

## **IRL DIGITAL COLLECTIBLE PRINTING TERMS OF USE**

Welcome to <https://integralrealitylabs.com/> (the “**Site**”), which offers online digital collectible customization and printing services of IRL – Integral Reality Labs, Inc. (“**IRL**,” “**we**,” “**our**” or “**us**”). Please review the following Terms of Use. This page explains the terms by which you may use the Site and services available via the Site (collectively the “**Services**”). By accessing or using the Services, you signify that you have read, understood, and agree to be bound by this Terms of Use (“**Agreement**”) and to the collection and use of your information as set forth in the IRL Privacy Policy, whether or not you are a registered user of our Services. This Agreement applies to all visitors, users, and others who access the Services (“**Users**”).

**IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THIS AGREEMENT YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND IRL THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION.**

### **Use of Our Services**

#### **Eligibility**

IRL provides an online service for customizing and 3D printing of physical items that are linked to your digital collectible (“**Collectibles**”) via the Site.

You must read and agree to these terms before using the IRL Services. If you do not agree, you may not use the Services. You may use the Services only if you can form a binding contract with IRL, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. In order to agree to this Agreement, you must be 18 or older and must have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. The Services is not available to any Users previously removed from the Services by IRL.

#### **Accounts**

For certain features of the Services, you’ll need an IRL account. Your IRL account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion. If you open an IRL account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify IRL immediately of any breach of security or

unauthorized use of your account. IRL will not be liable for any losses caused by any unauthorized use of your account.

By providing IRL your email address you consent to our using the email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services and special offers. If you do not want to receive such email messages, you may opt-out or change your preferences in your settings page. Opting-out may prevent you from receiving email messages regarding updates, improvements, or offers.

## **Services**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to access and use the Services as permitted by the features of the Services and the terms of this Agreement. IRL may terminate this license at any time at its sole discretion.

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to IRL servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that IRL grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from [www.integralrealitylabs.com](http://www.integralrealitylabs.com) for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names or email, from the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xiii) any acts or omissions in violation of any laws, rules or regulations; and/or (xiv) encourage or enable any other individual to do any of the foregoing.

We may, without prior notice: change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including, if in our sole determination, you violate any provision of this Agreement. Upon termination for any reason, you continue to be bound by this Agreement. IRL will not be liable for

any losses suffered by you as a result of any interruption of the Services, or by the suspension of your access to the Services.

## **User Content**

Some areas of the Services allow Users to upload or provide content such as profile information, digital collectibles, customizations, and other content or information (any such materials a User submits, posts, displays, or otherwise uses or makes available on the Services is referred to as “**User Content**”). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by providing or sharing User Content through the Services, you hereby grant to IRL a non-exclusive, perpetual, transferable, sublicensable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, distribute, market, promote, manufacture, and create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services and for IRL’s (and its successors’ and affiliates’) business purposes.

You agree not to upload User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) is, as determined by IRL, unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party’s trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; or (ix) violates any law, rule, or regulation, or infringes any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

IRL takes no responsibility and assumes no liability for any User Content you or any other User or third party uploads or otherwise makes available on the Services. You shall be solely responsible for your User Content and the consequences of uploading, printing, publishing, or otherwise making such User Content available on the Services. IRL reserves the right, but is not obligated, to remove any User Content that IRL believes, in its sole discretion, violates this Agreement.

For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

## **Our Proprietary Rights**

Except for your User Content, IRL and its licensors exclusively own all right, title and interest in and to the Services, including all associated Intellectual Property Rights. You acknowledge that

the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

## **Ordering Collectibles**

You may place an order for a Collectible via the functionality of the Services.

Unacceptable orders and/or cancellation of orders. We reserve our right to not accept or to cancel your order at any time during the ordering process (even after our acceptance of your order), for technical or other reasons (including, for example, if your payment method is declined, if we suspect the request or order is fraudulent, or in other circumstances IRL deems appropriate in its sole discretion). In case your partial or entire order is cancelled, you will be contacted via email and, except in cases of fraud or other violations of our policies, be issued you a full refund for the cancelled item(s).

Prices. The prices displayed on the Site are only indications and are valid only for the moment that they are displayed. IRL reserves the right to change its prices on the Site at any time without prior notice to you. Any such change will have no effect on orders completed before the posting of a new price on the Site. We do our best to prevent errors in the pricing. However, should an error occur, we are not bound by our offer and may cancel the order. In the event of an error, any monies paid related to that order will be refunded to you. IRL may add new services for additional fees and charges, add or amend fees and charges for existing Services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective on all orders received following notice of such change to you as provided in this Agreement.

Payments. The amount indicated on the ordering page includes the fee for the Services (such as printing, painting, and packing the Collectible) and the price for the materials used to produce the Collectible. The price quoted on the Site includes shipping costs, sales tax (if applicable) but may exclude any import duty or taxes (if applicable). If you pay in a currency that is different from the denominated currency of your payment method, your payment company (such as your credit or bank card issuer) or third-party payment processor may apply a currency conversion rate or fees to your payment. You are sole responsible for any such conversion related fees. Please contact your provider for information about these fees. These fees are not controlled by or known to the IRL. IRL will not be responsible in any way for the payment process done via our third-party payment processors. Please familiarize yourself with their terms of use and privacy policies. For orders paid for via credit card, we will begin production after authorizing and holding payment.

Order Confirmation. After accepting your order, IRL will send you an order confirmation by e-mail to the address associated with your IRL Account or the guest checkout process. The order confirmation will be effective as of the date on which the order confirmation is sent to you. If your order is not accepted, we will contact you by email. You should verify the details in the confirmation email. If there are errors you should contact us as soon as possible by sending an email to customer service.. You can track the status of your order e.g. accepted order, produced, dispatched, delivered etc. through IRL website or e-mail notifications.

Shipping. Your order will be delivered to the shipping address you provide during the ordering process. IRL only delivers to certain enumerated countries which can be selected during the ordering process. We will use our commercially reasonable efforts to ship the Collectible to the shipping address within the delivery time indicated in our confirmation email; nevertheless, depending on your shipping address it may take longer time and shipping is handled by a third party outside of our control. Any shipping and delivery dates given by us are only best estimates and we are not liable for any damage or cost caused by delay in shipping or delivery. Title and risk of loss is transferred to you upon transfer of the goods from us to the shipment carrier (DHL, USPS, FedEx, etc.).

No Returns. All sales are final. Due to the personalized nature of the Services (i.e. the Collectible is supplied by the IRL based on your specifications), you cannot cancel your order after it goes into production. IRL may consider refund requests on a case-by-case basis, and decisions on whether to grant a refund request are in the sole discretion of IRL.

### **Payments.**

Purchases. If you wish to purchase any product or service made available through the Service ("**Purchase**"), you may be asked to supply certain information to us or to our Payment Processor relevant to your Purchase including, but not limited to: your credit card number, the expiration date of your credit card, your billing address, and your shipping information ("**Payment Information**"). You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the Payment Information you supply to us or our Payment Processor is true, correct and complete. By submitting such information, you grant us the right to provide the Payment Information to third parties for purposes of facilitating the completion of Purchases. We reserve the right to refuse or cancel your order at any time for any reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your account upon demand.

Payment Information; Taxes. All Payment Information that you provide must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

Facilitation of Payments. All charges made through the Service are facilitated through a third-party payment processing service ("**Payment Processor(s)**"). If payments are remitted by Stripe, you agree to be bound by Stripe's terms of service and privacy policy. Please review Stripe's terms of service available at <https://stripe.com/us/legal> to understand how Stripe processes your payment, and Stripe's privacy policy available at <https://stripe.com/us/privacy> to understand Stripe's privacy practices. We are not responsible for Stripe's or any other applicable third-party payment processor's services. The third-party payment processor, and not us, is responsible for properly transacting such payments through its platform, and you agree to release and hold us harmless

from any errors, negligence or misconduct of the third-party payment processor. As a condition of IRL enabling payment processing services through a Payment Processor, you agree to provide IRL accurate and complete information about you and your business, and you authorize IRL to share transaction information related to your use of the payment processing services provided by the Payment Processor.

California Residents. The provider of Services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

## **Privacy**

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy.

## **Third-Party Links and Information**

The Services may contain links to third-party materials that are not owned or controlled by IRL. IRL does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Services, you do so at your own risk, and you understand that this Agreement and IRL's Privacy Policy do not apply to your use of such sites. You expressly release IRL from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that IRL shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## **Feedback**

We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

## **Indemnity**

You agree to defend, indemnify and hold harmless IRL and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any applicable law, rule or regulation; and (iv) any other party's access and use of the Services with your IRL Account.

## **No Warranty**

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IRL OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, IRL, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IRL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL IRL BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR IRL ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IRL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO IRL HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Services is controlled and operated from facilities in the United States. Company makes no representations that the Services is appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

### **Governing Law**

Governing Law. This Agreement and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and IRL are not required to arbitrate will be the state and federal courts located in San Francisco County, California, and you and IRL each waive any objection to jurisdiction and venue in such courts.

### **Dispute Resolution**

Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to This Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and IRL agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of This Agreement, and that you and IRL are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of This Agreement.

Exceptions. As limited exceptions to Section “Mandatory Arbitration of Disputes” above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our Intellectual Property Rights.

Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by This Agreement. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Injunctive and Declaratory Relief. Except as provided in Section "Exceptions" above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

Class Action Waiver. YOU AND IRL 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. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

Severability. With the exception of any of the provisions in Section "Class Action Waiver", if an arbitrator or court of competent jurisdiction decides that any part of This Agreement is invalid or unenforceable, the other parts of This Agreement will still apply.

## **General**

Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by IRL without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Notification Procedures and Changes to the Agreement. IRL may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by IRL in our sole discretion. IRL reserves the right to determine the form and means of providing notifications to our Users, provided you may opt out of certain means of notification as described in this Agreement. IRL is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. IRL may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Services after any such change constitutes your acceptance of the new Terms of Use. If you do

not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Services.

Entire Agreement/Severability. This Agreement, together with Appendix A and any amendments and any additional agreements you may enter into with IRL in connection with the Services, shall constitute the entire agreement between you and IRL concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

Advertising. IRL reserves the right to display advertisements on its website and any related IRL webpages, and services.

Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and IRL's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Contact. Please contact us at [legal@integralrealitylabs.com](mailto:legal@integralrealitylabs.com) with any questions regarding this Agreement.