any obligation to update such materials.

## **12. Intellectual Property Rights**

The Platform and the Services, together with the entirety of the content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by 11thEstate, its licensors, or other providers of

such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material available on the Platform or through or Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials available on the Platform or accessible through the Services.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of material on the Platform other than as set out in this section, please address your request to: [info@11thestate.com](mailto:info@11thestate.com).

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform or Services in breach of the Terms of Use, your right to use the Platform and/or Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform, the Services, or any content on the Platform or made available through the Services is transferred to you, and all rights not expressly granted are reserved by 11thEstate. Any use of the Platform or Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **13. Trademarks**

11thEstate's and 11th's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of 11thEstate or its affiliates or licensors. You must not use such marks without the prior written permission of 11thEstate. All other names, logos, product and service names, designs, and slogans on the Platform or included within the Services are the trademarks of their respective owners.

#### **14. Geographic Restrictions**

We provide the Platform and Services for use only by persons located in the United States. We make no claims that the Platform or Services or any of their content is accessible or appropriate outside of the United States. Access to the Platform or Services may not be legal by certain persons or in certain countries. If you access the Platform or the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

The Platform and Services are directed solely to individuals residing in jurisdictions in which the provision of the content contained or made available therein is legal. We make no representation that materials provided on the Platform or through the Service are appropriate or available for use in other locations. Those who choose to access the Platform or Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Platform and/or Services to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

#### **15. Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, the Platform, or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ANY PLATFORM LINKED TO IT.

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ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**16. Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL 11THESTATE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, THE PLATFORM, ANY PLATFORMS LINKED TO THEM, ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES, THE PLATFORM, OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**17. Indemnification**

You agree to indemnify and hold 11thEstate and our affiliates, and its and their employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers and shareholders (the “**Indemnified Parties**”) harmless from any damage, loss, cost or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“**Demand**”) brought or asserted against any of the Indemnified Parties: alleging facts or circumstances that would constitute a breach of any provision of these Terms of Use by you; arising from, related to, or connected with your comments, your use of the Services, or your violation of any rights of a third party. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any Demand at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any Demand without our express written consent.

**18. Termination**

You understand and agree that 11thEstate may, under certain circumstances and without prior notice to you, terminate your access to and use of the Platform or Services. Cause for such termination shall include, but not be limited to (i) breaches or violations of the Terms of Use or other agreements or

guidelines, (ii) requests by law enforcement or other government, non-governmental, or regulatory authorities, or (iii) repeat violators of third-party copyrights or other intellectual property.

#### **19. Governing Law and Jurisdiction**

All matters relating to the Platform and these Terms of Use, and any dispute or Demand arising therefrom or related thereto (in each case, including non-contractual disputes or Demands), shall be governed by and construed with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

To the extent applicable, and subject to the terms of Section 22, any legal suit, action, or proceeding arising out of, or related to, these Terms of Use, the Services, or the Platform shall, to the extent not inconsistent with Section 22, be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and the venue in such courts.

SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN THE STATE OF DELAWARE AND THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

All Demands between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim unless previously agreed to in writing by the parties.

#### **20. Consent to Contract Electronically**

Your electronic signature or indication of assent to any document related to our Services is sufficient to legally bind you as if you had physically executed a hard copy of that document. You will not dispute the admissibility of an electronically stored copy of a document that you electronically signed or to which you indicated your assent. You will not dispute the validity of your electronic signature or indication of assent and you will not dispute the admissibility of the business records maintained by us to reflect and memorialize your electronic signatures and indications of assent.

#### **21. Dispute Resolution**

Any controversy or Demand arising out of or relating to these terms, any agreement between you and us, and any services provided to you through the platform, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. You agree to arbitrate any controversy or claim before the American Arbitration Association in the state of Delaware. As set forth below, nothing in these terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

#### **22. Limitation on Time to File Claims**

Any cause of action or Demand you may have arising out of or relating to these Terms of Use, the Services, or the Platform must be commenced within three (3) months after the cause of action accrues; otherwise, such cause of action or Demand is permanently barred.

### **23. Waiver and Severability**

No waiver by 11thEstate of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the 11thEstate to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **24. Entire Agreement**

The Terms of Use, Privacy Policy, Disclaimer, and Subscription Terms constitute the sole and entire agreement between You and 11thEstate regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

### **25. Changes to the Terms of Use**

We may revise, update and modify these Terms of Use from time-to-time at our sole discretion, with or without notice to you. All changes are effective immediately when we post them and apply to all access to and use of the 11thEstate Platform and our Services thereafter. You are solely responsible to check these Terms of Use so that you are aware of any changes, as they are binding to you. By continuing to have access to our Services, you agree to be bound by these Terms of Use in the event of any such addition, removal, or modification, as applicable, subject to the terms and conditions provided herein.

### **26. Your Comments and Concerns**

This Platform is operated by 11thEstate Inc.

All notices of copyright infringement claims should be sent to the copyright agent via email at [info@11thestate.com](mailto:info@11thestate.com).

All other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: [info@11thestate.com](mailto:info@11thestate.com).

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