

MALBEC LABS WEBSITE

TERMS OF USE

Last revised: January 27, 2026

Version 1.0

Please read these Terms of Use (these "**Terms**") carefully. The website made available at <https://data.malbeclabs.com>, including any related websites or subdomains that link to these Terms and are operated by Malbec Labs ("**Malbec Labs**", "**us**", "**our**", and "**we**"), its affiliates or agents (collectively, the "**Site**"), is a copyrighted work belonging to MALBEC LABS. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. These Terms are also applicable to (i) all content, functionality, and features (the "**Content Features**") available on any Site or graphical user interface hosted by MALBEC LABS to which the Terms are posted (each, as applicable, an "**Interface**") and (ii) software that MALBEC LABS operates or hosts, or makes available via an Interface (the "**Technology Features**" and together with the Content Features, the "**Features**").

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

PLEASE BE AWARE THAT SECTION 8.2 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND MALBEC LABS. AMONG OTHER THINGS, SECTION 8.2 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 8.2 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 8.2 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. ACCESS TO THE SITE

1.1 License

Subject to these Terms, MALBEC LABS grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

1.2 Certain Restrictions

The rights granted to you in these Terms are subject to the following restrictions:

(a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site;

(b) you shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Site;

(c) you shall not access the Site in order to build a similar or competitive website, product, or service; and

(d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means.

Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

1.3 Modification

MALBEC LABS reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that MALBEC LABS will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

1.4 No Support or Maintenance

You acknowledge and agree that MALBEC LABS will have no obligation to provide you with any support or maintenance in connection with the Site.

1.5 Ownership

You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by MALBEC LABS or MALBEC LABS's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.1. MALBEC LABS and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

1.6 Feedback

If you provide MALBEC LABS with any feedback or suggestions regarding the Site ("**Feedback**"), you hereby grant MALBEC LABS a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable, nonexclusive right and license to use and fully exploit such Feedback and related information in any manner it deems appropriate. MALBEC LABS will treat any Feedback you provide to MALBEC LABS as non-confidential and non-proprietary. You agree that you will not submit to MALBEC LABS any information or ideas that you consider to be confidential or proprietary.

1.7 Communications from MALBEC LABS

By contacting us through the Site or any other methods of communication, you agree to receive electronic communications from us, including, but not limited to, through e-mail to the e-mail address provided by you for such purpose. Communications from us may include: operational communications concerning our products and services, marketing materials about MALBEC LABS and its partners, and news concerning MALBEC LABS and industry developments. **IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.**

2. INTERFACES AND FEATURES

2.1 Nature of the Site

The Site provides real-time network monitoring, analytics, and visualization tools. Each of the Interfaces are websites, and each have different functionality – some of which only provide information while others contain Features that allow users to send messages to blockchain networks in an entirely self-directed manner.

2.2 Non-Custodial; No Transaction Facilitation

None of the Interfaces allow us to engage in any transaction with you, nor do the Interfaces facilitate your transactions. Even when the Interfaces appear to be dynamic (e.g., updating or providing new displays when you – on your own accord – provide certain information), at no time is MALBEC LABS taking action directed by you or on your behalf. In addition, if you click the "Connect Wallet" feature on one of the Interfaces such that your self-hosted cryptocurrency wallet ("**Wallet**") is able to provide information to be transmitted to a blockchain network or other blockchain-based application, you should note that (except as otherwise noted herein) MALBEC LABS:

- (i) is not involved in providing or transmitting any such information to networks;
- (ii) cannot transmit any information to networks or otherwise assist in any transaction;
- (iii) never has access to and cannot control or provide guarantees relating to your Wallet; and
- (iv) has no authority over and does not take possession or custody of your cryptoassets at any time, each except as otherwise discussed herein.

This also means that MALBEC LABS is unable to assist with transactions: please be vigilant in interacting with any immutable blockchain technology.

2.3 Wallet Responsibility

You are solely responsible for familiarizing yourself with your Wallet and its safety and security features, including any private keys and passwords associated therewith. MALBEC LABS will not and cannot access your private key, password, or any cryptoassets held within your Wallet nor can it reverse any transactions you initiate with your Wallet (or otherwise). MALBEC LABS shall not be responsible or liable in any way for how you use your Wallet.

2.4 Blockchain Risks

You should also familiarize yourself with the risks associated with transacting on blockchain networks, including but not limited to smart contract vulnerabilities, front end vulnerabilities, hacks, phishing attacks, social engineering attacks, cryptoasset volatility and transaction irreversibility.

2.5 No Control Over Blockchain Protocols

MALBEC LABS has no ability in any way to control, maintain, provide, operate, or improve the smart contract or blockchain protocols underlying the tools and applications displayed on the Interfaces, except as noted herein. We do not effectuate, facilitate or control any transactions initiated via the Interfaces, and MALBEC LABS will not be responsible for the result of any transactions, including but not limited to failed, inadvertent, or fraudulent transactions that may result in loss of funds or transaction fees or any other loss or harm to you.

2.6 Gas Fees

All transactions broadcast to the applicable blockchain network via your Wallet may require the payment of non-refundable network transaction fees ("gas" fees), which shall be borne entirely by you.

2.7 Specific Interfaces and Features

Certain of the Interfaces and Features covered by these Terms include, but are not limited to:

(a) Network Monitoring and Analytics - Provides real-time and historical data about the DoubleZero network, including:

- Network topology and connectivity visualization

- Device and link status monitoring
- Performance metrics and capacity data
- Outage tracking and historical performance data
- Interactive query capabilities for network analysis

(b) Solana Validator Information - Displays publicly available information about Solana validators, including:

- Validator stake amounts and stake share percentages
- Performance metrics and uptime statistics
- Commission rates and other publicly available validator data
- This information is derived from public blockchain data and third-party sources

(c) Staking (if applicable) - Which requires you to connect your Wallet and which allows you to transfer Solana tokens ("SOL") to the DoubleZero stake pool smart contracts to provide additional security to the Solana network.

(d) DeFi (if applicable) - Which provides information about third parties who have integrated dzSOL. This Interface also provides links to third-party websites and interfaces.

2.8 Third-Party Operations

Except as noted herein, (1) MALBEC LABS does not control, maintain, provide, operate, or improve any blockchain networks nor the activity or data thereon and (2) MALBEC LABS is not responsible for the activities of persons or entities who develop or use applications or who validate or verify transactions or other operations related to blockchain networks operated by third parties. MALBEC LABS cannot control how blockchain networks operated by third parties market their blockchain networks and users should not assume any blockchain networks operated by third parties are affiliated with MALBEC LABS, notwithstanding any marketing materials created by such third party that could imply otherwise.

3. INDEMNIFICATION

You agree to indemnify and hold MALBEC LABS (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of:

- (a) your use of the Site, including any Information (defined below) or other content contained on or made available through the Site;
- (b) your violation of these Terms; or
- (c) your violation of applicable laws or regulations.

MALBEC LABS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of MALBEC LABS. MALBEC LABS will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

4. THIRD-PARTY SERVICES; OTHER USERS

4.1 Third-Party Services

The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Services**"). Such Third-Party Services are not under the control of MALBEC LABS, and MALBEC LABS is not responsible for any Third-Party Services. MALBEC LABS provides access to these Third-Party Services only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services. You use all Third-Party Services at your own risk

and should apply a suitable level of caution and discretion in doing so. When you click on or interact with any of the Third-Party Services, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Services.

4.2 Other Users

Your interactions with other Site users are solely between you and such users. You agree that MALBEC LABS will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

4.3 Release

You hereby release and forever discharge MALBEC LABS (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Services).

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5. DISCLAIMERS

5.1 General Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. MALBEC LABS (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

(a) WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. MALBEC LABS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SERVICES OR YOUR USE OF THE SAME.

(b) ADVICE AND INFORMATION OBTAINED BY YOU FROM MALBEC LABS THROUGH THE SITE, WHETHER IN BLOGS, WHITE PAPERS, MARKETING MATERIALS, SOCIAL MEDIA POSTS, AND/OR OTHER MATERIALS, ARE FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(c) THE SITE MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. MALBEC LABS MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SITE, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SITE.

5.2 No Investment or Financial Advice

MALBEC LABS IS NOT AN INVESTMENT OR FINANCIAL ADVISOR. NEITHER MALBEC LABS NOR ITS SUPPLIERS OR LICENSORS SHALL BE RESPONSIBLE FOR INVESTMENT AND OTHER FINANCIAL DECISIONS OR DAMAGES, OR OTHER LOSSES RESULTING FROM YOUR USE OF THE SITE. NEITHER MALBEC LABS NOR ITS SUPPLIERS OR LICENSORS SHALL BE CONSIDERED AN "EXPERT" UNDER THE APPLICABLE SECURITIES LEGISLATION IN YOUR JURISDICTION. NEITHER MALBEC LABS NOR ITS SUPPLIERS OR LICENSORS WARRANT THAT THIS SITE COMPLIES WITH THE REQUIREMENTS OF ANY APPLICABLE REGULATORY AUTHORITY, SECURITIES AND EXCHANGE COMMISSION, OR ANY SIMILAR ORGANIZATION OR REGULATOR OR WITH THE SECURITIES LAWS OF ANY JURISDICTION.

5.3 Third-Party Materials

As part of the Site, you may have access to materials that are hosted or made available by another party, including Third-Party Services. You agree that it is impossible for MALBEC LABS to monitor such materials and that you access these materials at your own risk.

5.4 Information Disclaimers

All information, materials, claims, content, blog posts, white papers, marketing materials, designs, algorithms, estimates, roadmaps, specifications, and performance measurements ("**Information**") provided or described on the Site are made without representation or warranty of any kind. It is up to you to independently validate the accuracy of such Information. Furthermore, nothing on the Site constitutes a solicitation for investment. Any content produced by MALBEC LABS has not been subject to audit.

Network Data Accuracy: All network data, validator information, performance metrics, and analytics displayed on the Site:

- Are derived from publicly available sources and third-party data providers
- May be delayed, incomplete, or inaccurate
- Are provided for informational purposes only
- Should be independently verified before relying on them for any purpose
- Do not constitute recommendations or endorsements of any validators, network participants, or infrastructure providers

No Professional Advice: The information displayed on the Site does not constitute financial, investment, trading, legal, accounting, tax, or any other form of professional advice.

5.5 Prohibited Uses and Sanctions Compliance

MALBEC LABS does not encourage, induce, or sanction the deployment, integration, or use of the Site in violation of applicable laws or regulations and hereby prohibits any such deployment, integration or use. This includes use of the Site by you:

- (a) in violation of export control or sanctions laws of the United States or any other applicable jurisdiction;
- (b) if you are located in or ordinarily resident in a country or territory subject to comprehensive sanctions administered by the Office of Foreign Asset Control; or
- (c) if you are or are working on behalf of a Specially Designated National ("**SDN**") or a person subject to similar blocking or denied party prohibitions.

You should be aware that U.S. export control and sanctions laws prohibit U.S. person (and other persons that are subject to such laws) from transacting with persons in certain countries and territories or that are on the SDN list.

6. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MALBEC LABS (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF MALBEC LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE HUNDRED US DOLLARS (\$100). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. TERM AND TERMINATION

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately. MALBEC LABS will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.2 through 1.6 and Sections 3 through 8.

8. GENERAL

8.1 Changes

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

8.2 Dispute Resolution

Please read the following arbitration agreement in this Section (the "Arbitration Agreement") carefully. It requires you to arbitrate Disputes with MALBEC LABS and limits the manner in which you can seek relief from MALBEC LABS.

(a) Applicability of Arbitration Agreement

You agree that any dispute between you and any of MALBEC LABS relating in any way to the Site or any services offered on or through the Site (the "**Services**"), or this Agreement (a "**Dispute**") will be resolved by binding arbitration, rather than in court, except that:

- (1) you and MALBEC LABS may assert individualized claims in small claims court if the claims qualify, remain in such court, and advance solely on an individual, non-class basis; and
- (2) you or MALBEC LABS may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

This Arbitration Agreement shall survive the expiration or termination of this Agreement and shall apply, without limitation, to all claims that arose or were asserted before you agreed to this Agreement (in accordance with the preamble) or any prior version of this Agreement. This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against MALBEC LABS on your behalf.

For purposes of this Arbitration Agreement, "**Dispute**" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

(b) Informal Dispute Resolution

There might be instances when a Dispute arises between you and MALBEC LABS. If that occurs, MALBEC LABS is committed to working with you to reach a reasonable resolution. You and MALBEC LABS agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost, and mutually beneficial outcome. You and MALBEC LABS therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**").

If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties.

Notice to MALBEC LABS that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to: **legal@malbeclabs.com**.

The Notice must include:

- (1) your name, telephone number, and mailing address;
- (2) the name, telephone number, mailing address, and e-mail address of your counsel, if any; and
- (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

(c) Waiver of Jury Trial

EXCEPT AS SPECIFIED IN SECTION 8.2(a), YOU AND MALBEC LABS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and MALBEC LABS are instead electing that all covered claims and disputes shall be resolved exclusively by arbitration under this Arbitration Agreement, except as specified in Section 8.2(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(d) Waiver of Class and Other Non-Individualized Relief

YOU AND MALBEC LABS AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 8.2(i) EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Subject to this Arbitration Agreement, the arbitrator 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 the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 8.2(i).

Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Section 8.2(d) are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and MALBEC LABS agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the Cayman Islands, sitting in Grand Cayman. All other Disputes shall be arbitrated or litigated in small claims court. This Section 8.2(d) does not prevent you or MALBEC LABS from participating in a class-wide settlement of claims.

(e) Rules and Forum

If the process described in Section 8.2(b) does not resolve satisfactorily within 60 days after receipt of your Notice, you and MALBEC LABS agree that either party shall have the right to finally resolve the Dispute through binding arbitration.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the **"Request"**). The Request must include:

- (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration;
- (2) a statement of the legal claims being asserted and the factual basis of those claims;
- (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars;
- (4) a statement certifying completion of the process described in Section 8.2(b); and
- (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request.

Arbitration will be conducted by a neutral arbitrator appointed in accordance with the Arbitration Rules of the Cayman International Mediation and Arbitration Centre, as revised from time to time (**"CI-MAC Rules"**). For information on the CI-MAC Rules, please visit <https://www.caymanarbitration.com>.

If there is any inconsistency between any term of the CI-MAC Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would.

Unless you and MALBEC LABS otherwise agree, or the Batch Arbitration process discussed in Section 8.2(i) is triggered, any arbitration hearings will be conducted in the Cayman Islands. If the parties are unable to agree on a location, the determination will be made by CI-MAC.

You and MALBEC LABS agree that all aspects of the arbitration proceeding (including materials and documents exchanged during the arbitration proceedings), and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties, and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

(f) Arbitrator

The arbitrator will be either a retired judge or an attorney licensed to practice law in the Cayman Islands and will be selected by the parties. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the CI-MAC will appoint an arbitrator.

(g) Authority of Arbitrator

The arbitrator shall have exclusive authority to resolve all disputes subject to arbitration hereunder including, without limitation, any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement or any portion of the Arbitration Agreement, except for the following:

- (1) all Disputes arising out of or relating to Section 8.2(d), including any claim that all or part of Section 8.2(d) is unenforceable, illegal, void, or voidable, or that Section 8.2(d) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator;
- (2) except as expressly contemplated in Section 8.2(i), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator;
- (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and
- (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator.

The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 8.2(i). The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction and may be overturned by a court only for very limited reasons.

(h) Attorneys' Fees and Costs

Payment of all filing, administration, and arbitrator fees will be governed by the CI-MAC Rules, unless otherwise provided in this Arbitration Agreement.

The parties shall bear their own attorneys' fees and costs in the arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose.

If you or MALBEC LABS need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration.

The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

(i) Batch Arbitration

To increase the efficiency of administration and resolution of arbitrations, you and MALBEC LABS agree that in the event that there are 100 or more individual Requests of a substantially similar nature filed against MALBEC LABS by or with the assistance of the same law firm, group of law firms, or organizations, within a 30 day period (or as soon as possible thereafter), CI-MAC shall:

- (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests);

(2) appoint one arbitrator for each batch; and

(3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief.

To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise CI-MAC, who shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by MALBEC LABS.

You and MALBEC LABS agree to cooperate in good faith with CI-MAC to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include inter alia the adoption of an expedited timetable of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective, and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

(j) 30-Day Right to Opt Out

You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the following address: legal@malbeclabs.com, within 30 days after first becoming subject to this Arbitration Agreement.

Your notice must include your name and address and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us or may enter into in the future with us.

(k) Invalidity, Expiration

Except as provided in Section 8.2(d), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

You further agree that any Dispute that you have with MALBEC LABS as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

(l) Modification

Notwithstanding any provision in this Agreement to the contrary, we agree that if MALBEC LABS makes any future material change to this Arbitration Agreement, you may reject that change within 30 days of such change becoming effective by writing MALBEC LABS at the following address: legal@malbeclabs.com.

Unless you reject the change within 30 days of such change becoming effective by writing to MALBEC LABS in accordance with the foregoing, your continued use of the Site and/or Services, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Site, any communications you receive, any products sold or distributed through the Site, the Services, or this Agreement, the

provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. MALBEC LABS will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

(m) Confidentiality

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(n) Survival of Agreement

This Arbitration Agreement will survive the termination of your relationship with MALBEC LABS.

8.3 Export

The Site may be subject to export or import laws and/or regulations. You agree not to export, reexport, or transfer, directly or indirectly, any technical data acquired from MALBEC LABS, or any products utilizing such data, in violation of applicable export laws or regulations.

8.4 Electronic Communications

The communications between you and MALBEC LABS use electronic means, whether you use the Site or send us emails, or whether MALBEC LABS posts notices on the Site or communicates with you via email. For contractual purposes, you:

- (a) consent to receive communications from MALBEC LABS in an electronic form; and
- (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that MALBEC LABS provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in a hardcopy writing.

The foregoing does not affect your non-waivable rights.

8.5 Entire Terms

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Your relationship to MALBEC LABS is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without MALBEC LABS's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. MALBEC LABS may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

8.6 Copyright/Trademark Information

Copyright © 2026 MALBEC LABS. All rights reserved. All trademarks, logos, and service marks ("**Marks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

8.7 Contact Information

Malbec Labs

Address:

Suite 3119, 9 Forum Lane

Camana Bay, PO Box 144

George Town, Grand Cayman KY1-9006

Cayman Islands

Email:

legal@malbeclabs.com

BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE.

END OF TERMS