

TERMS OF SERVICE

Last Updated: June 2025

These Terms of Service (“Terms”) govern your access to and use of websites made available by Aria Protocol Labs Inc. and its affiliates (“Aria,” “we,” “us,” or “our”), including but not limited to <https://ariaprotocol.xyz/>, Aria’s web applications, offerings, program, and any associated Services (as defined below), features, functionalities or materials (collectively, the “Interface”). These Terms also incorporate any additional terms and agreements referenced herein, including any specific terms for individual products or services as applicable (collectively “Addendum Terms”). In the event of conflict between these Terms and the Addendum Terms, the terms of the Addendum Terms will prevail. . By accessing and using our Interface, you agree to these Terms. Please review our privacy policy, which also governs your use of the Interface, for information on how we collect, use and share your information.

WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ARIA THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 10BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 10.2-10.9 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 10.1 WILL APPLY INSTEAD.

Part I: General Terms

1. Updates to These Terms

We reserve the right to modify the Interface and these Terms at any time, at our sole discretion. If changes are made, we will notify you by updating the “Last Updated” date above or through other reasonable means. Unless otherwise specified, modifications take effect immediately. Your continued use of the Interface following such updates constitutes your acceptance of the revised Terms.

2. Using Our Interface

2.1 Overview of Interface

The Interface provides tools and resources to facilitate access to tokenized real-world intellectual property (“IP”) assets and related products and services (collectively, “Services”). These may include digital asset vaults, smart contract interactions, and opportunities to participate in tokenized IP offerings. Transactions occur directly on blockchain networks, and Aria does not manage execution, settlement, or clearing processes.

2.2 The Interface allows users to bring real-world intellectual property (IP) assets onchain as fungible digital assets referred to as IP real-world assets (“IPRWAs”). Each IPRWA represents a fractionalized ownership in a specific real-world asset. Each IPRWA provides its holder with certain rights as set forth in the claim site disclosure associated with each IPRWA (“Claim Site Disclosures”).

The Interface enables users to access or interact with the following features and functions:

- (a) Claiming IPRWAs. Users can claim their IPRWA tokens. The Claim Site Disclosures for each IPRWA claim may vary. Users should review the Claim Site Disclosures for the relevant IPRWA .

- (b) Staking IPRWAs and Claiming Entitlements. Users may stake IPRWAs on smart contract protocols to receive liquid staking tokens associated with an IPRWA (“stIPRWAs”) through our staking program (the “**Staking Program**”). stIPRWAs represent a receipt for IPRWA tokens and entitles the staking users to accrued royalties associated with the IPRWA. Staking users can claim accrued royalties associated with their IPRWAs by unstaking their IPRWAs. A user’s ability to claim such accrued royalties may be subject to additional identity verification requirements. By interacting with the staking program, you agree to comply with the then-current terms and conditions associated with such program, available at <https://app.ariaprotocol.xyz/claimandstaking.pdf>.
- (c) Earning Aria Points. Users may earn community points (“Aria Points”) by interacting with the Interface or by participating in eligible activities through third party services. Aria Points are community points that track your contributions to the Aria community and may make you eligible for future rewards. By interacting with the Aria Points program (the “Points Program”), you agree to comply with the then-current terms and conditions associated with such program or use of Aria Points, available at <https://app.ariaprotocol.xyz/points.pdf>.

To access many of the features and functions of the Interface, you will need a digital asset wallet (a “Wallet”). The Interface does not take custody or possession of any digital assets on your behalf, nor does it act as an agent or custodian for any user of the Interface. We will have no insight into or control over these payments, nor do we have the ability to reverse any payments or transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Interface.

2.3 Eligibility Requirements

To use our Interface, you represent and warrant that you meet the following criteria:

- (a) You are of legal age and capable of forming a binding contract in your jurisdiction.
- (b) You are not a resident, national, or agent of Cuba, Iran, North Korea, Syria, Belarus, Russia, and the Crimea, Luhansk, Donetsk, Zaporizhzhia, and Kherson regions of Ukraine, the United Kingdom, the United States of America, or any other country or jurisdiction to which the United States embargoes goods or imposes similar sanctions (collectively, “**Restricted Territories**”);
- (c) You are not a member of any sanctions list or equivalent established by the United States, the United Nations Security Council, or the European Union (collectively, “**Restricted Persons**”) and you do not intend to transact with any Restricted Person; and
- (d) You will not use tools or techniques, such as VPNs, to bypass or circumvent restrictions.
- (e) You comply with all applicable laws and regulations regarding your use of the Interface.

2.4 Acknowledgments and Disclaimers

By using the Interface, you acknowledge and agree that:

THE INTERFACE, INCLUDING THE STAKING PROGRAM AND THE POINTS PROGRAM, ANY CONTENT CONTAINED THEREIN, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. ARIA (AND ITS LICENSORS) MAKE NO WARRANTY THAT THE INTERFACE (INCLUDING ANY MATERIAL, INFORMATION, OR CONTENT THEREIN): (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (III) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. ARIA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE INTERFACE, INCLUDING THE STAKING PROGRAM AND THE POINTS PROGRAM, ANY MATERIAL, INFORMATION, OR CONTENT CONTAINED THEREIN. WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY INTERFACE. NOTHING HEREIN NOR ANY USE OF OUR INTERFACE IN CONNECTION WITH THIRD PARTY INTERFACE CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION, OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY INTERFACE.

ARIA CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

THE INTERFACE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE INTERFACE AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF THE INTERFACE CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

ARIA WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, DIGITAL WALLETS, OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO INTERFACE; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

DIGITAL ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. ARIA DOES NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL. ARIA DOES NOT GUARANTEE THAT ANY IPRWA WILL HAVE ANY VALUE OR GENERATE ANY VALUE.

To the extent the Interface enables you to interact with a third-party blockchain protocol (the “**Protocol**”), you understand that your use of the Protocol is entirely at your own risk. The Protocol is available on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using the Protocol, and digital assets and decentralized systems generally, including but not limited to, that digital assets are highly volatile; you may not have ready access to assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against Aria for any losses due to your use of the Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted digital wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

2.5 User Obligations; Termination and Suspension

You represent and warrant that you will:

- (a) Use only assets that you lawfully own when interacting with the Interface.
- (b) Provide accurate, current, and complete information during onboarding and while using the Interface.
- (c) Maintain the confidentiality of your credentials and refrain from unauthorized use of another user’s account.
- (d) Refrain from engaging in any prohibited activities outlined in Section 5.

We may suspend or terminate your access to the Interface at any time in connection with any transaction as required by applicable law, any governmental authority, or if we, in our sole and reasonable discretion, determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not constitute a breach of these Terms by Aria. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, Aria may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Interface. Such limitations may include, where good cause exists, restricting you from using the Interface.

3. Fees and Estimates; Taxes

We may charge fees from time to time. You are responsible for all fees associated with blockchain transactions, such as gas fees, as well as any other costs outlined on the Interface and any third party service. Any pricing or fee estimates provided are for reference only and may vary from actual costs.

You are solely responsible for all costs incurred by you in using the Interface, and for determining, collecting, reporting, and paying all applicable Taxes that you may be required by law to collect and remit to any governmental or regulatory agencies. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other charges imposed by any federal, state, multinational or local governmental or regulatory authority. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Interface. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Interface. We reserve the right to report any activity occurring using the Interface to relevant tax authorities as required under applicable law.

4. No Financial or Professional Advice

All information provided on the Interface is for general informational purposes and should not be considered financial, legal, or professional advice. You are encouraged to consult with qualified professionals before making any decisions based on information found on the Interface.

5. Prohibited Uses

You agree not to do any of the following:

- (a) Post, upload, publish, submit or transmit any content that: (i) 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; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- (b) Use, display, mirror or frame the Interface or any individual element within the Interface, Aria's name, any Aria's trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without Aria's express written consent;
- (c) Access, tamper with, or use non-public areas of the Interface, Aria's computer systems, or the technical delivery systems of Aria's providers;
- (d) Attempt to probe, scan, or test the vulnerability of any Aria system or network or breach any security or authentication measures;
- (e) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Aria or any of Aria's providers or any other third party (including another user) to protect the Interface;
- (f) Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Aria or other generally available third-party web browsers;
- (g) Use the Interface, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (h) 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 Interface to send altered, deceptive, or false source-identifying information;
- (i) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Interface;
- (j) 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 mail-bombing the Interface;

- (k) Collect or store any personally identifiable information from the Interface from other users of the Interface without their express permission;
- (l) Impersonate or misrepresent your affiliation with any person or entity;
- (m) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Interface);
- (n) Engage in wash trading or other deceptive or manipulative trading activities;
- (o) Fabricate in any way any transaction or process related thereto;
- (p) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Interface, or that otherwise prevents us from correctly identifying the IP address and geographic location of the computer you are using to access the Interface;
- (q) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;
- (r) Violate any applicable law or regulation; or
- (s) Encourage or enable any other individual to do any of the foregoing.

Aria is not obligated to monitor access to or use of the Interface or to review or edit any content. However, we have the right to do so for the purpose of operating the Interface, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Interface. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Intellectual Property; License

All content, trademarks, and materials provided on the Interface are owned by Aria or its licensors. You may not reproduce, distribute, or otherwise use these materials without explicit permission.

If you comply with these Terms, Aria grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to access and use the Interface solely as contemplated in these Terms.

7. Third-Party Services

The Interface may rely on or connect with third-party tools or platforms, such as Wallets. Aria does not endorse or guarantee the functionality or reliability of these third-party services. Any interactions are solely between you and the third-party provider, governed by their terms and policies, and you agree to comply with the terms governing your use of third party services.

8. Indemnification

You will indemnify, defend (at Aria's option), and hold Aria and its affiliates and their respective officers, directors, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Interface, (b) your use of IPRWAs, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without Aria's prior written approval.

9. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ARIA NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE INTERFACE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE INTERFACE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ARIA OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CUMULATIVE TOTAL LIABILITY OF ARIA AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING FROM ALL CLAIMS UNDER OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE, EXCEED THE AMOUNTS YOU HAVE ACTUALLY PAID BY YOU TO ARIA FOR USE OF THE INTERFACE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM MADE UNDER OR RELATED TO THESE TERMS, LESS ALL AMOUNTS PAID BY ARIA TO YOU FOR ALL PAST CLAIMS OF ANY KIND MADE UNDER OR RELATED TO THESE TERMS, OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO ARIA, AS APPLICABLE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ARIA AND YOU.

10. Governing Law and Forum Choice, Dispute Resolution

10.1 These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in this Section 10 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Aria are not required to arbitrate will be the state and federal courts located in the New York, New York and you and Aria each waive any objection to jurisdiction and venue in such courts.

10.2 You and Aria must first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Interface (collectively, "**Disputes**") informally. Accordingly, neither you nor Aria may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver written notices via hand or first-class mail to us at Aria, 3500 South Dupont Highway, Dover, DE 19901. Notwithstanding the foregoing, 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 at any time.

- 10.3** Mandatory Arbitration of Disputes. We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding. You and Aria agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Aria are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
- 10.4** Exceptions. As limited exceptions to Section 10.3 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.
- 10.5** 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 these Terms. The AAA Rules are available at 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.
- Any arbitration hearings will take place in the county (or parish) where you live, with provision to be made for remote appearances to the maximum extent permitted by the AAA Rules, 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.
- 10.6** 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 is 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.
- 10.7** Injunctive and Declaratory Relief. Except as provided in Section 10.4 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.
- 10.8** Class Action Waiver. YOU AND ARIA 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 a 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.
- 10.9** Severability. With the exception of any of the provisions in Section 10.8) of these Terms (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

11. Termination

We may suspend or terminate your access to and use of the Interface at our sole discretion, at any time and without notice to you. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. Upon any termination, discontinuation or cancellation of the Interface, the following Sections will survive: 2.4, 3, 6 (first two sentences only), 8, 9, 10, 11, and 12.

12. General Provisions

- 12.1** Reservation of Rights. Aria and its licensors exclusively own all right, title and interest in and to the Interface, including all associated intellectual property rights. You acknowledge that the Interface 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 Interface.
- 12.2** Entire Agreement. These Terms, together with the Addendum Terms, constitute the entire and exclusive understanding and agreement between Aria and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between Aria and you regarding the Interface. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Aria's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null and void in its entirety. Aria may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.
- 12.3** Notices. Any notices or other communications provided by Aria under these Terms will be given: (i) via email; or (ii) by posting to the Interface. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.
- 12.4** Waiver of Rights. Aria'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 Aria. 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.