

VAULTER TERMS AND CONDITIONS

Last Updated: October 25, 2023

These Terms and Conditions (“**Terms**”) apply to your access to and use of (i) the website located at vaulterup.com (or any successor links) and all associated web pages, websites, and social media pages (the “**Site**”) provided by Vaulter, L.L.C., (“**Vaulter**”, “**we**”, “**our**” or “**us**”) including all Vaulter’s subsidiaries and affiliates and (ii) online services we make available (together with the Site, the “**Services**”). By accessing and using the Services, you agree to be bound by these Terms.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 14. BY AGREEING TO THESE TERMS, EXCEPT FOR (I) CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 14, (II) WHERE YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 14, OR (III) TO THE EXTENT PROHIBITED BY LAW, DISPUTES BETWEEN YOU AND VAULTER WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. If you do not agree to these Terms, do not use our Services.

We may indicate that different or additional terms, conditions, guidelines, policies, or rules apply in relation to some of our Services (“**Supplemental Terms**”). Any Supplemental Terms become part of your agreement with us if you use the applicable Services, and if there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control for that conflict.

We may make changes to these Terms. The “*Last Updated*” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Services.

1 Eligibility and Use Restrictions

- (a) **Age.** Users under 18 years of age (or the age of legal majority where you live) may not use our Services. If you are a parent or guardian and you believe that your child under the age of 18 is using our Services without your consent, please contact us at info@vaulterup.com
- (b) **Jurisdiction.** You may only use our Services in jurisdictions authorized by Vaulter. Use of our Services is currently authorized only in the regions where we operate.
- (c) **Use and Sharing.** You may only use our Services for personal, family or household purposes and expressly excluding any commercial use. You may not share our Products or Services.

2 Your Information

You may provide certain information to us in connection with your access or use of our Services, or we may otherwise collect certain information about you when you access or use our Services. You agree to receive emails, SMS or text messages, and other types of communication from us via the Services using the email address or other contact information you provide in connection with the Services. You represent and warrant that any information that you provide to Vaulter in connection with the Services is accurate. For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy at vaulterup.com

3 Portal Accounts

You must create an account in order to use some or all of our Services, including access to the investor portal powered by software created and developed by a third-party and/or made available via a third-party website ("**Portal**"). You may not share or permit others to use your individual account credentials. You will promptly update any information contained in your account if it changes. You must use a strong password for your account that is unique to our Services and not used by you in any other website or online service. You must maintain the security of your account, as applicable, and promptly notify us if you discover or suspect that someone has accessed your account without your permission. We reserve the right to reject, require that you change, or reclaim usernames, including on behalf of businesses or individuals that hold legal title, including trademark rights, in those usernames.

4 Prohibited Conduct

- (a) You will not use our Services if you are not eligible to use our Services in accordance with Section 1 and will not use our Services other than for their intended purpose. Further, you will not, in connection with our Services:

- Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;
- Engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
- Use or attempt to use another user's account or information without authorization from that user and Vaulter;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell or resell our Services;
- Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
- Use our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services except in accordance with instructions contained in our robot.txt file and only to compile for search results, *provided* that Vaulter grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Vaulter reserves the right to revoke such permission either generally or in specific cases, at any time and without notice;
- Develop or use any applications or software that interact with our Services without our prior written consent;
- Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes; or

- Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

(b) Enforcement of this Section 4 is solely at Vaulter’s discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

5 Terms of Sale

All transactions, including but not limited to payment of any capital contributions, additional capital contributions, or assessments through the investor portal or otherwise, are governed by our invoicing terms, which will be provided separately (which may be included in any invoice, or an operating, partnership or similar agreement).

6 Ownership; Limited License

The Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, and all intellectual property rights therein and thereto, are owned by Vaulter or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services for your own personal, noncommercial use. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

7 Trademarks

Vaulter and our logos, product or service names, slogans, and the look and feel of the Services are trademarks of Vaulter and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned on or in connection with the Services are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

8 Feedback

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Vaulter or our Services (collectively, “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback or Services, or to improve or

develop new products, services, or the Services in Vaulter's sole discretion. Vaulter will exclusively own all improvements to, or new, Vaulter products, services, or Services based on any Feedback. You understand that Vaulter may treat Feedback as nonconfidential.

9 Third-Party Content

- (a) Our Services rely on or interoperate with third-party products and services, including, without limitation, Portal, accounting software, project management software, cloud services, data storage services, communications technologies, IoT platforms, third-party app stores, and internet and mobile operators (collectively, "**Third-Party Materials**"). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services. You acknowledge that (a) the use and availability of the Services is dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Services operate.
- (b) Specifically, certain items of independent, third-party code may be utilized in connection with the Services that may be subject to open-source licenses ("**Open-Source Software**"). The Open-Source Software is licensed to us under the terms of the license that accompanies such Open-Source Software and may be licensed to you under the terms of the same license or through other terms. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Open-Source Software.
- (c) We may further provide information about or links to third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Services (collectively, "**Third-Party Content**"). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party.
- (d) We have no obligation to monitor Third-Party Materials or Third-Party Content, and we may block or disable access to any Third-Party Materials or Third-Party Content (in whole or part) through our Services at any time. Your access to and use of such Third-Party Content or Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Content (including terms of service or privacy policies of the providers of such Third-Party Materials). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to access and use the Services.

10 Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Vaulter and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the “**Vaulter Parties**”) from and against any actions, losses, liabilities, claims, demands, damages, expenses or costs (“**Actions**”) arising out of or related to (a) your access to or use of the Services; (b) your or Feedback; (c) your breach of these Terms; (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. You will promptly notify Vaulter Parties of any third-party Actions, cooperate with Vaulter Parties in defending such Actions, and pay all fees, costs, and expenses associated with defending such Actions (including attorneys' fees). The Vaulter Parties will have control of the defense or settlement, at Vaulter's sole option, of any third-party Actions. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Vaulter or the other Vaulter Parties.

11 Disclaimers

Your use of our Services and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) is at your sole risk. Except as otherwise provided in a writing by us and to the fullest extent permitted under applicable law, our Services, and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) are provided “as is” and “as available” without warranties of any kind, either express or implied. Vaulter disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Vaulter does not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) are accurate, complete, reliable, current, or error-free or that access to our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) will be uninterrupted. While Vaulter attempts to make your use of our Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) safe, we cannot and do not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) or our servers are free of viruses or other harmful components or content or materials. You assume the entire risk as to the quality and performance of the Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials). All disclaimers of any kind (including in this section and elsewhere in these Terms) are made for the benefit of Vaulter, Vaulter Parties, and Vaulter’s respective shareholders, agents,

representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

12 Limitation of Liability

- (a) **To the fullest extent permitted by applicable law, Vaulter and the other Vaulter Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Vaulter or the other Vaulter Parties have been advised of the possibility of such damages.**
- (b) **The total liability of Vaulter and the other Vaulter Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the lesser of \$500 or the amount paid by you to use our Services giving rise to the claim.**
- (c) **The limitations set forth in this Section 12 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Vaulter or the other Vaulter Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.**

13 Release

To the fullest extent permitted by applicable law, you release Vaulter and the other Vaulter Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

14 Dispute Resolution; Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND VAULTER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND VAULTER FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND VAULTER AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE

PROCEEDING. VAULTER AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING THEIR DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF ANY PARTY'S CLAIMS.

FOLLOW THE INSTRUCTIONS BELOW, IN SECTION 14(L), IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT.

(a) **Claims This Section Applies To.** The dispute resolution and binding arbitration terms in this Section 14 apply to all Claims between you and Vaulter. A **"Claim"** is any dispute, claim, or controversy (excluding those exceptions listed below) between you and Vaulter, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that either party wishes to seek legal recourse for and that arises from or relates to this Agreement or our Services, including any privacy or data security claims or claims related to the validity, enforceability, or scope of the arbitration requirement or any portion of it.

(b) **Informal Dispute Resolution Prior to Arbitration.** If you have a Claim against Vaulter or if Vaulter has a Claim against you, you and Vaulter will first attempt to resolve the Claim informally in order to try and resolve the Claim faster and reduce costs for both parties. You and Vaulter will make a good-faith effort to negotiate the resolution of any Claim for thirty (30) days, or such longer period as mutually agreed in writing (email suffices) by the parties, ("**Informal Resolution Period**") from the day either party receives a written notice of a dispute from the other party (a **"Claimant Notice"**) in accordance with this Agreement.

You will send any Claimant Notice to Vaulter by certified mail addressed to Vaulter, 8800 N Gainey Center Drive, Suite 255, Scottsdale, AZ 85258 or by email to info@vaulterup.com. Vaulter will send any Claimant Notice to you by certified mail or email using the contact information you have provided to Vaulter. The Claimant Notice sent by either party must (i) include the sender's name, address, email address, and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.

The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. You or Vaulter cannot proceed to arbitration before the end of the Informal Resolution Period. If you or Vaulter file a Claim in court or proceed to arbitration without complying with the requirements in Section 14, including waiting until the conclusion of the Informal Resolution Period, the other party reserves the right to seek relief from a court to enjoin the filing and seek damages from the party that has not

followed the requirements in this Section to reimburse it for any arbitration fees and costs already incurred as a foreseeable consequence of that breach.

The statute of limitations and any filing fee deadlines for a Claim will be tolled for the duration of the Informal Resolution Period for that Claim so that the parties can engage in this informal dispute-resolution process.

(c) **Claims Subject to Binding Arbitration; Exceptions.** Except for individual disputes that qualify for small claims court (provided that the small-claims court does not permit class or similar representative actions or relief) and any disputes exclusively related to the intellectual property or intellectual property rights of you or Vaulter, including any disputes in which you or Vaulter seek injunctive or other equitable relief for the alleged unlawful use of your or Vaulter's intellectual property or other infringement of your or Vaulter's intellectual property rights ("**IP Claims**"), all Claims, including Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 14(b) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

(d) **Binding Individual Arbitration.** Subject to the terms of this section, Claims may only be settled by binding individual arbitration conducted by National Arbitration and Mediation ("**NAM**"), <https://namadr.com>, according to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., ("**FAA**") and according to NAM's Comprehensive Dispute Resolution Rules and Procedures in effect at the time the Claim arose (the "**Rules**"), as modified by this Agreement.

If NAM notifies the parties in writing (email suffices) that it is not available to arbitrate any Claim, then that Claim may only be settled by binding individual arbitration conducted by American Arbitration Association ("**AAA**"), <https://www.adr.org>. For Claims that must be arbitrated by AAA, if you are a "**Consumer**," meaning that you only use the Services for personal, family or household purposes, the then-current version of the AAA's Consumer Arbitration Rules are the Rules applicable to Claims between you and Vaulter as modified by this Agreement. For Claims that must be arbitrated by AAA, if you are not a Consumer, the then-current version of the AAA's Commercial Arbitration Rules and Mediation Procedures are the Rules applicable to Claims between you and Vaulter as modified by this Agreement.

This Agreement affects interstate commerce, and the enforceability of this Section 14 will be substantively and procedurally governed by the FAA to the extent permitted by law. As limited by the FAA, this Agreement, and

the Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or Vaulter to satisfy one of our individual Claims (that the arbitrator determines are supported by credible relevant evidence).

- (e) **Arbitration Procedure and Location.** You or Vaulter may initiate arbitration of any Claim not resolved during the Informal Resolution Period by filing a demand for arbitration with NAM in accordance with the Rules (or with AAA in accordance with the Rules if applicable pursuant to Section 14(d)).

Instructions for filing a demand for arbitration with NAM are available on the NAM website or by calling NAM at 800-358-2550, and instructions for filing a demand for arbitration with AAA are available on the AAA website or by calling AAA at 800-778-7879. You will send a copy of any demand for arbitration to Vaulter by certified mail addressed to Vaulter 8800 N Gainey Center Drive, Suite 255, Scottsdale, AZ 85258 or by email to info@vaulterup.com. Vaulter will send any demand for arbitration to you by certified mail or email using the contact information you have provided to Vaulter.

The arbitration will be conducted by a single arbitrator in the English language. You and Vaulter both agree that the arbitrator will be bound by this Agreement.

For Claims in which the claimant seeks less than USD \$10,000, the arbitrator will decide the matter solely based on written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For Claims in which the claimant seeks USD \$10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings will be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is required and you reside in the United States, the hearing will take place in Maricopa County, Arizona, unless the arbitrator determines that this would pose a hardship for you, in which case the in-person hearing may be conducted in the claimant's state and county of residence. If you reside outside the United States, the site of any in-person hearing will be determined by the applicable Rules.

The arbitrator (not a judge or jury) will resolve all Claims in arbitration. Unless you and Vaulter agree otherwise, any decision or award will include a written statement stating the decision of each Claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

An arbitration award, and any judgment confirming it, apply only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself unless the parties agree prior to issuance

of the award. Any arbitration decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

- (f) **Arbitration Fees.** Each party will be responsible for arbitration fees in accordance with the applicable Rules and this Agreement.
- (g) **Frivolous or Improper Claims.** To the extent permitted by applicable law, a claimant must pay all costs incurred by the defending party, including any attorney's fees, related to a Claim if an arbitrator determines that (i) the Claim was not warranted by existing law or by a nonfrivolous argument or (ii) the Claim was filed in arbitration for any improper purpose, such as to harass the defending party, cause unnecessary delay, or needlessly increase the cost of dispute resolution.
- (h) **Offers of Settlement.** Either party may, but is not obligated to, make a written settlement offer for a Claim. If an arbitration decision or award is later issued that is less favorable to a party than the latest written offer of settlement that party did not accept, that party must pay all costs and fees—including arbitration, attorney, and expert fees—incurred by the other party after the written settlement offer was made. The terms of any settlement offer may not be disclosed to an arbitrator until after the arbitrator issues a decision or award on the Claim.
- (i) **One Year to Assert Claims.** To the extent permitted by law, any Claim by you or Vaulter against the other must be filed within one year after such Claim arises; otherwise, the Claim is permanently barred, which means that you or Vaulter will no longer have the right to assert that Claim.
- (j) **Confidentiality.** If you or Vaulter submits a Claim to arbitration, you and Vaulter agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of discovery in the arbitration. You and Vaulter agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration.
- (k) **Coordinated Filings.** If 25 or more Claimant Notices are received by a party that raise similar claims and have the same or coordinated counsel, these will be considered "**Coordinated Claims**" and will be treated as mass filings or multiple case filings according to the Rules, if and to the extent Coordinated Claims are filed in arbitration as set forth in this Agreement. You or Vaulter may advise the other of your or Vaulter's belief that Claims are Coordinated Claims, and disputes over whether a Claim meets the definition of "Coordinated Claims" will be decided by the arbitration

provider as an administrative matter. To the extent either party is asserting the same Claim as other persons and are represented by common or coordinated counsel, that party waives any objection that the joinder of all such persons is impracticable.

Coordinated Claims may only be filed in arbitration as permitted by the process set forth below. Applicable statutes of limitations will be tolled for Claims asserted in Coordinated Claims from the time a compliant Claimant Notice has been received by a party until this Agreement permits such Coordinated Claim to be filed in arbitration or court.

Initial Bellwether: The bellwether process set forth in this section will not proceed until counsel representing the Coordinated Claims has advised the other party in writing (email suffices) that all or substantially all the Claimant Notices for the Coordinated Claims have been provided.

After that point, counsel for the parties will select 30 Coordinated Claims to proceed in arbitration as a bellwether to allow each side to test the merits of its arguments. Each side will select 15 claimants who have provided compliant Claimant Notices for this purpose, and only those chosen cases may be filed with the arbitration provider. The parties acknowledge that resolution of some Coordinated Claims will be delayed by this bellwether process. Any remaining Coordinated Claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those Claims, unless and until they are selected to be filed in individual arbitration proceedings as set out in this Section 14(k).

A single arbitrator will preside over each Coordinated Claim chosen for a bellwether proceeding, and only one Coordinated Claim may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

Mediation: Once the arbitrations that are part of the bellwether process have concluded (or sooner if the claimants and the other party agree), counsel for the parties must engage in a single mediation of all remaining Coordinated Claims, with the mediator's fee paid for by Vaulter. Counsel for the claimants and the other party must agree on a mediator within 30 days after the conclusion of the last bellwether arbitration. If counsel for the claimants and the other party cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

Remaining Claims: If the mediation process concludes with 100 or more unresolved Coordinated Claims remaining, any party to a remaining Coordinated Claim may elect to no longer have the arbitration requirement in this Section 14 apply to all remaining Coordinated Claims for which a compliant Claimant Notice was received by the other party but that were not resolved in the bellwether process or global mediation. To be effective, such an election must be communicated in writing (email suffices) to counsel for the opposing party within 30 days of mediation

concluding. Coordinated Claims released from the arbitration requirement must be resolved in accordance with Section 15.

If the mediation process concludes with fewer than 100 Coordinated Claims remaining or if no party makes a timely election as provided for in the previous paragraph, the arbitrator will randomly select 50 Coordinated Claims (or the total remaining amount if less than 50) to proceed in arbitration as a second batch. The arbitrator will randomly select eligible claimants who have provided compliant Claimant Notices for this purpose, and only those chosen cases may be filed with the arbitration provider.

Once all arbitrations in the foregoing process are complete, the parties will repeat this process until all Coordinated Claims have been arbitrated.

If Coordinated Claims released from the arbitration requirement are brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in Coordinated Claims for which a compliant Claimant Notice was received by the other party. Any party may contest class certification at any stage of the litigation and on any available basis. A court will have authority to enforce the bellwether and mediation processes defined in this section and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

- (l) **Opting Out of Arbitration.** You have the right to opt out of binding arbitration within 30 days of the date you first accepted this Agreement by emailing info@vaulterup.com. To be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration in order to be valid. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 15.

- (m) **Rejection of Future Arbitration Changes.** You may reject any change we make to Section 14 (except address changes) by sending us notice of your rejection within 30 days of the change via email at info@vaulterup.com or by certified mail addressed to Vaulter, 8800 N Gainey Center Drive, Suite 255, Scottsdale, AZ 85258. Changes to Section 14 may only be rejected as a whole, and you may not reject only certain changes to Section 14. If you reject changes made to Section 14, the most recent version of Section 14 that you have not rejected will continue to apply.

- (n) **Severability.** If any portion of this Section 14 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from this Agreement; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 14 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 14; and (iii) to the extent that any claims must therefore proceed on a class, collective,

consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction, in accordance with this Agreement, and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 14 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 14 will be enforceable.

- (o) Notwithstanding anything to the contrary in this Agreement, if you reside in any country outside of the United States, you may bring legal proceedings regarding this Agreement either by following the arbitration procedure detailed above in this Section 14 of this Agreement or, if given the right by applicable law, by submitting the dispute to an arbitration administrator in the jurisdiction in which you reside. To the extent any proceeding is not subject to arbitration under applicable law, you may submit the dispute to the courts of the jurisdiction in which you reside.

15 Governing Law

Any Claims will be governed by and construed and enforced in accordance with the laws of the State of Arizona, except to the extent preempted by U.S. Federal Law, without regard to conflict of law rules or principles (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If any Claim is not subject to arbitration pursuant to Section 14, then the state and federal courts located in the County of Maricopa, Arizona, will have exclusive jurisdiction. You and Arizona waive any objection to venue in any such courts. If your local law requires that consumer contracts be interpreted subject to local law and enforced in the courts of that jurisdiction, this section may not apply to you only to the extent that local law conflicts with this section.

16 Modifying and Terminating Our Services

We reserve the right to modify our Services or to suspend or terminate providing all or part of our Services at any time; charge, modify, or waive any fees required to use the Services; or offer opportunities to some or all end users of the Services. We may provide you with notice in advance of the suspension or discontinuation of all or part of our Services, such as by sending an email or providing a notice through our Services. All modifications and additions to the Services will be governed by these Terms or the Supplemental Terms, unless otherwise expressly stated by Vaulter in writing. You also have the right to stop using our Services at any time, and you may terminate these Terms by ceasing use of our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

17 Severability

If any portion of these Terms other than Section 14 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render these Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve these Terms and the intent of these Terms to the fullest possible extent.

18 Export Control

You are responsible for compliance with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

19 Miscellaneous

(a) Vaulter’s failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including without limitation.” Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between us may be conducted electronically.

(b) If you have a question or complaint regarding the Services, please send an email to info@vaulterup.com. You may also contact us by writing to 8800 N Gainey Center Drive, Suite 255, Scottsdale, AZ 85258, or by calling us at (480) 609-1200. Please note that email communications will not necessarily be secure; accordingly, you should not include payment card information or other sensitive information in your email correspondence with us. Further, under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market

Boulevard, Suite N-112, Sacramento, California 95834, or by telephone at 1 (800) 952-5210.