

## **WORLD MACI –TERMS OF USE**

ATTENTION: THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. READ THEM CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM.

These Terms of Use (“Terms”) govern your access to and use of the World MACI platform (“World MACI” or “Platform”) operated by Matsushiba Factory, Inc., a Delaware corporation (“Matsushiba Factory”, “Company”, “we”, “our”, or “us”).

BY ACCESSING, VIEWING, OR UTILIZING ANY PART OF THE PLATFORM, YOU AGREE TO BE IMMEDIATELY AND IRREVOCABLY BOUND BY THESE TERMS IN FULL FORCE AND EFFECT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST CEASE ALL USE AND ACCESS OF THE PLATFORM WITHOUT DELAY.

PLEASE READ THESE TERMS CAREFULLY AS THEY MAY IMPACT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. SECTION 16 OF THESE TERMS INCLUDES AN AGREEMENT TO PROCEED TO MANDATORY, INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THESE TERMS TO BINDING, INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT.

### **1. Definitions**

“Decentralized Component” refers to the smart contracts, protocols, or public ledger entries related to voting records, which may operate on a blockchain network. This includes all immutable or publicly visible data.

“Voting Data” means the anonymous and/or encrypted records of votes, associated cryptographic transaction data, and participation metadata stored on the Decentralized Component.

“Losses” means any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys’ fees and costs) suffered or incurred.

### **2. Acceptance of Terms and Capacity**

By accessing or using the Platform, you affirm and warrant that you are at least the age of majority in your jurisdiction and possess the requisite legal capacity, authority, and power to enter into this legally binding agreement and are not an Excluded Person as defined below. If you are acting on behalf of an entity, you represent and warrant that you have full, unqualified authority to bind that entity to these Terms. These Terms, including all incorporated documents, constitute the final, exclusive, and entire agreement between you and Matsushiba Factory with respect to the Platform.

### **3. Platform Description and Purpose**

World MACI is a privacy-preserving digital voting system that leverages a Decentralized Component to enable transparent, anonymous voting on topics pre-approved solely by Matsushiba Factory. Access is limited by one whitelist (“The World Whitelist”) or multiple whitelists of eligible participants. In this regard, the following terms apply including but not

limited to:

- The Platform operates exclusively for community governance, polling, theoretical research, and educational modeling purposes.
- The right to access is a limited, non-exclusive, non-transferable, and fully revocable license.
- You acknowledge that the initiation, subject matter, and final resolution of all voting topics may rely upon external data feeds, oracles, or human discretion solely provided and approved by Matsushiba Factory.
- Matsushiba Factory reserves the sole and absolute right to introduce or modify any fees, payment terms, or subscription tiers at any time, upon written notice. Users bear sole responsibility for all transaction costs, blockchain gas fees, and network charges incurred in connection with their participation.

#### **4. No Financial, Investment, or Regulated Activity Disclaimer**

WORLD MACI IS NOT A FINANCIAL, TRADING, OR REGULATED ENTITY. You also agree to the following terms:

- Securities/Commodities: Votes, participation rights, or any other element of the Platform DO NOT represent securities, commodities, derivatives, investment contracts, or any other financial instrument under the laws of the United States or any other jurisdiction.
- MSB/VASP Status: Matsushiba Factory is NOT a bank, payment processor, money transmitter, Virtual Asset Service Provider (VASP), or Money Services Business (MSB) and does not provide regulated financial services.
- No Guarantee of Outcome or Expectation of Profit: Your participation is voluntary and carries NO expectation of profit, monetary return, or financial value whatsoever. We do not guarantee any outcome or result from any polling or voting using the Platform.
- Disclaimer of Future Value: Nothing on the Platform should be construed as an indication or guarantee that any future tokenized or financial element related to the Platform will have any value or legal standing.

#### **5. Eligibility and Account Registration**

Users must complete the required Platform account registration process as implemented by Matsushiba Factory, which may include the provision of identifying information.

Matsushiba Factory reserves the right, in its sole discretion, to require comprehensive identity verification (KYC) for compliance, anti-fraud, or sanctions obligations. FAILURE TO COMPLETE, PROVIDE, OR MAINTAIN ACCURATE VERIFICATION INFORMATION WILL RESULT IN THE IMMEDIATE AND PERMANENT SUSPENSION OR TERMINATION OF YOUR ACCOUNT, WITHOUT APPEAL OR LIABILITY TO MATSUSHIBA FACTORY. Users are solely responsible for safeguarding all account credentials, keys, and passwords.

#### **6. User Contributions, Obligations and Prohibited Conduct**

You may have the ability to contribute content, material, artwork, videos or other materials or to make a voting or polling or listing (collectively, a "Contribution"). You represent and

warrant that you have the full right, power and authority to submit a Contribution and license use to use your Contributions and that such Contributions do not violate the intellectual property or other rights of any third party or any applicable law or regulation, or constitute prohibited content or activity in violation of this Section 6. You grant to us the worldwide, perpetual, irrevocable, fully transferable and sublicensable, fully paid up and royalty-free right and license to use your Contributions connection with providing and improving the Platform, including reproducing, analyzing, distributing, publishing, modifying, publicly displaying and making derivative works of your Contributions. If we offer the ability to publicly post your Contributions through the Platform, you should be aware that any Contribution you post to such public areas or platforms be made publicly available to other users or to the public at large and so you should not disclose any Contribution that you do not wish to be made public.

**We do not create, contribute to, endorse or adopt Contributions or any voting or polling results that are generated through the Platform, Contributions and voting and polling are independently created by users, and do not reflect the views, expressions or opinions of Matsushiba Factory. You are fully responsible for any Contributions and designing and structuring any voting and polling that you provide or conduct on the Platform. ANY RELIANCE UPON CONTRIBUTIONS OR VOTING OR POLLING RESULTS IS AT YOUR OWN RISK.**

You covenant and agree not to use the Platform in any manner that violates any applicable law, statute, ordinance, regulation, treaty, or governmental order. You shall not engage in, or attempt to facilitate, the following prohibited conduct which includes but is not limited to:

- (a) Illicit or Nefarious Activity: Any illegal activity, fraud, or activity involving moral turpitude.
- (b) Manipulation and Integrity Violations: Fraud, collusion, vote harvesting, vote selling, vote buying, wash voting (casting votes without genuine expression of opinion), or any manipulation designed to subvert or corrupt the integrity of voting outcomes or the governance model, including any attempt to corner or monopolize a voting segment.
- (c) Sanctions Circumvention: Circumvention of any U.S. or international sanctions or export control restrictions.
- (d) System Interference: Unauthorized access, unauthorized modification, reverse engineering, decompilation, exploitation, or any attack on the Platform's proprietary code or the Decentralized Component.
- (e) Malware: Distribution of viruses, malware, harmful code, or any program designed to damage or gain unauthorized access to the Platform or user data.
- (f) Any activity or Contribution, including any voting, which is defamatory, obscene, pornographic, harassing, infringing of intellectual property rights, advocates violence, or constitute illegal gambling or lobbying or interference with elections or any similar act.

Other kinds of omissions or activities that are strictly prohibited on the Platform include, but are not limited to:

- criminal or tortious activity;
- engage in the sale of any security or investment vehicle for which a license or permit is required;
- systematic retrieval of data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company;
- making any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- using the Platform to illegally interfere with any election or electoral process;
- tricking, defrauding or misleading Company and other users, especially in any attempt to learn sensitive account information such as passwords;
- engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools;
- interfering with, disrupting, or creating an undue burden on the Platform or the networks or services connected to the Platform;
- attempting to impersonate another user or person or using the username or email of another user;
- selling or otherwise transferring your profile;
- using any information obtained from the Platform in order to harass, abuse, or harm another person;
- using the Platform as part of any effort to compete with Company and its affiliates or to provide services as a service bureau;
- deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website;
- attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- harassing, annoying, intimidating or threatening any Company employees or agents engaged in providing any portion of the Platform to you;
- posting, transmitting, or otherwise communicating any content or message that is abusive, intimidating, discriminatory, sexually suggestive, stalking, bullying, threatening violence or otherwise “creepy” or disrespectful, as determined by Company in its sole discretion;

- using any information, tools, or content obtained from the Platform for any purpose that is directly or indirectly competitive with Company or that seeks to replicate, reverse engineer, or build a similar or competing product, service, or community; and
- use the Platform to (i) solicit users, creators, or partners for a competing service, or (ii) promote, advertise, or distribute competitive projects or products, or (iii) engage in any other activity that Company determines in its discretion to be competitive with its business or that interferes with its operations, brand, or community integrity.

Matsushiba Factory reserves the absolute, non-waivable right (or the right to otherwise assign this right to an operator), but not the obligation, to permanently affect any specific vote, voting round, or activity on the Platform if it suspects, in its sole discretion, a violation of this Section 6, or any attempt to compromise the integrity, security, or intended function of the Platform. All decisions by Matsushiba Factory under this section are final.

For the avoidance of doubt, we do not engage in any supervision on the single votes level and cannot delete a round from Dora Vota appchain, but we can remove (without having any obligation to do so) any other content at our sole discretion from the Website if it violates certain platform codes or government regulations. We also reserve the right to take down and/or rearrange any particular round (in its entirety) from the Website at our sole discretion.

#### **6B. Determination and Finality of Voting Outcome**

It is currently intended that voting will be tallied by independent operators and not by Matsushiba Factory or any affiliated entity or any participant in the voting. The outcome may, according to the cryptographic characteristics of the aMACI protocol, be one of the following three scenarios:

1. Valid - results validated by a zero-knowledge proof submitted by the aMACI operator on the round's on-chain smart contract;
2. Invalid - results cannot be validated by a zero-knowledge proof submitted by the aMACI operator;
3. Unresolved - if the aMACI operator refuses to, or is absent to submit such a proof for whatever reason.

Matsushiba Factory does not guarantee and is not responsible for any outcome that results from use of the Platform, but may at its sole discretion provide features to encourage effective tallying, posting and validation of results. We also do not intend to reverse individual votes, but we reserve the right to take down the voting round before voting commences.

Matsushiba Factory reserves the sole, non-reviewable, and absolute right to remove or not display, in its exclusive discretion, the final outcome, resolution, or validity of any voting round. You agree that Matsushiba Factory's determination of the above shall be final, binding, and conclusive for all purposes.

## **7. Export Control and Sanctions Compliance**

The Platform may not be used, accessed, or exported by, or to, any individual, entity, or jurisdiction subject to U.S. or international sanctions, including, but not limited to, those listed by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), the EU, or the United Nations ("Excluded Person"). By using the Platform, you unequivocally represent and warrant that you are not located in, a national or resident of, or controlled by any such jurisdiction or person. Matsushiba Factory shall at its sole discretion block or restrict access to any user, including you, immediately to comply with applicable law, and shall incur no liability to you for such action.

## **8. Intellectual Property Rights**

All software, source code, algorithms, cryptographic protocols, trademarks, trade dress, logos, data structure, and related content, including the design and structure of the Platform and Decentralized Component, are and shall remain the exclusive proprietary property of Matsushiba Factory. No implied or explicit license, right, title, or interest is granted to you except for the limited, revocable right to access and use the Platform for its intended purpose under these Terms. Any copying, reproduction, distribution, modification, or creation of derivative works of the Platform and Decentralized Component is strictly prohibited and requires Matsushiba Factory's express prior written consent.

**User Feedback and Data Ownership:** If you submit comments, ideas, suggestions, bug reports, or other feedback relating to the Platform ("Feedback"), you hereby grant Matsushiba Factory a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, and exploit such Feedback for any purpose without restriction or compensation to you. Matsushiba Factory retains complete and exclusive ownership over all Voting Data and Platform usage data, even where that data is anonymous or publicly visible on the Decentralized Component.

## **9. Ultimate Assumption of Smart Contract and Blockchain Risk**

YOU ACKNOWLEDGE AND ACCEPT THAT USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK AND WE TAKE NO RESPONSIBILITY FOR ANY LOSS CAUSED OR SUFFERED. You fully understand and accept all inherent risks associated with decentralized technology and the use of the Decentralized Component, including, but not limited to:

(a) **Smart Contract Risk:** The risk of potential bugs, defects, malfunctions, or security vulnerabilities in the underlying code of the Decentralized Component, which could lead to irreversible loss of access or integrity of the Voting Data.

(b) **Network Risk:** The risk of failures, hard forks, soft forks, congestion, unexpected downtime, or changes in the operating rules of the underlying blockchain network, or the risk of successful 51% attacks.

(c) **Cryptocurrency Volatility Risk:** The possibility of significant volatility in the price or value of any cryptocurrency or digital asset required to pay gas fees, which may increase your cost of participation unexpectedly.

(d) **Loss of Access/Private Key Risk:** The risk of losing access to your account or associated credentials, private keys, or seed phrases, which may result in the permanent

inability to participate or retrieve data. Matsushiba Factory does not custody, store, or have access to your private keys and cannot recover them for you.

(e) Regulatory Risk: The risk that regulatory agencies in any jurisdiction may interpret or enforce laws related to the Platform or Decentralized Component in a manner that negatively affects the Platform's operation or your ability to use it.

(f) Oracle/Data Integrity Risk: The risk that external data sources, oracles, or third-party feeds used to determine voting topics or outcomes may be inaccurate, manipulated, unavailable, or incorrect, leading to a flawed voting process or result.

(g) Resolution Risk: The risk that Matsushiba Factory, in its capacity as the final arbiter (Section 6A), may make a determination of the outcome that you disagree with or that is unfavorable to your position.

**DISCLAIMER:** MATSUSHIBA FACTORY IS NOT RESPONSIBLE FOR ANY LOSSES ARISING FROM OR RELATED TO THESE RISKS, NOR DOES IT GUARANTEE THE LONG-TERM FUNCTIONALITY, IMMUTABILITY, OR SECURITY OF THE DECENTRALIZED COMPONENT.

**No Professional Advice or Fiduciary Duties:** All information provided in connection with your access and use of the Platform should not and may not be construed as professional advice. You should not take, and should refrain from taking, any action based on any information contained on the Platform, or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, tweets and videos. Before you make any financial, legal or other decisions involving the Platform or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. These Terms are not intended to, and does not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we have are expressly set out in these Terms (including in the relevant privacy policy below).

## **10. Privacy and Data Protection**

The Platform collects account identifiers, network metadata, IP addresses, and analytics. Information may be processed and stored in jurisdictions where Matsushiba Factory operates. The Platform also collects data relating to voting and polling, including overall outcomes ("Voting Data"), although we take steps designed to ensure votes are anonymous and do not access individual votes. **YOU EXPRESSLY CONSENT TO THE MONITORING AND RECORDING OF YOUR ACTIVITY ON THE PLATFORM BY MATSUSHIBA FACTORY FOR SECURITY, ENFORCEMENT, AND COMPLIANCE PURPOSES.**

While we implement safeguards, we cannot guarantee absolute security. By using the Platform, you consent to the collection, processing, and cross-border transfer of your information. Your right to request deletion of personal data is subject to legal and regulatory retention obligations, and such deletion **SHALL NOT** compromise the integrity of the Voting Data or conflict with other data retention requirements.



Depending on the activity, Company may act as an independent controller (e.g., for operation, security, analytics, promotion, and improvement of the Platform) and/or a processor for certain enterprise features where Customer provides documented instructions. Where Company acts as a processor, Customer is solely responsible for its controller obligations and lawful basis without responsibility for anything else. Company will also process Personal Data only on Customer's documented instructions, subject to these Terms.

Company may deploy automated tools (including machine learning models) to detect spam, fraud, malicious code, policy violations, or illegal content and to rank or prioritize content. Where local law requires, we will provide meaningful information about the logic involved, the significance and envisaged consequences, and offer a method to contest certain decisions.

## **11. Intellectual Property Rights**

For the avoidance of doubt as between the parties, Company and its licensors exclusively own the Platform, software, documentation, models, algorithms, datasets generated by the Platform (excluding your original uploads to the extent they constitute Personal Data), designs, trademarks, domain names, and all related IP rights, whether registered or unregistered.

You hereby assign (and agree to assign) to Company all right, title, and interest in and to any suggestions, ideas, proposals, or other feedback relating to the Platform. To the extent an assignment is ineffective, you grant Company a perpetual, irrevocable, worldwide, exclusive, royalty-free, fully paid, transferable, and sublicensable license to exploit such feedback without restriction or attribution.

The Platform may include open-source software and third-party components subject to their own licenses. To the extent of an express conflict, those licenses control users' rights to the relevant components; otherwise, these Terms govern.

You, at any time, may not (and will not permit others to) reverse engineer, decompile, disassemble, or attempt to derive source code, model weights, training data, or underlying algorithms, except to the minimum extent a restriction is prohibited by applicable law; any permitted analysis must be confidential and used solely for interoperability purposes.

You will not use the Platform to build a competing service for any purpose, or for public benchmarking disclosures and any other similar commercial use or integration purpose without Company's prior written consent. Any permitted benchmarking must include complete, accurate, and reproducible methodologies and will be provided to Company at least 30 days before publication.

You will not upload or disclose to the Platform any trade secrets or confidential information of third parties unless you have all necessary rights and consents. You acknowledge that public posting of Contributions may expose information to third parties and agree not to post any information you wish to keep secret.

Company may access, preserve, and disclose information (including your Contributions) in good faith where Company reasonably believes it is necessary to: (i) comply with law, regulation, legal process, or government request; (ii) enforce these Terms; (iii) detect,



investigate, and prevent security or technical issues, fraud, or abuse; or (iv) protect the rights, property, safety, and legitimate interests of users, the public, or Company. Where applicable platform rules require, Company will issue statements of reasons for moderation actions.

For the purposes of these Terms, “Confidential Information” means any and all non-public information disclosed by Company, its affiliates, or partners that is marked confidential or that reasonably should be considered confidential under the circumstances, to the extent applicable, including roadmaps, safety tooling, performance metrics, business plans, security reports, user or partner personal data, any whitelist data or know-how they obtain from the relevant processes, or any other information deemed to be confidential by Company. You will: (i) use Confidential Information solely to access and use the Platform as permitted; (ii) not disclose it to any third party; and (iii) protect it with at least reasonable care (and no less than the care you use for your own information of a similar nature).

## **12. Absolute Disclaimer of Warranties**

THE PLATFORM IS PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MATSUSHIBA FACTORY DOES NOT WARRANT THAT THE PLATFORM WILL BE COMPLETELY ERROR-FREE, SECURE, ACCURATE, OR CONTINUOUSLY AVAILABLE. USERS ASSUME THE ENTIRE RISK ASSOCIATED WITH THE QUALITY AND PERFORMANCE OF THE PLATFORM. WE MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE LEGAL VALIDITY, UTILITY, OR OUTCOME OF ANY VOTE OR GOVERNANCE ROUND.

## **13. Maximum Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MATSUSHIBA FACTORY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR LOSS OF GOODWILL, ARISING FROM THE USE OR INABILITY TO USE THE PLATFORM. THIS LIMITATION OF LIABILITY APPLIES EVEN IF MATSUSHIBA FACTORY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE).

THE TOTAL CUMULATIVE LIABILITY OF MATSUSHIBA FACTORY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00) OR (B) THE TOTAL FEES PAID BY YOU TO MATSUSHIBA FACTORY, IF ANY, DURING THE PRECEDING TWELVE (12) MONTHS.

## **14. Indemnification**

You agree to indemnify, defend, and hold harmless Matsushiba Factory, its affiliates,

subsidiaries, and their respective directors, officers, employees, and agents from and against any and all Losses arising out of or relating to: (a) your access to or use of the Platform; (b) your breach or violation of any provision of these Terms; or (c) your infringement of any third-party rights.

## **15. Termination and Suspension**

Matsushiba Factory may, at any time in its sole and absolute discretion, suspend or terminate your access to the Platform immediately, permanently, with or without cause, and with or without notice, for any reason or no reason. This includes, but is not limited to, suspected unlawful activity, non-compliance with these Terms, technical necessity, security concerns, or a determination that continued participation poses any risk whatsoever to the Platform's integrity or reputation. Termination shall not affect the accrued rights or obligations of either party.

**Without limiting any other provision of these Terms, Company reserves the right to, at any time in Company's sole discretion and without notice or liability, deny access to and use of the Platform (or any portion thereof), to any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty or covenant contained in these Terms, or of any applicable law or regulation, and Company may terminate your use or participation in the Platform, delete your profile and any content or information that you have posted at any time, without warning, in Company's sole discretion.**

In order to protect the integrity of the Platform, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Platform.

Any provisions of these Terms that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of these Terms, shall be deemed to survive for as long as necessary to fulfill such purposes.

**You understand that certain laws allow you to cancel these Terms, without any penalty or obligation, at any time prior to midnight of Company's third business day following the date of these Terms, excluding Sundays and holidays. To cancel, email us during normal business hours using the contact information listing below in this agreement or by accessing your account settings. This section applies only to individuals residing in districts with such laws.**

If Company terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **16. Force Majeure**

Matsushiba Factory shall not be liable for any delay or failure to perform its obligations due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, cyberattacks, systemic blockchain network failures, changes in law, regulatory action, labor disputes, or government actions.

## **17. Governing Law and Dispute Resolution**

These Terms shall be governed by the laws of the State of Delaware, United States, without regard to its conflict of law principles. Any claim or dispute relating to or arising out of these Terms or use of the Platform or any voting or polling ("Dispute") will be resolved in accordance with this Section 16.

**Mandatory Informal Dispute Resolution:** Before initiating any formal arbitration relating to a Dispute, the claiming party must first send a written notice of dispute ("Notice") to Matsushiba Factory via certified mail, signed by the claimant on an individual basis outlining the factual basis of the claim and the specific relief requested. The parties covenant to attempt in good faith to resolve the dispute informally within ninety (90) days of receiving the Notice. No arbitration may be commenced prior to completion of this information dispute resolution.

**Confidential Binding Arbitration:** If the Dispute is not resolved informally, it shall be resolved exclusively through confidential binding arbitration administered by the American Arbitration Association (AAA) in California, in English, under its Commercial Arbitration Rules ("AAA Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction.

You and we both agree that nothing in this Dispute Resolution provision will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court; (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator; or (3) any claim by us in a court of law for violation of its intellectual property rights. In addition, this arbitration provision does not stop you or us from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

You and we expressly waive the right to have any Dispute brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the particular individual who initiates the claim to be arbitrated. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. The parties agree that the definition of a "Mass Action" includes, but is not limited to, instances in which you or Company are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or our behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in these Terms or this Dispute Resolution provision, this Mass Action Waiver does not prevent you or us from participating in a mass settlement of claims.

Notwithstanding any provision to the contrary in AAA Rules, the arbitrator shall be

empowered to determine whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Either party shall raise with the arbitrator or arbitration provider such a dispute within 15 days of its arising. If such a dispute arises before an arbitrator has been appointed, the parties agree that (i) a panel of three arbitrators shall be appointed to resolve only disputes concerning whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver, each party shall select one arbitrator from the arbitration provider's roster to serve as a neutral arbitrator, and those two arbitrators shall appoint a third neutral arbitrator (in the event that the parties' arbitrators cannot agree on a third arbitrator, the arbitration provider will select the third arbitrator); (ii) Company shall pay any administrative fees or costs incidental to the appointment of Arbitrators under this Mass Action Waiver provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrators, as well as room rental; (iii) the arbitrators shall issue a written decision with findings of fact and conclusions of law; and (iv) any further arbitration proceedings or assessment of arbitration-related fees shall be stayed pending the arbitrators' resolution of the parties' dispute. If the arbitrator or panel of arbitrators determines that a party has violated the Mass Action Waiver, then, in addition to any other available remedies, the other party shall have the opportunity to opt out of arbitration within 30 days of the arbitrator's or panel of arbitrator's decision.

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS EVEN IF THE DISPUTE OR DISPUTES THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless all parties to the arbitration consent in writing, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of such parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than all parties to the arbitration, or resolve any Dispute of anyone other than any such party; nor (b) make an award for the benefit of, or against, anyone other than any such party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this specific paragraph, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against Company in a single proceeding, except that this Class Action Waiver shall not prevent you or Company from participating in a classwide, collective, and/or representative settlement of claims.

If this arbitration provision is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue for resolution of a Dispute shall be a court of competent jurisdiction in the Northern District of California.

#### **18. Modifications to Terms**

Matsushiba Factory reserves the unilateral right to modify or update these Terms at any time, in its sole discretion. Your continued use of the Platform after the posting of modifications constitutes your binding acceptance of the updated Terms.

#### **19. Miscellaneous**

If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Failure by Matsushiba Factory to enforce any right or provision shall not constitute a waiver of that right or provision. You may not assign or transfer these Terms, whether by operation of law or otherwise, without Matsushiba Factory's express prior written consent. Matsushiba Factory may assign or transfer its rights and obligations at any time without restriction.

#### **20. User Tax Responsibility**

You are solely responsible for determining whether, and to what extent, any taxes apply to any transactions you conduct through the Platform, and for withholding, collecting, reporting, and remitting the correct amounts of taxes to the appropriate tax authorities. Matsushiba Factory is NOT responsible for determining, collecting, reporting, or remitting any taxes that arise from your use of the Platform.