

IZX VERSE

Terms of Service

Please also review IZX VERSE updated [Privacy Policy](#) that takes effect on February 20, 2021.

1. Terms

Welcome to «IZX VERSE ("IZX"). We publish real-world augmented reality mobile experiences, including mobile game applications ("**Apps**"), and operate a real-world augmented reality platform (" **IZX Platform**"). Please read these «IZX VERSE Terms of Service ("the **Terms**"), because the Terms govern your use of the Apps and Platform. The Terms also govern your interaction with any websites we own or operate (" **Sites**") participation in IZX live events or promotions (" **Events**"), and more generally your use of any IZX products or services (together with Apps and Platform, the " **Services**").

Some exceptions to the Terms may apply based on your country of residence - please see the country-specific sections below.

These Terms are entered into between you and IZX VERSE

By using the Services, you are agreeing to these Terms. If you don't agree to these Terms, you may not use the Services. IZX may modify these Terms at any time, and if we do, we will notify you by posting the modified Terms on the Site or in the App. It's important that you review any modified Terms before you continue using the Services. If you continue to use the Services, you are bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services.

SECTION 13 "DISPUTE RESOLUTION" CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. If you are a user in the European Economic Area (" **EEA**"), or any other country that does not allow such arbitration agreement, Section 13 does not apply to you.

If you breach these Terms we may take action against you, including but not limited to terminating your account. You acknowledge that «IZX VERSE has no obligation to, and will not, reimburse or refund you for Services lost due to involuntary suspension or termination of your account.

2. Privacy

The use by the user of the Services hereunder is also subject to the IZX's Privacy Policy (hereinafter referred to as the **Policy**) adopted and published by IZX in the Application or on the Platform.

To use the Services hereunder, in particular to have access thereto, and perform other obligations of IZX, the user must provide/transfer to the IZX a certain amount of personal data. The list of such personal data shall be determined by the Policy and privacy request. The user must also provide to the IZX any other reliable information necessary for the proper provision of the Services.

The user hereby gives his consent to the processing of his personal data in accordance with the Policy. To comply by the IZX with the Terms and statutory requirements of

applicable law, including, but not limited to, the General Data Protection Regulation adopted by the European Parliament and the Council of the European Union, in particular as regards to meeting by the IZX the requirements as to taking appropriate measures for the storage and protection of such personal data and other information provided to the IZX, user also consents to the transfer of his personal data and other information provided for in this Paragraph, to third parties, including non-residents of European Union or those outside thereof (cross-border processing/transfer of personal data/other information).

By consenting to the processing of personal data, accessing to/accepting these Terms in the manner described herein and within the limits permitted by applicable law, gaining access to or continuing to use the Services, in particular by registering or creating an account or profile in the Application or on the Platform or within another information system of the IZX, the user shall automatically be deemed to have consented to the processing of his personal data in the manner described in the Policy. IZX, where applicable, may request the user to provide a separate consent to the processing of his personal data in the manner prescribed by the Policy.

The user hereby acknowledges that he has acquainted himself with the Policy and is duly notified of the amount of personal data being collected and processed by the IZX.

To comply with these Terms, as well as to prevent violations of the rights and interests of the user and/or third parties, IZX in the course of his activities as to personal data protection shall be guided by all applicable laws, in particular the requirements of the General Data Protection Regulation adopted by the European Parliament and the Council of the European Union. When processing personal data and/or determining the purposes for which personal data are processed, IZX shall take all necessary measures and actions, including, but not limited to, by developing and implementing appropriate documents, in particular agreements with third parties, creating and implementing appropriate technical capabilities aimed at protecting such personal data, as well as preventing unauthorized access to such personal data and/or illegal use thereof by third parties.

3. Use of the Services

3.1. Cheating

IZX Platform prohibits cheating, and we constantly take steps to improve our anti-cheat measures. Cheating includes any action that attempts to or actually alters or interferes with the normal behavior or rules of a Service. Cheating includes, but is not limited to, any of the following behavior, on your own behalf or on behalf of others:

- Accessing Services in an unauthorized manner (including using modified or unofficial third party software);
- Playing with multiple accounts for the same Service;
- Sharing accounts;
- Using any techniques to alter or falsify a device's location (for example through GPS spoofing); and/or
- Selling or trading accounts.

Apps may not work on devices that IZX detects or reasonably suspects to be cheating, and IZX will not provide support to players who attempt to cheat. You agree that IZX may employ any lawful mechanisms to detect and respond to cheating, fraud, and other behavior prohibited under these Terms, including checking your device for the existence of exploits or hacking and/or unauthorized software. Please see the Privacy Policy for more information.

3.2. Safe and Appropriate Use

While you are using our Services, please be aware of your surroundings, and play and communicate safely. You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, Event policies, or instructions as outlined in these Terms and you will not encourage or enable any other individual to do so.

Further, you agree that in conjunction with your use of the Services you will not make available any unlawful, inappropriate, or commercial Content (defined below). You agree that you will not submit inaccurate, misleading, or inappropriate Content, including data submissions, edits, or removal requests. Our advertisers also agree that in conjunction with your use of the Services you will not make available any unlawful, inappropriate Content.

IZX does not intend Apps to be medical or health devices or provide medical or health advice.

3.3. Your Interactions with Other People

You agree that in conjunction with your use of the Services, you will maintain safe and appropriate contact with other players and other people in the real world. You will not harass threaten or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be, and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind. If you have a dispute with any third party relating to your use of Services, you release IZX (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

3.4. Eligibility and Account Registration

If you want to use certain Services, you will have to create an account with us (an "Account"), and you will also need access to a supported mobile phone and an Internet connection. The AppStore and Google Play contain a list of supported devices. We do not support rooted or jailbroken devices.

Advertisers may create their advertising Accounts on the Site [izx.io](https://www.izx.io).

You agree that you won't disclose your Account password to anyone and you will notify us immediately of any unauthorized use of your Account. IZX takes its account security obligations seriously; however, you are responsible for all activities that occur under your Account, whether or not you know about them.

3.5. Account Suspension or Termination

We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you, including if (a) you fail to comply with these Terms; (b) we suspect fraud, cheating, or misuse by you of Content or Services; or (c) we suspect any other unlawful activity associated with your Account. If your Account is inactive (i.e., not used or logged-into) for a period of time, we will notify you via the Services or in the App prior to termination of your Account. Upon termination of any Services or your Account,

the following provisions of these Terms will survive: Content Ownership, Rights Granted by You, Disclaimer of Warranties, Indemnity, Limitation of Liability, Dispute Resolution, General Terms and this sentence on Termination.

3.6. Who May Use Our Services

Information of age restrictions of our App is provided in AppStore and Google Play.

Where Parental consent is required, IZX recommends that Parents monitor the Child's online activity and use of the Service.

To the extent permitted under applicable law, IZX declines any responsibility regarding any activities conducted by a child with or without the permission of a parent. If you are a parent and you give your permission for your child to register for one of the services, you thereby agree to the terms relating to use of the services by your child.

4. Limited License to Use

Subject to your compliance with these Terms, IZX grants you a limited, nonexclusive, nontransferable, non-sublicenseable license to download and install a copy of the Apps on a mobile device and to run such copy of the Apps solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms or under applicable law, you may not: (a) copy, modify, or create derivative works based on the Apps; (b) distribute, transfer, sublicense, lease, lend, or rent the Apps to any third party; (c) reVERSE engineer, decompile, or disassemble the Apps; or (d) make the functionality of the Apps available to multiple users through any means. IZX reserves all rights in and to the Apps not expressly granted to you under these Terms.

5. Content and Content Rights

Subject to your compliance with these Terms, IZX grants you a personal, noncommercial, nonexclusive, nontransferable, nonsublicensable, revocable, limited license to download, view, display, and use the Content solely for your permitted use within the Services. " **Content**" means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, works of authorship of any kind, and information or other materials that are generated, provided, or otherwise made available through the Services, including User Content. " **User Content**" means any Content a user of a Service provides to be made available through Services.

5.1. Content Ownership

IZX does not claim ownership rights in User Content and nothing in these Terms restricts any rights that you may have to use and exploit your User Content. Subject to the foregoing, all copyrights, industrial property and other intellectual property rights to the IZX Platform, Apps, any its parts or any content included herein and accessible through the Services, including without limitation, any texts, images, graphic designs, industrial designs, utility models, inventions, software, trademarks and others, are exclusively owned by IZX.

You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries.

You may not reproduce, archive, modify, distribute, display, publish, perform, license or sublicense, offer for sale or sell, create derivative works from, or use, except as

explicitly specified in this Terms, the IZX Platform, Apps, or any other content or information or any part thereof accessible, contained on or obtained from or through the Services. You also may not use any spider, scraper, robot or any other automated means to access the Services; reverse engineer, decode, emulate, disintegrate, reverse engineer, restore or attempt to restore the source code or protocols of, decompile or disassemble IZX Platform, Apps, software or any other content or processes or any part thereof accessible, contained on or obtained from or through the Services or perform engineering analysis for such purposes; insert product, code or manipulate the content of the Services in any way; circumvent, alter, degrade, deactivate, thwart or remove any of the content protections in the Services; or use any data gathering, data mining, or extraction method. In addition, you're prohibited to post, e-mail, send or otherwise transfer any material designed to destroy, interrupt or limit the functionality of any software or hardware or telecommunications equipment associated with the Services, including without limitation, any software viruses or any other computer programs, files or codes.

5.2. Rights Granted by You

By making any User Content available through the Services you grant to IZX a nonexclusive, transferable, sublicenseable, worldwide, royalty-free, perpetual license (or, if not permitted under applicable law, a license for the whole duration, including for any extension thereof, of all relevant rights under any applicable law), to use, copy, modify, create derivative works based upon, publicly display, publicly perform, market, promote and distribute your User Content in connection with operating and providing the Services and Content to you and to others. By accepting these terms, you allow IZX to benefit freely from the above rights, including but not limited to:

1. The right to reproduce User Content by any means and in any form.
2. The right to publicly or privately broadcast or make available the User Content (or any product incorporating the User Content), in return for payment or free of charge in all places by any means or process known or unknown at the present time, and in particular via Internet, pay per view, pay per play, theatrical or television broadcasting, DVD, and print.
3. The right to use the User Content for demonstration, promotion and advertising for all IZX Services.
4. The right to produce or order the production of any new product or service from the User Content or from any product incorporating or exploiting the User Content, either reproduced as it stands or modified by IZX or by any outside party of its choice.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by IZX on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. To the extent permitted by applicable law, you also agree that you will not exercise your moral rights (or equivalent rights under applicable laws), such as your right to be identified as the author of any of the User Contents, against IZX or any third party designated by IZX.

5.3. Trading

Our App permit Account holders to capture and trade virtual tokens (" **Tokens**"), during gameplay, and to trade it for coupons or promocodes offered by our advertisers Tokens are obtained at no additional charge during gameplay. Tokens are a category of Content, and you acknowledge that you do not acquire any ownership rights in or to Tokens and that Tokens do not have monetary value. Virtual tokens may be traded for promocodes, and after you may get a discounts, items or services from our advertisers (" **Partners**"). Tokens can never be sold, transferred, or exchanged for "real" money.

You agree that you will only obtain Tokens provided by IZX and our Partners. Any such sale, transfer, or exchange (or attempt to do so) is prohibited Tokens Items and other Content are provided "as is," without any warranty, except where prohibited under applicable law.

5.4. Feedback

You can submit feedback, comments, and suggestions for improvements to the Services (" **Feedback**") by reaching out to us on messenger or support channels. Feedback is a form of User Content.

5.5. DMCA/Copyright Policy

IZX respects copyright law and expects its users to do the same. It is IZX's policy to terminate in appropriate circumstances Account holders who infringe or are believed to be infringing the rights of copyright holders.

6. Conduct, General Prohibitions, and IZX's Enforcement Rights

You agree that you are responsible for your own conduct and User Content while using the Services, and for any consequences thereof. In addition, you agree not to do any of the following, unless applicable law mandates that you be given the right to do so:

- Collect, store or share any personally identifiable information of other users from the Services without their express permission;
- Extract, scrape, or index the Services or Content (including information about users or gameplay);
- Use the Services or Content, or any portion thereof, for any commercial purpose or in a manner not permitted by these Terms, including but not limited to (a) gathering in-App items or resources for sale outside the Apps, (b) performing services in the Apps in exchange for payment outside the Apps, or (c) selling, reselling, or renting the Apps or your Account;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any technology or means other than those provided by IZX or other generally available third party web browsers (including without limitation automation software, bots, spiders, crawlers, data mining tools, or hacks, tools, agents, engines, or devices of any kind);
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services or Content;
- Bypass, remove, deactivate, descramble, or otherwise circumvent any technological measure implemented by IZX or any of IZXs providers or any other third party (including another user) to protect the Services or Content;
- Use, display, mirror, or frame the Services or any individual element within the Services, IZX's name, any IZX trademark, logo, or other proprietary information, or the layout and design of any page or App without IZX's express written consent;

- Post, publish, submit or transmit any Content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
- Access, tamper with, or use nonpublic areas of the Services, IZX's computer systems, or the technical delivery systems of IZX's providers;
- Attempt to probe, scan, or test the vulnerability of any IZX system or network or Service, or breach any security or authentication measures;
- Use any meta tags or other hidden text or metadata utilizing an IZX trademark, logo, URL, or product name without IZX's express written consent;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive, or false source identifying information;
- Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mailbombing the Services;
- Delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services or the Content;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although IZX is not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right to remove or disable access to any Content, at any time and without notice. IZX may remove any Content we consider to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users and others who violate the law.

Any attempt by you to disrupt or interfere with the services, including without limitation undermining or manipulating the legitimate operation of any site or app, is a breach of IZX's terms and may be a breach or violation of criminal and civil laws.

7. Advertising account on the Website

7.1. Signing-in

For integration of sponsorship location in the App, our Partner should create an Account on our Site [izx.io](https://www.izx.io). During the accounting creation a Partner provide his/her personal and the payment information. IZX doesn't process the payment or payment information. This kind of information is sent to a payment-provider directly.

7.2. The deposit

An advertising account is a deposit. IZX calculates the minimum amount to recharge the balance based on Partner's promo action request. After the calculation our Partner deposits funds to the deposit. Funds are deposited through a payment gateway. Debiting the amount from the deposit balance of the Partner is made at the time of the exchange Player Virtual tokens in his game account. IZX notifies the Partner about the necessity to replenish the balance in the Advertising Cabinet by sending notifications by e-mail.

7.3. Advertising' opportunities

Partner places his Token-rewards in a certain area in the IZX App. The player collects them on the streets of the city. Player may exchange them for promo codes, and then may exchange the received promo code for discounts or privileges from the Partner. The Partner receives anonymized information about the Player to generate statistical data and conduct analytics after exchanging happened.

7.4. Advertising results

Based on the results of the promotions, the Partner receives the following information about the Players: @username, anonymized geo-data, anonymized data about the gender and age of the audience, anonymized information about the collected awards, advertising tracking identifiers.

7.5. Money refunds

8. Participation in Events

8.1. General information

The term "**Event(s)**" means any in-person event, gathering, activity or the like which is directly organized, hosted, or managed by IZX, and any Promotion (as defined below). As a condition of participation, you agree to comply with all policies on the Sites, including, without limitation, any applicable Event website. In addition to these Terms, the Participant is obliged to comply with the terms and conditions of the Event he is going to participate. IZX publishes such terms and conditions on the Services, IZX informs the Participants of the Event in advance.

Unless prohibited by applicable law, by your presence at the Event, you confirm the right of IZX to use your data received from you in accordance with the Privacy Policy to communicate information about the Event (personally and on the Internet), including to contact you by sending you the necessary materials by mail, notifications about emergencies or unfavorable weather conditions. Any minor attending an Event must be accompanied by a Parent.

9. Sweepstakes, Contests, Raffles, Surveys And Similar Promotions

Periodically, IZX and/or its partners may organize sweepstakes, contests, raffles, surveys, games, and similar promotions on the Services (each a "**Promotion**"). In addition to these Terms, Promotions will be subject to particular terms which we shall communicate to you at the time of these Promotions ("**Promotional Terms**"). By participating in any Promotion, you will become subject to those Promotional Terms. All Promotional Terms are incorporated into, may vary from, and shall supercede these Terms. IZX urges you to read the Promotional Terms. Our Privacy Policy, in addition to these Terms and any Promotional Terms, governs any information you submit in connection with such Promotions.

10. Third Party Websites or Resources

Services may contain links to third party websites or resources. IZX provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. To the extent permitted under applicable law, you acknowledge sole responsibility for and assume all risk arising from, your use of any third party websites or resources.

IZX is not responsible for the availability or quality of third party services, including cell phone networks, hotspots, wireless internet and other services. Such third party services may affect your ability to utilize the Services or participate in an Event and you hereby waive and release IZX and any other party involved in creating or delivering the Services from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third party services.

11. Disclaimer of Warranties

To the extent permitted under applicable law, the services and content are provided "as is," without warranty of any kind. Without limiting the foregoing, we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or noninfringement, and any warranties arising out of course of dealing or usage of trade. We make no warranty that the services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any content.

You assume all risks relating to your online or offline communications and interactions with other users of the services and with other persons with whom you communicate or interact as a result of your use of the services. You understand that IZX does not screen or inquire into the background of any users of the services. IZX makes no representations or warranties as to the conduct of users of the services. You agree to take reasonable precautions in all communications and interactions with other users of the services and with other persons with whom you communicate or interact as a result of your use of the services, particularly if you decide to meet offline or in person.

12. Limitation of Liability

To the extent permitted under applicable law, neither IZX nor any other party involved in creating, producing, or delivering the services or content will be liable to you for any indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services, arising out of or in connection with these terms, or from the use of or inability to use the services or content, or from any communications, interactions, or meetings with other users of the services or persons with whom you communicate or interact as a result of your use of the services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not IZX has been advised of the possibility of such damages, even if a limited remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

13. Dispute Resolution

You agree that disputes between you and IZX will be resolved by binding, individual arbitration, and you are waiving your right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

This notice does not apply: (1) if you are a resident of the eea, or any jurisdiction which does not allow this arbitration agreement, (2) if you opt out of arbitration as described in the "arbitration" section below, or (3) to certain types of disputes described in section 13.1, "arbitration," below.

13.1. Arbitration

If you live in the US or another jurisdiction which allows you to agree to arbitration, you and «IZX VERSE agree that any disputes will be settled by binding arbitration, except that each party retains the right: (a) to bring an individual action in small claims court and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in this clause (b), an "**IP Protection Action**"). Notwithstanding this arbitration agreement, IZX reserves the right to bring an action in any court of competent jurisdiction against you to stop and/or seek compensation for the intentional or willful misuse or abuse (e.g. hacking or falsifying location) of its IP, products, and Services.

Without limiting the preceding paragraph, you will also have the right to litigate any other dispute if you provide IZX with written notice of your desire to do so by email to support@izx.io within thirty (30) days following the date you first accept these Terms (such notice, an "**Arbitration Opt-out Notice**"). If you don't provide IZX with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except as expressly set forth in clauses (a) and (b) above. Further, unless both you and IZX otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this class action waiver is held unenforceable, then the parties' agreement to arbitrate will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms. If the terms of this Section 13.1 "Arbitration" are found unenforceable as to any claim for relief, that claim must be severed from the arbitration and brought pursuant to Section 13.6, "Governing Law and Exclusive Venue." All other claims will be arbitrated. The arbitrator, and not any court or agency, shall have exclusive authority to (a) determine the scope and enforceability of this arbitration agreement and (b) resolve any dispute related to its interpretation, applicability, enforceability, or formation including any claim that all or any part of it is void or voidable.

13.2. Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "**AAA Rules**") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

13.3. Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration) The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

13.4. Arbitration Location and Procedure

Unless you and «IZX VERSE otherwise agree, the arbitration will be conducted in a confidential manner, in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and IZX submit to the arbitrator, and there will be no other discovery conducted (such as depositions), unless the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Notwithstanding the arbitrator's discretion, absent a showing of good cause, in no event shall the parties be allowed more than three (3) depositions per side, and there will be no corporate deposition of the type contemplated by Federal Rule of Civil Procedure 30(b)(6) and California Code of Civil Procedure 2025.230.

13.5. Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will be treated as confidential, and will include the essential findings and conclusions upon which the arbitrator based the award. Confirmation and enforcement of the arbitration award may be done in any court of competent jurisdiction. The arbitrator's award of damages must be consistent with the terms of Section 12 "Limitation of Liability" as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. IZX will not seek, and hereby waives, all rights it may have under applicable law to recover attorneys' fees and expenses if it prevails in arbitration.

13.6. Governing Law and Exclusive Venue

To the extent that these Terms allow you or IZX to initiate litigation in a court, other than for small claims court actions, both you and IZX agree to the exclusive jurisdiction of and venue in the state and federal courts located in the Northern District of California. Each of the parties hereto waives any objection to jurisdiction and venue in such courts. These Terms and your use of the Services are governed by the laws of the State of California, excluding its conflicts-of-law rules. If you are resident in a member state of the EEA or a country in which this clause is prohibited by local law, this section does not apply to you, and does not deprive you of the protection of the mandatory provisions of the consumer protection laws in your country.

13.7. Fees

Our responsibility to pay any AAA filing, administrative, and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, IZX will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rules of Civil Procedure 11(b)).

13.8. Changes to Dispute Resolution

Notwithstanding the provisions of the "Changes to Terms or Services" section above, if «IZX VERSE changes this "Dispute Resolution" section after the date you first accepted these

Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (by email to support@izx.io) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of IZX VERSE's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and «IZX VERSE in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

14. General

14.1. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between IZX and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between IZX and you regarding the Services and Content.

14.2. Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without IZX's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. IZX may freely assign or transfer these Terms without restriction, and the transferor or assignor shall not remain jointly and severally liable. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

14.3. Force Majeure

Neither IZX, any user, nor any other party involved in creating, producing, or delivering the Services or Content shall be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, acts of terror or foreign enemy, satellite or network failure, governmental order or regulation, trade dispute, or any other cause beyond its respective control.

14.4. Notice

Any notices or other communications provided by IZX under these Terms, including those regarding modifications to these Terms, will be given: (a) via email; or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted to any email address You provided.

14.5. Waiver

IZX's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of IZX. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

14.6. Contact Information

If you have any questions about these Terms or the Services, please contact IZX at support@izx.io.