

Terms of Use

Last Updated: January 30, 2025

These Terms of Use (“**Terms**”) set forth the binding legal agreement between you and Input Output Global, Inc. (together with our subsidiaries and affiliates, referred to as “**IOG**,” “**we**,” or “**us**” in this Agreement). These Terms govern your use of this website and all of the related websites, mobile apps, products and services offered by IOG and its affiliated entities, including our plug-ins and browser extensions (collectively, the “**Products**”).

We encourage you to review these Terms carefully. By accessing or using the Products in any way, including browsing any IOG-owned or -operated website, you are agreeing to these Terms in their entirety. If you do not agree to any of the Terms, you may not use the Products.

1. Using the Products.

- a. **Who can use the Products.** You must be at least the age of majority in the jurisdiction where you live to use the Products.
- b. **Product Changes.** We reserve the right to make changes or updates to Products, including content and formatting, at any time without notice. We reserve the right to terminate or restrict access to the Products (including any accounts you may have created through your use of the Products) for any reason whatsoever at our sole discretion.
- c. **Additional Terms.** Specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through various Products or transactions taking place through the Products. Such specific terms may be in addition to these Terms or, where inconsistent with these Terms, only to the extent the content or intent of such specific terms is inconsistent with these Terms, such specific terms will supersede these Terms.
- d. **Feedback.** We welcome your feedback and suggestions about how to improve the Products. Feel free to submit feedback at <https://iohk.io/en/contact>. By submitting feedback in this or in any other manner to us, you grant us the right, at our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, without any restriction or compensation to you, as further described in Section 2(b) below.

2. Your Content

- a. **Definition of Your Content.** The Products may enable you to directly or indirectly post, upload, submit, or contribute content or materials, including, without limitation: photos; profile pictures; messages; comments; testimonials; or reviews of third-party service providers, third-party products or third-party services. All content and materials that are posted, uploaded, submitted or contributed on or to the Products by you or on your behalf are referred to collectively as “**Your Content**”.
- b. **License and Permission to Use Your Content.** You hereby grant to us and our affiliates, licensees and sublicensees, without compensation to you or others, a non-exclusive, perpetual, irrevocable, transferable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute Your Content, or any portion of Your Content, throughout the world in any format, media or distribution method (whether now known or hereafter created) for the duration of any copyright or other rights in Your Content. Such permission will be perpetual and may not be revoked for any reason, to the maximum extent permitted by law. Further, to the extent permitted under applicable law, you waive and release any covenant not to assert any moral rights that you may have in Your Content. If you identify yourself by name or provide a picture or audio or video recording of yourself, you further authorize us and our affiliates, licensees and sublicensees, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) your name, voice and likeness throughout the world, and such permission will be perpetual and cannot be revoked for any reason, except as required by applicable law. You further agree that we may use Your Content in any manner that

we deem appropriate or necessary, including but not limited for IOG Business Purposes. "**IOG Business Purposes**" means any use in connection with a Product or IOG co-branded website, application, publication or service, or any use which advertises, markets or promotes Products, the services or the information within the Products, IOG or its affiliates. IOG Business Purposes specifically includes the use of Your Content within the Products in connection with features and functions offered by IOG to our users that enable them to view and interact with Your Content (such as reviews).

- c. **Ownership.** We acknowledge and agree that you or your licensors, as applicable, retain ownership of any and all copyrights in Your Content, subject to the non-exclusive rights granted to us in paragraph (b) above, and that no ownership of such copyrights is transferred to us under these Terms, except as may otherwise be provided in these Terms or another agreement between you and IOG.
- d. **Your Responsibilities for Your Content.** By directly or indirectly posting, uploading, submitting or contributing Your Content to any Products, you represent and warrant to us that you have the ownership rights, or you have obtained all necessary licenses or permissions from any relevant parties, to use Your Content in this manner. This includes obtaining the right to grant us the rights to use Your Content in accordance with these Terms. You are in the best position to judge whether Your Content is in violation of intellectual property or personal rights of any third party. **You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with Your Content.** You are responsible for ensuring that Your Content does not violate any applicable law or regulation, including but not limited to the intellectual property rights of any third party. You agree to pay all royalties, fees and any other monies owed to any person by reason of Your Content.
- e. **Limits.** We reserve the right to remove Your Content, in whole or part, for any reason without notice. We do not guarantee that we will publish any or all of Your Content. Without limiting the generality of this Section 2(e), we may remove or decline to publish Your Content if it:
 - Is unlawful, threatening to another person or entity, infringing, defamatory, false, misleading, fraudulent, abusive, hateful, discriminatory, harassing, libelous, vulgar, obscene, violent, sexual, pornographic, profane, invades the privacy of another, is otherwise objectionable or facilitates or promotes any of the foregoing;
 - Intentionally or unintentionally violates, facilitates or promotes conduct that would be considered a violation of any applicable law, rule or regulation, whether civil or criminal;
 - Impersonates or misrepresents the identity of another user, person or entity, or expresses or implies that IOG endorses Your Content;
 - Is copyrighted, patented or trademarked intellectual property of another, or the trade secret of or confidential information of another, used without permission of the owner or creator;
 - Reproduces, duplicates, copies, sells, resells or otherwise exploits for any commercial purposes any portion of, use of or access to the Products; or
 - Is targeted toward children.

3. Our Content and Materials.

- a. **Definition of Our Content and Materials.** All intellectual property in or related to the Products (including, but not limited to, our software and IOG's name, logos or trademarks) ("**Our Content and Materials**") is the exclusive property of IOG or its licensors.
- b. **Our License to You.** Subject to these Terms, including the restrictions below, we hereby grant you a limited, non-exclusive, revokable, non-transferable, non-sublicensable license to use and access Our Content and Materials in connection with your use of the Products. Except as expressly agreed to otherwise by us (such as your entering into another other agreement with us), your use of the Products must be limited to personal, non-commercial use. We may terminate this license at any time for any reason. Except for the rights and license granted in these Terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise. Notwithstanding the foregoing, some content may be subject to open-source licenses, in which case the specific license(s) mentioned in connection with such content apply.
- c. **Restrictions.** Except as expressly provided in these Terms, you agree not to use, modify,

reproduce, distribute, sell, license, reverse engineer, decompile or otherwise exploit Our Content and Materials without our express written permission. Your permitted use of the Products expressly excludes commercial use by you of any product descriptions for the benefit of another merchant. You are expressly prohibited from (i) any use of data mining, robots or similar data gathering and extraction tools in your use of the Products and (ii) using the Products or Our Content and Materials to train any artificial intelligence, machine learning, large language models or other similar neural networks, algorithms or systems. You may view and print a reasonable number of copies of web pages located on the Products for your own personal use, provided that you retain all proprietary notices contained in the original materials, including attribution to IOG. We have no obligation to delete content that you personally may find objectionable or offensive.

- d. **Ownership.** You acknowledge and agree that the Products and Our Content and Materials are and will remain the property of IOG or its licensors. The content, information and services made available on the Products are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. You acknowledge that you do not acquire any ownership rights by using or interacting with the Products.

4. Other Offerings on the Products.

- a. **Third-Party Services.** The Products may enable access to third-party content, products and services and may offer interactions with third parties, in either case that we do not control (collectively, "**Third-Party Services**"). The availability of any Third-Party Services on the Products does not imply our endorsement or verification of the Third-Party Services. We assume no responsibility for, nor do we endorse or verify the content, offerings or conduct of, Third-Party Services or any third parties (including but not limited to the products or services offered by third parties or the descriptions of the products or services offered by third parties). We make no warranties or representations with respect to the accuracy, completeness or timeliness of any content posted on or in the Products by anyone.
- b. **Third-Party Sites.** The Products may contain links to other websites (the "**Third-Party Sites**") for your convenience. We do not control the linked websites or the content provided through such Third-Party Sites. Your use of Third-Party Sites is subject to the privacy practices and terms of use established by the specific linked Third-Party Site and we disclaim all liability for such use. The availability of such links does not indicate any approval or endorsement by us.

5. Digital Millennium Copyright Act Policy.

IOG respects the intellectual property rights of others and expects its users to do the same. It is IOG's policy to comply with the Digital Millennium Copyright Act ("**DMCA**") and to respond to claims of copyright infringement using the DMCA reporting process below. We may remove content from our Products if a user provider repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders.

If you are a copyright owner or a legally authorized representative of a copyright owner and believe that any content in or on an IOG Product infringes upon your copyrights, then we encourage you to [submit a ticket](#) or contact us by email at DMCA@iohk.io. Alternatively, pursuant to the DMCA (see 17 U.S.C § 512(c)(3) for further detail), you may mail a written notice to our designated copyright agent (see contact information below).

Regardless of the method you use to contact us, you must provide all the following information in your communication. Please note the notice must be completed by the lawful owner of the copyright or a legally authorized representative of the copyright owner.

- A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work claimed to have been infringed, or, if the notification involves multiple copyrighted works on the same website, mobile app, product, service, plug-in or browser extension a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, in all cases with information reasonably sufficient to allow us to locate the material;

- Reasonably sufficient information to allow us to contact you, including your name, postal address, telephone number and, if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

You can send your properly completed DMCA notice to IOG's designated copyright agent at:

Input Output Global, Inc.
 2015 Ionosphere Street, Suite 201
 Longmont, Colorado 80504 USA
 Attn: Legal Department, c/o Tobias Weas

Please note that written submissions sent via physical mail to the above address may take longer to process and must include all of the information listed above.

Your properly completed DMCA notice may be shared by IOG with the user alleged to have infringed your relevant copyright(s), and you hereby consent to IOG making such disclosures. There are legal and financial consequences, including civil and/or criminal penalties, for submitting bad faith or fraudulent infringement reports. By submitting a DMCA notice, you understand and agree that you will be liable for any damages, including costs and attorneys' fees, that IOG incurs related to any misrepresentation relied upon in removing or disabling access to the alleged infringing material or activity, or in replacing the removed material or ceasing to disable access to it.

IOG reserves the right to seek damages from any party/parties that submits a DMCA notice in violation of the DMCA. For clarity, only DMCA notices should be directed to the designated copyright agent displayed above. You acknowledge that if you fail to comply with all of the requirements in this Section, then your DMCA notice may not be valid.

6. Disclaimers and Limitations of Liability.

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF IOG ENTITIES (AS DEFINED BELOW) TO YOU.

THE "**IOG ENTITIES**" MEANS IO GLOBAL, INC. AND ALL SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

- a. WE ARE PROVIDING YOU THE PRODUCTS, SERVICES, INFORMATION, OUR CONTENT AND MATERIALS, PRODUCT DESCRIPTIONS AND THIRD-PARTY SITES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE IOG ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. NOTHING CONTAINED IN THE PRODUCTS IS INTENDED TO BE LEGAL, FINANCIAL OR TAX ADVICE.
- b. THE IOG ENTITIES MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR: (i) CONTENT POSTED BY YOU OR ANY THIRD PARTY ON THE PRODUCTS, (ii) THE PRODUCT DESCRIPTIONS OR THE PRODUCTS, (iii) THIRD-PARTY SITES AND ANY THIRD-PARTY SERVICES OR PRODUCTS LISTED ON OR ACCESSIBLE TO YOU THROUGH THE PRODUCTS, AND (iv) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF ANY PRODUCT.

- c. THE IOG ENTITIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF ANY OF ITS WEBSITES. YOU ACKNOWLEDGE ANY INFORMATION SENT THROUGH A WEBSITE MAY BE INTERCEPTED. THE IOG ENTITIES DO NOT WARRANT THAT ITS WEBSITES OR THE SERVERS THAT MAKE ITS WEBSITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY IOG ENTITIES ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. THE IOG ENTITIES DO NOT WARRANT THAT ANY E-MAIL OR OTHER ELECTRONIC CORRESPONDENCE BEING SENT TO IOG WILL BE TIMELY RECEIVED OR PROCESSED. THE IOG ENTITIES SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENCES OF NOT TIMELY RECEIVING OR PROCESSING ANY E-MAIL OR OTHER ELECTRONIC CORRESPONDENCE.
- d. YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE IOG ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT THE IOG ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, REPUTATIONAL HARM OR LOSS OF DATA (EVEN IF THE IOG ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF AND IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE PRODUCTS OR (ii) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED DOLLARS (USD\$100). YOUR USE OF THE PRODUCTS IS AT YOUR SOLE RISK.

7. Indemnification.

You agree to fully indemnify, defend and hold harmless the IOG Entities and their respective directors, officers, employees, consultants and other representatives from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that directly or indirectly arise out of or from or are related to: (a) your breach of any part of these Terms, including but not limited to any policies referenced in these Terms; (b) any allegation that Your Content or any materials you submit to us or transmit to the Products infringe, misappropriate or otherwise violate the copyright, patent, trademark, trade secret or other intellectual or industrial property or other rights of any party; (c) your activities in connection with the Products or other websites to which the Products are linked; (d) your violation of all applicable local, state, federal and international laws and regulations, rules, orders and ordinances; and (e) your negligent or fraudulent conduct or willful misconduct.

8. Dispute Resolution.

If you have a dispute with IOG, you agree to contact us using the form found at <https://iohk.io/en/contact/> to attempt to resolve the issue.

9. Privacy.

IOG Entities will collect, use and process your data only in accordance with [IOG's Privacy Policy](#) ("**Privacy Policy**"), which is incorporated into these Terms. By accepting these Terms, you agree that the IOG Entities may contact you via email or by other means at the contact information you provided in your registration or other contact with the IOG Entities with information related to your use of the Products.

If you wish to stop receiving communications from the IOG Entities, please follow the opt-out options in our Privacy Policy.

10. Miscellaneous.

- a. **Application Provider Terms.** If you access the Products through an IOG application, then you acknowledge that these Terms are only between you and IOG, and not with an application service or application platform provider (such as Apple, Inc., or Google Inc.), which may provide you the application subject to its own terms of use.
- b. **Controlling Law and Jurisdiction.** The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant to these Terms, will be governed, construed and interpreted in accordance with the laws of the State of New York and the United States of

America, without regard to conflict-of-law provisions. You and IOG agree to submit to the personal jurisdiction and exclusive venue of the federal and state courts located in New York, New York for any actions, suits or proceedings arising from or relating to these Terms and for which the dispute resolution provision set forth in Section 8 does not resolve.

- c. **Changes.** We reserve the right to change the terms of these Terms, consistent with applicable law. You agree that your continued use of the Products after such changes become effective constitutes your acceptance of the changes. If you do not agree with any updates to these Terms, you may not continue to use the Products. Be sure to return to this page periodically to ensure your familiarity with the most current version of the Terms of Use. Any changes to the Terms will be effective on a going forward basis.
- d. **Languages.** The English version of these Terms will be the binding version and all communications, notices and other actions and proceedings relating to these Terms will be made and conducted in English, even if we choose to provide translations of these Terms into any other language. To the extent allowed by law, any inconsistencies among the different translations will be resolved in favor of the English version.
- e. **Assignment.** No terms of these Terms, nor any right, obligation or remedy under These terms, is assignable, transferable, delegable or sublicensable by you except with IOG's prior written consent, and any attempted assignment, transfer, delegation or sublicense will be null and void. IOG may assign, transfer or delegate these Terms or any right or obligation or remedy under these Terms in its sole discretion.
- f. **Waiver.** Our failure to assert a right or provision under these Terms will not constitute a waiver of such right or provision, nor will the single or partial exercise of any right or provision under these Terms or by law prevent or restrict the further exercise of that or any other right or provision.
- g. **Headings.** Any heading, caption or section title is inserted only as a matter of convenience and in no way defines or explains any section or provision of these Terms.
- h. **Further Assurances.** You agree to execute a hard copy of these Terms and any other documents, and take any actions at our expense, that we may request to confirm and effect the intent of these Terms and any of your rights or obligations under these Terms.
- i. **Entire Agreement and Severability.** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Products and constitutes the entire agreement between you and us regarding the Products. If any part of these Terms is found to be unenforceable, then that part will not affect the enforceability of the remaining parts of the Agreement, which will remain in full force and effect.
- j. **Survival.** The following provisions will survive expiration or termination of these Terms: Section 2 (Your Content), Section 3(c)(Restrictions) and 3(d)(Ownership), Section 6 (Disclaimers and Limitations of Liability), Section 7 (Indemnification), Section 8 (Dispute Resolution) and Section 10 (Miscellaneous).
- k. **Contact.** Feel free to [contact us](#) with any questions about these Terms. You can also write to us at:

Input Output Global, Inc.
2015 Ionosphere Street, Ste 201
Longmont, Colorado 80504 USA
Attn: Legal Department