

POLYGON.IO, INC.

INDIVIDUAL USE TERMS OF SERVICE

Last Updated: October 9, 2024

These Individual Use Terms of Service (these “**Terms**”) are a legal agreement between you, as a current or prospective customer/user of Polygon's services (“**you**” or “**your**”) and Polygon.io, Inc. (“**Polygon**”, “**we**”, “**our**”, or “**us**”) and govern your use of Polygon’s services, including its application programming interfaces (“**APIs**”) and other products and services designated for personal, individual, non-businesses, or non-commercial use (collectively, the “**Services**”). If you are using the Services for business or commercial purposes, you may not use any of the Services labeled for individual or personal use. Please contact sales@polygon.io.

By creating an account and using any of the Services, you expressly agree to these Terms, the terms of any Services that you procure through the Services interface (each, an “**Order Form**”), any terms referenced herein that apply to particular Services (e.g., the [Market Data Terms of Service](#)) (“**Additional Terms**”), and any other policies referenced herein (collectively, the “**Agreement**”).

The Agreement takes effect when you first accept these Terms as part of the account sign-up process for the Services labeled for individual use and will remain in effect until terminated as specified herein. If you do not agree with the Agreement, please do not accept these Terms and you may not access or use the Services.

ARBITRATION NOTICE FOR USERS IN THE UNITED STATES: THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND POLYGON AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND POLYGON WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. General

Polygon offers a financial data market platform that gives users the tools to access and use financial market data and other information relating to securities, foreign exchange, cryptocurrencies, other financial instruments, products, vehicles, indexes, values, indicators, or other means, and other information concerning financial markets made available by industry sources, financial exchanges, securities information processors, and other third-party suppliers of Market Data (“**Third Party Providers**”) and/or Polygon through the Services (collectively, “**Market Data**”). Market Data is provided to you subject to the terms and conditions of the [Market Data Terms of Service](#), which are incorporated herein by reference. Your receipt and use of Market Data is subject to the Market Data Terms of Service in addition to these Terms. By entering into the Agreement, you agree to the Market Data Terms of Service.

2. Access Grant

Subject to the terms and conditions of the Agreement, we grant you a non-exclusive, non-transferable, non-assignable, worldwide, limited right to access and use the Services, as such Services may be modified, revised, and updated in accordance with the Agreement, solely for your own personal, non-commercial, and non-business purposes.

3. Your Account

3.1 Account Registration

You must open an account with us to use the Services. During the registration process, we will ask you for information, which may include but is not limited to, your name, e-mail address, and other personal information. You must provide accurate and complete information in response to our questions, and you must keep that information current. We reserve the right to change the account type, downgrade, suspend, or terminate your Account and the account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

3.2 Eligibility

You represent and warrant that you are at least eighteen (18) years old. You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you have not been identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory, or jurisdiction does not violate any applicable laws.

3.3 Account Responsibility

You are solely responsible for any and all activities conducted under your account including your API keys. You agree to notify us immediately of any unauthorized use or any other breach of security on your account or API keys. We shall not be liable for any loss incurred in connection with or resulting from any party's unauthorized use of a password, account, or API keys. You acknowledge and agree that losses incurred by us or another party due to the unauthorized use of your account, API keys, or password are solely at your liability - accordingly, you are solely responsible for maintaining the confidentiality of your account password, username, and any other credentials relating to your account. Unauthorized use of another's account or password is strictly prohibited.

3.4 Disabling Accounts

We reserve the right to disable your account, including your API keys, at any time, including if you have failed to comply with any of the provisions of the Agreement, or if activities occur on your account or through your API keys which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third-party rights, or violate any applicable laws or regulations.

4. Payment Obligations

4.1 Payment Terms

The Services include both paid-for Services ("**Paid Services**") and free-of-charge Services ("**Free Services**"). We offer certain Paid Services to be paid for on a monthly or annual recurring basis ("**Paid Subscription Services**") and other Paid Services on an as-used basis ("**Add-On Services**"). Paid Subscription Services may subject you to recurring fees and/or terms. By signing up for a Paid



Subscription Service, you agree to pay us the subscription fee and any applicable Taxes (as defined below) on a recurring basis as specified in the applicable Order Form(s) ("**Subscription Fee**"). Add-On Services may subject you to fees charged per usage and/or terms, including transaction volume. By using an Add-On Service, you agree to pay the fees specified in the applicable Order Form and any Taxes incurred at the time of usage ("**Add-On Fees**" and, together with Subscription Fees, "**Fees**"). Unless otherwise provided, Fees will be charged upon purchasing the Paid Services. Except as provided herein, Subscription Fees will be charged upon the monthly or annual anniversary of your purchase of the Paid Subscription Services and will continue until the Paid Subscription Services are terminated as set forth in the Agreement.

For Paid Services, you authorize us to charge your designated payment method. By providing an acceptable payment method, you represent and warrant that you are authorized to use the designated payment method and that you authorize us or our third-party payment processor to charge your payment method for the total amount of your purchase, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your Paid Service may be downgraded, suspended, or canceled. You must resolve any problem we encounter in relation to the payment method you provide in order to proceed with your use of the Service. You authorize us or our third-party payment processor to charge your payment method for the corresponding amount. This payment obligation shall survive termination or cancellation of this Agreement for any reason whatsoever. Unless otherwise indicated, all Fees and other charges are quoted in U.S. Dollars (\$), and all payments must be in U.S. Dollars (\$).

We reserve the right to change prices of the Services, from time to time. We will attempt to give you advance notice of any such price changes prior to the next billing cycle. Your continued use of the Paid Subscription Services after notice of a change to our Fees will constitute your agreement to such changes. If you accept a promotional offer or make changes to your Paid Services, the Fees, Taxes, and amounts billed may vary. In addition, billing amounts may also vary due to changes in applicable Taxes or currency exchange rates.

4.2 Taxes

Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). You will be responsible for paying all Taxes associated with your purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, you will reimburse us for such withholding tax.

4.3 Adding, Upgrading, and Downgrading Services at Your Election

At any time, you may purchase additional Paid Services as well as upgrade your Free Service to a Paid Subscription Service. If you purchase a monthly Paid Subscription Service, the Fees reflected in the applicable invoice will be for a prorated monthly subscription, and you will be invoiced on the same date that you upgraded your account for each subsequent calendar month. If you sign up for an annual Paid Subscription Service, the Fees reflected in the applicable invoice will be for a full annual subscription.

You may downgrade from a Paid Subscription Service to a lower-tier Paid Subscription Service or to a Free Service at any time from your account settings. If you downgrade any Paid Subscription Services, you will remain responsible for any unpaid Fees under the applicable Paid Subscription Services, and Services under the applicable Paid Subscription Services will be deemed fully performed and delivered



upon expiration of the applicable Paid Subscription Services subscription term. If you cancel a Paid Subscription Service, you will continue to have access to that Paid Subscription Service through the end of your then-current billing period, but you will not be entitled to a refund or credit for any Fees already due or paid.

4.4 Downgrade for Non-Payment

If any Fees owed to us by you are overdue, we may, without limiting our other rights and remedies, downgrade any Paid Subscription Services to the Free Services or suspend any Paid Subscription Services until those amounts are paid in full, so long as we have given you notice that your account is overdue. You acknowledge and agree that a downgrade or suspension will result in a decrease in certain features and functionality, as illustrated by comparing the plans on our [Products](#) page.

5. Polygon's Intellectual Property

5.1 Intellectual Property Rights

The Services contain material that is derived, in whole or in part, from material owned by Polygon as well as third-parties. We expressly and exclusively reserve for ourselves (and our licensors) any and all registered and unregistered rights (whether or not registrable) granted, applied for, or otherwise now or hereafter in existence under or related to any patent or patentable subject matter, copyright or copyrightable subject matter, trademark or trademarkable subject matter, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (the "**Intellectual Property Rights**") that are created, generated, acquired, or used in connection with the Services. The look and feel of the Services, including, but not limited to, any custom graphics, button icons, and scripts are also our property, and you may not copy, imitate, or use them, in whole or in part, without our prior written consent. Nothing herein shall be deemed to grant any rights or licenses to our Intellectual Property Rights to you, except as is expressly required for you to use the Services (but not apart from your use thereof). In addition, you agree to preserve the confidentiality of the Services.

5.2 Third-Party Trademarks

You acknowledge and agree that any of our names, trademarks, service marks, logos, trade dress, or other branding included as part of the Services are owned by us, unless otherwise noted, and may not be copied, imitated, or used (in whole or in part) without our prior written consent. All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any information displayed on the Service are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes, or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by Polygon.

5.3 Feedback

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about Polygon or our Services (collectively, "**Feedback**"). By submitting Feedback to us, you hereby grant us a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to use, copy, adapt, modify, sublicense,



transmit, distribute, display, sell, transfer, incorporate into our products or services, create derivative works from, or otherwise exploit any such Feedback without any compensation to you.

6. User Conduct

6.1 Use Restrictions

You may not do, attempt to do, enable, or encourage anyone else to do, any of the following:

- (a) Use the Services for any illegal purpose or violate any applicable federal, state, local, national, or international laws or regulations (including sanctions laws), or the Agreement;
- (b) Violate any rules, regulations or laws of the Financial Industry Regulatory Authority, Inc., the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;
- (c) Violate any terms and conditions of any Additional Terms;
- (d) Violate, or encourage others to violate, any right of a third party, including by (i) infringing or misappropriating any third party intellectual property right, (ii) using any trademarks, service marks, design marks, logos, photographs or other content belonging to Polygon or obtained from the Services, (iii) making unauthorized copies of any content made available on or through the Services, or (iv) misrepresenting information or defacing or removing any intellectual property marks transmitted with the Services;
- (e) Provide any false personal information to us, create a false identity or impersonate another person or entity in any way or perform any fraudulent activity including claiming a false affiliation, accessing any other Services account without permission, or falsifying your age or date of birth;
- (f) Interfere with security-related features of the Services or any user's enjoyment of the Services, including by: (i) using any device, software or routine to interfere or attempt to interfere with the proper working of the Services, or any activity conducted on the Services, (ii) disabling or circumventing features that prevent or limit use or copying of any content, (iii) attempting to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Services except to the extent that the activity is expressly permitted by applicable law, (iv) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, (v) disrupting any network, equipment, or server connected to or used to provide the Services, (vi) disabling, overburdening, impairing, damaging, or hijacking the operation of any hardware, software or telecommunications equipment or any other aspect of the Services or communications equipment and computers connected to the Services, (vii) accessing, tampering with or using non-public areas of the Services, Polygon's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Polygon's providers, (viii) creating a new account with Polygon, without Polygon's express written consent, if Polygon has previously disabled or suspended an account of yours, or (ix) using the Services, without Polygon's express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming, (x) gaining unauthorized access to the Services, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Services, (xi) bypassing any approved software through which the Services is made available, (xii)



framing or linking to any of the materials or information available on the Services, or (xiii) interfering with or disrupting the Services, networks or servers connected to the Services or violate the regulations, policies or procedures of those networks or servers;

(g) Interfere with any user's enjoyment of the Services by: (i) restricting, discouraging, or inhibiting any person from using the Services, disclosing personal information about a third person on the Services or obtained from the Services without the consent of that person, or collect information about or threaten, harass, demean, embarrass, menace or intimidate users of the Services; (ii) making any unsolicited offer or advertisement to another user of the Services, (iii) collecting personal information about another user or third party without consent, (iv) soliciting, or attempt to solicit, personal information from other users of the Services, or (v) using the Services to send communications to persons who have requested that you not send them communications;

(h) Sell or otherwise transfer the access granted under the Agreement or any of Polygon's materials or any right or ability to view, access, or use any of Polygon's materials;

(i) Use or attempt to use another user's account;

(j) Pose as another person or entity or otherwise falsify your account information;

(k) Adapt, modify, or create derivative works based on the Services or the technology underlying the Services in whole or part;

(l) Use the Services from a country sanctioned by the government of the United States or to facilitate transactions involving individuals sanctioned by the government of the United States or located in sanctioned countries;

(m) Use the Services to carry out any financial activities subject to registration or licensing; or

(n) Promote, offer for sale or sell any security or item, good, or service that (i) violates any applicable federal, state, or local law or regulation, (ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) Polygon determines, in its sole discretion, is inappropriate for sale.

6.2 Monitoring and Suspending Access

We may, but have no obligation to, monitor the use by you and other users of the Services. We reserve the right to take, or refrain from taking, any and all steps available to us, including downgrading, suspending, or terminating your access to the Services or seeking other legal or equitable remedies, once we reasonably suspect or become aware of any violation of applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating the Agreement or the terms of Third-Party Provider. Such suspension or termination shall not constitute a breach of the Agreement by Polygon.

7. Third-Party Services

The Services may also contain links or functionality to access or use third-party websites and applications (collectively, "**Third-Party Services**"). When you click on a link to or access and use a Third-Party Services, we may not warn you that you have left our Services, and you are subject to the terms and conditions (including privacy policies) of such Third-Party Services. Polygon provides links to these Third-Party Services only as a

convenience. Such Third-Party Services are not under the control of Polygon and may be "open" applications for which no recourse is possible. Polygon is not responsible or liable for any Third-Party Services. Polygon does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services or their associated products or services. Polygon does not prepare, edit, or endorse any Third-Party Services. Polygon does not guarantee the accuracy, timeliness, completeness, or usefulness of Third-Party Services, and is not responsible or liable for any content, advertising, products, or other materials on or available from Third-Party Services. You use all links in Third-Party Services at your own risk.

8. Term and Termination

8.1 Term

The "**Term**" of the Agreement will begin on the date that you accept these Terms by creating an account and continue until the Agreement is terminated as set forth herein.

If you purchase a Paid Subscription Service, your subscription term may vary as a continuous, monthly, or annual term ("**Subscription Term(s)**"), as described in the applicable Order Form in the course of purchasing the Paid Subscription Service. Your subscription to a Paid Subscription Service will auto-renew for additional Subscription Terms until your subscription is canceled by you, downgraded to a Free Service, or suspended, downgraded, or terminated by us.

8.2 Termination of the Agreement

The Agreement shall continue in full force until terminated or canceled pursuant to the Agreement.

We shall have the right to terminate the Agreement: (a) for any reason whatsoever by providing thirty (30) days' notice to you; (b) immediately for your material breach of the Agreement, other than non-payment of Fees; or (c) for non-payment of Fees. Notwithstanding the foregoing, we reserve the right, in our sole discretion and without notice, at any time and for any reason, to remove, modify, suspend, downgrade, or disable access to all or any portion of the Services.

At any time, you may stop using the Services, and you may terminate the Agreement for any reason whatsoever by contacting support@polygon.io.

8.3 Termination of a Paid Subscription Service

You may cancel a subscription to a Paid Subscription Service at any time. Your cancellation will take effect at the end of the current Subscription Term. To cancel your subscription and automatic payment, you may downgrade your account to the applicable Free Service or you may contact our team at support@polygon.io. Cancellation does not entitle you to the refund of any previously paid Fees, and you will not receive a prorated refund for the remainder of the Subscription Term. In the event you cancel your subscription, note that we may still send you promotional communications unless you opt out of receiving those communications by following the unsubscribe instructions provided in the communications.

When you cancel a Paid Subscription Service, you cancel only future charges for your subscription. You may not receive a refund for the current Subscription Term you paid for, but you will continue to have full access to that Paid Subscription Service until the end of that current Subscription Term. At any time for any reason, we may provide a refund, discount, or other consideration ("**Credits**") to some or all of



our users. The amount and form of such Credits, and the decision to provide them, are at our sole and absolute discretion. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate us to provide credits in the future.

8.4 Effect of Termination

If the Agreement or your account are terminated or suspended for any reason: (a) the license and any other rights granted under the Agreement will end, (b) you agree to terminate and cease use of all Services immediately, and (c) we may (but have no obligation to) delete your information and account data stored on our servers, and we will not be liable to you or any third-party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under Section 4 (Payments Obligations), the following Sections of these Terms shall survive and remain in effect in accordance with their terms upon termination: Section 5 (Polygon's Intellectual Property), Section 7 (Third-Party Services), Section 8.4 (Effect of Termination, Section), Section 10 (Privacy), Section 11 (Disclaimers), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 14 (Arbitration Notice), and Section 16 (Miscellaneous).

9. Modifications

As our business evolves, we may make commercially reasonable updates to the Services from time to time. We may also change these Terms and the other components of the Agreement (except any Order Forms). You can review the most current version of these Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in these Terms. The materially revised Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you access or use the Services after the effective date, that use will constitute your acceptance of any revised terms and conditions.

10. Privacy Policy

Please refer to our [Privacy Policy](#), as updated from time to time, for information about how we collect, use, and share your information. By using and providing information to or through the Services, you consent to all actions taken by us with respect to your information in compliance with our [Privacy Policy](#).

11. Disclaimers

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND POLYGON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. POLYGON DISCLAIMS ALL IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND DOES NOT REPRESENT OR WARRANT: (A) THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS OR IS TIMELY, CORRECT, ADEQUATE, ACCURATE, OR COMPLETE; OR (B) THE AVAILABILITY OF THE SERVICES OR THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. YOUR USE OR RELIANCE ON THE SERVICES IS SOLELY WITHIN YOUR DISCRETION AND AT YOUR RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. IT IS EXPRESSLY UNDERSTOOD THAT THE SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO PROVIDE LEGAL, TAX, INVESTMENT, OR ACCOUNTING ADVICE, NOR SHOULD THE SERVICES BE CONSTRUED AS A

RECOMMENDATION, AN OFFER TO BUY OR SELL, OR THE SOLICITATION OF AN OFFER TO BUY OR SELL ANY SECURITY, FINANCIAL PRODUCT, OR INSTRUMENT OR TO PARTICIPATE IN ANY TRADING STRATEGY. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, INVESTMENT STRATEGY, OR RELATED TRANSACTION IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, AND RISK TOLERANCE. YOU SHOULD CONSULT YOUR LEGAL OR TAX PROFESSIONAL REGARDING YOUR SPECIFIC SITUATION. NO DETERMINATION OF YOUR SUITABILITY FOR OR THE APPROPRIATENESS OF ANY SERVICES PROVIDED BY POLYGON HAS BEEN MADE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Polygon, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "**Polygon Parties**"), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of, or are related to: (a) your access and/or use of, or interaction with the Services; (b) any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; (c) your violation of the Agreement; (d) your violation of the rights of any third-party; and/or (e) your violation of any applicable laws, rules, or regulations.

THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND POLYGON.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL POLYGON OR ITS THIRD-PARTY PROVIDERS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICES, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF POLYGON OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICES. ACCESS TO, AND USE OF, THE SERVICES, PRODUCTS OR THIRD-PARTY SITES, AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF POLYGON ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SERVICES EXCEED THE GREATER OF (I) ONE HUNDRED DOLLARS (\$100.00), OR (II) THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE SIX (6) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS ITS ESSENTIAL PURPOSE.

FOR JURISDICTIONS THAT DO NOT ALLOW US TO LIMIT OUR LIABILITY: NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT, IF YOUR JURISDICTION HAS PROVISIONS SPECIFIC TO WAIVER OR LIABILITY THAT CONFLICT WITH THE ABOVE THEN OUR LIABILITY IS LIMITED TO THE SMALLEST EXTENT POSSIBLE BY APPLICABLE LAW. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR 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." YOU HEREBY EXPRESSLY WAIVE THE APPLICABILITY OF THIS SECTION OF THE CALIFORNIA CIVIL CODE AND ANY RIGHTS THAT YOU MAY HAVE THEREUNDER. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE ABOVE RELEASE.

14. Arbitration Notice

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND POLYGON AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

14.1 Informal Resolution.

If you have an issue that our customer support can't resolve, prior to starting arbitration, you and Polygon agree to attempt to resolve the dispute informally to help get us to a resolution and control costs for both parties. You and Polygon agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("**Informal Resolution**"). If the dispute isn't resolved by Informal Resolution or small-claims court (below), you or Polygon may start an arbitration in accordance with these Terms.

14.2 Applicability of Arbitration Agreement

Notwithstanding the above, in this Section 14 (the "**Arbitration Agreement**"), you and Polygon agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to the Agreement or the use of the Services that cannot be resolved through Informal Resolution (as defined below) or in small claims court will be resolved by binding arbitration on an individual basis, except that you and Polygon are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. To be clear: the phrase "all claims and disputes" also includes



claims and disputes that arose between us before the effective date of the Agreement. In addition, all disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

14.3 Arbitration Rules

The Federal Arbitration Act, including its procedural provisions, governs the interpretation and enforcement of this dispute-resolution provision, and not state law. Arbitration will be conducted by the [Judicial Arbitration Mediation Services](#), Inc. (“**JAMS**”) in accordance with the [JAMS Streamlined Arbitration Rules and Procedures](#) (the “**JAMS Rules**”) as modified by this Agreement. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum, and if they cannot agree, will ask the court to appoint an arbitrator pursuant to 9 U.S.C. § 5.

14.4 Arbitration Procedure

To start an arbitration, review the JAMS Rules and follow the instructions for initiating an arbitration on the JAMS website. The party starting an arbitration must send JAMS a “Demand for Arbitration” (available on its website), pay a filing fee, and mail a copy of the Demand for Arbitration to the opposing party. You will send a copy to Polygon.io, Inc., Legal Department, ATTN: ARBITRATION OF DISPUTE, 331 Elizabeth Street NE, Suite A, Atlanta, Georgia 30307, U.S.A. Polygon will send a copy to your registered email address and any billing address you have provided us.

The arbitration will be conducted by a single JAMS arbitrator selected with substantial experience in resolving intellectual property and commercial contract disputes. You and Polygon both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by the Agreement. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with the Agreement.

Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum’s rules. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three. The specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise. If an in-person hearing is required, the hearing will take place in Fulton County, Georgia.

14.5 Arbitration Fees

If you start the arbitration, you must pay the JAMS filing fee required for consumer arbitrations. If Polygon is the party initiating an arbitration against you, Polygon will pay all of the JAMS costs associated with the arbitration, including the entire filing fee. If you demonstrate that arbitration costs will be prohibitive compared to litigation costs, Polygon will pay as much of your JAMS costs as the arbitrator finds necessary to prevent the arbitration from being cost-prohibitive (as compared to the cost of litigation). If the arbitrator finds you brought an arbitration claim against Polygon for an improper purpose, frivolously, or without a sufficient pre-claim investigation into the facts or applicable law, then the payment of all fees will be governed by the JAMS Rules. JAMS costs do not include your



attorneys' fees and costs and attorneys' fees and JAMS costs are not counted when determining how much a dispute involves. Polygon may seek its attorneys' fees or expenses from you in any arbitration if the law or the JAMS Rules entitle us to do so. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise.

14.6 Authority of the Arbitrator

The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and Polygon. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Polygon. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.

14.7 Waiver of Jury Trial

YOU AND POLYGON WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Polygon are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Polygon over whether to vacate or enforce an arbitration award, YOU AND POLYGON WAIVE ALL RIGHTS TO A JURY TRIAL and elect instead to have the dispute be resolved by a judge.

14.8 Waiver of Class or Consolidated Actions

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding any other provision of the Agreement, the Arbitration Agreement, or JAMS rules, disputes regarding the interpretation, applicability, or enforceability of this waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in this section.

14.9 Right to Waive

Any rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Arbitration Agreement.

14.10 Opt-out



You may opt out of this Arbitration Agreement. If you do so, neither you nor Polygon can force the other to arbitrate. To opt-out, you must notify Polygon in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Polygon username and the email address you used to set up your Polygon account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must email the opt-out notice to support@polygon.io.

14.11 Small Claims Court

Notwithstanding the foregoing, either you or Polygon may bring an individual action in small claims court.

14.12 Arbitration Agreement Survival

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

14.13 Arbitration Agreement Severability

If all or any provision of this Arbitration Agreement is found invalid, unenforceable, or illegal, then you and Polygon agree that the provision will be severed and the rest of the agreement shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the Class Action Waiver is found invalid, unenforceable, or illegal, you and Polygon agree that it will not be severable, and this entire Arbitration Agreement will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of clauses specified in these Terms.

15. Contact Us

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to us via our support chat on our website, by email at support@polygon.io, or by filling out [this form](#).

16. Miscellaneous

16.1 Governing Law; Exclusive Venue

Except to the extent they are preempted by U.S. federal law, the laws of the State of Georgia, other than its conflict-of-laws principles, govern the Agreement and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to the Agreement or its subject matter. To the extent that the Agreement allows you or Polygon to initiate litigation in a court, both you and Polygon agree that all claims and disputes (whether contract, tort, or otherwise), including statutory claims and disputes, arising out of or relating to the Agreement or the use of the Services will be litigated exclusively in the federal and state courts located in Atlanta, Georgia. You and Polygon consent to the personal jurisdiction of such courts and waive any objection to venue in any such courts.

16.2 Entire Agreement; Order of Precedence

The Agreement contains the entire agreement between you and Polygon and supersedes all prior and contemporaneous understandings between the parties regarding the Services. In the event of any



conflict between these Terms and any other agreement you may have with us, unless terms of lower precedence expressly state to the contrary, the order of precedence is: (a) the terms of the Order Form, (b) any Additional Terms, (c) these Terms, and (d) all terms incorporated by reference into these Terms.

16.3 Assignment

The Agreement is binding upon and inures to the benefit of the permitted successors and assigns of each party. You may not assign, subcontract, delegate, or otherwise convey the Agreement, or any of its rights and obligations hereunder. Notwithstanding anything to the contrary in the Agreement, we may assign, transfer, or delegate the Agreement and our obligations hereunder at any time, in our sole discretion.

16.4 Severability

The Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect.

16.5 Waiver

No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. No waiver under the Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

16.6 Force Majeure

We will not be responsible or liable to you or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

16.7 Relationship of the Parties; No Third-Party Beneficiaries

The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Unless required by a Third Party Provider, there are no third-party beneficiaries to the Agreement. To the extent required by a Third Party Provider, you acknowledge and agree that the applicable Third Party Provider is a third-party beneficiary of the Agreement, is entitled to the rights and benefits hereunder, and may enforce the provisions of the Agreement directly against you as if it were a party hereto.

16.8 Equitable Relief

You acknowledge and agree that your breach of the Agreement would cause irreparable harm to us, for which monetary damages alone may not be adequate. In addition to damages and any other remedies to which we may be entitled, you acknowledge and agree that we may seek and shall be entitled to injunctive relief hereunder to prevent the actual, threatened, or continued breach of the Agreement.