

TERMS AND CONDITIONS

Last Updated: MARCH 25, 2019

Thank you for participating in the Thunder Token Ltd. (together with its affiliates, “Thunder” or the “Company”) rewards program, testnet, and mainnet networks (the “Program”). The Program is intended to reward eligible participants who engage with the Thunder network. The Program will commence on February 28, 2019 until terminated by Thunder in its sole discretion (“Program Period”). Participation in the Program is subject to these Terms and Conditions (the “Terms”) and Thunder’s Privacy Policy (“Privacy Policy”). These Terms constitute a binding obligation between you and the Company.

1. Agreement to Terms. By participating in the Program, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not participate. If you are accessing and participating in the Program on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, “you” and “your” will refer to that company or other legal entity.

2. Privacy Policy. Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your participation in the Program is subject to our Privacy Policy.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

3. Changes to Terms. We may update the Terms at any time, in our sole discretion. If we do so, we’ll deliver a notice either by posting the updated Terms on the Program’s website at <https://www.thundercore.com/terms-of-service> (“Program Website”) or through other communications. It’s important that you review the Terms whenever we update them or you participate in the Program. If you continue to participate in the Program after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don’t agree to be bound by the updated Terms, then, except as otherwise provided in Section 17(a)(viii) (“Modification of Dispute Resolution Section”), you may not participate in the Program anymore. Because the Program is evolving over time we may change or discontinue all or any part of the Program, at any time and without notice, at our sole discretion.

4. Eligibility. You may participate in the Program only if you are 18 years or older and capable of forming a binding contract with Thunder, and are not barred from participating under applicable law. Employees of Thunder and its affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Thunder through an outsourcer or temporary employment agency during the Program Period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Program.

5. Account Registration. To access and participate in the Program you will have to create an account (the “Account”). You can do this at the Program Website with your email address or with certain third-party social networking services such as Facebook (each, an “SNS Account”). If you choose to create an SNS Account, we will create your Account by extracting from your SNS Account certain personal information such as your name and email address, and other personal information that your privacy settings on the SNS Account permit us to access.

It’s important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. If you don’t, we might have to suspend or terminate your Account. You agree that you won’t disclose your Account password to anyone and you’ll notify us immediately of any unauthorized use of your Account. You’re responsible for all activities that occur under your Account, whether or not you know about them.

By registering with us, you agree to comply with all applicable national, international, state and local laws, ordinances and regulations in connection with your participation in the Program. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and Thunder.

6. Description of the Program

a. In connection with the Program, you may participate in various activities on the Thunder network including downloading the Thunder network mobile application, referring friends to the Thunder network, and trying out new applications that utilize the Thunder network. A description of all available Programs, including applicable rewards is provided on the Program Website. We plan on making the Program as interactive as we can, and we will announce and update new Programs on the Program Website periodically from time to time.

b. Access to the Program may require the use of your personal computer and/or mobile devices, as well as communications with or use of data and storage on such devices. You are responsible for any Internet connection or mobile fees and charges that you may incur when accessing the Program.

c. You acknowledge that certain information including your username and gameplay records are all public information and can be accessed by anyone, including participants and non-participants of the Program.

7. Rewards.

a. In exchange for participating in the Program, you may receive a reward (“Reward”). Details of Rewards will be set forth in each activity announced on the Program Website (in some cases subject to your certification on the Program Website and our verification).

b. All Rewards will be paid out in TT which have no cash value as indicated below. The number of TT awarded to each participant will be set forth on the Program Website. As used herein, “TTs” means the virtual currency used in games developed by Thunder.

c. You acknowledge and agree that all TT received via Rewards may be used solely for gameplay and may not be sold, transferred or converted into any value for any other purposes.

d. Rewards earned as a result of fraudulent activities are null and void. Thunder reserves the right to review and investigate all Program activities, and to disqualify participants if we notice any activity that we believe is abusive or fraudulent. Non-fraudulent earned Rewards are not affected by suspension or termination of the Program or an individual's right to participate.

8. Feedback. We welcome feedback, comments and suggestions for improvements to the Program ("Feedback"). You can submit Feedback by emailing us at info@thundercore.com. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

9. Content Ownership, Responsibility and Removal.

a. Definitions. For purposes of these Terms: (i) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Program; and (ii) "User Content" means any Content that you provide to be made available through the Program.

b. Our Content Ownership. Company does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Company and its licensors exclusively own all right, title and interest in and to the Program and Content, including all associated intellectual property rights. You acknowledge that the Program and Content are protected by copyright, trademark, and other laws of the United States, Taiwan and other countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Program or Content.

c. Rights in User Content Granted by You. By making any User Content available through the Program you hereby grant to Company a non-exclusive, irrevocable, perpetual, transferable, worldwide, royalty-free license, with the right to sub-license, to use, copy, modify, distribute, publicly display and publicly perform your User Content in connection with the Program and the Thunder network.

d. Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Program, nor any use of your User Content by Company on or through the Program will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

e. Removal of User Content. You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the

Program. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

f. Rights in Content Granted by Company. Subject to your compliance with these Terms, Company grants to you a limited, non-exclusive, non-transferable license, with no right to sub-license, to access and view the Content solely in connection with your permitted participate in the Program and solely for your personal and non-commercial purposes.

10. General Prohibitions and Company's Enforcement Rights. You agree not to do any of the following:

- a. Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- b. Use, display, mirror or frame the Program or any individual element within the Program, Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Company's express written consent;
- c. Access, tamper with, or use non-public areas of the Program, Company's computer systems, or the technical delivery systems of Company's providers;
- d. Attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures;
- e. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third party (including another user) to protect the Program or Content;
- f. Attempt to access or search the Program or Content or download Content from the Program through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Company or other generally available third-party web browsers;
- g. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- h. Use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company's express written consent;
- i. Use the Program, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- j. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Program to send altered, deceptive or false source-identifying information;
- k. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used in connection with the Program
- l. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Program;

- m. Collect or store any personally identifiable information from the Program from other participants in the Program without their express permission;
- n. Impersonate or misrepresent your affiliation with any person or entity;
- o. Adversely affect the goodwill of the Company;
- p. Violate any applicable law or regulation; or
- q. Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or participation in the Program or to review or edit any Content, we have the right to do so for the purpose of operating the Program, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content (including without limitation User Content), at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Program. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

11. Links to Third Party Websites or Resources. The Program may make available to you certain content provided by third parties, including links to third-party websites or resources such as virtual currency information and news websites (collectively, "Third Party Content"). We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You acknowledge that we provide the Third Party Content to you only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You further acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources and all your interactions with such third-party websites or resources.

12. Cancellation, Suspension or Termination of Program.

- a. We may suspend or terminate your access to and participation in the Program, at our sole discretion, at any time and without notice to you, and we may delete or deactivate your Account and all related information and files, if you breach any terms of this Agreement.
- b. We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or terminate, temporarily or permanently, any portion of the Program without liability to you; provided however, that validly earned Rewards will not be affected by suspension or termination of the Program.
- c. Upon any cancellation, suspension or termination of the Program, your access to your TT will depend on your access to your backup of your Account login credentials. If you do not maintain a backup of your Account login credentials outside of the Program, you acknowledge and agree that you may not be able to access the TT associated with any Account in the event of such cancellation, suspension or termination.
- d. Upon any cancellation, suspension or termination of the Program, the following Sections of this Agreement will survive: 1,2, 3, 6 to 12, 13(b), (d), (e), (f), 14 to 18.

13. Disclaimers.

a. We may require you to meet certain requirements for passwords and multi-factor authentication and we may change the requirements with or without prior notice. But, no matter how strong your password is, you must ensure that your Account credentials, including the credentials for any SNS Accounts you use in connection with the Services, are secure. If they are not, people may compromise and take action on your Account. You should always use two-factor authentication when available, always avoid copying scripts into your browser address bar, and avoid clicking on links, opening attachments or visiting Internet resources you do not trust. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), or any other codes that you use to access or in relation to the Program. We assume no responsibility for any losses resulting from the compromise of your Account.

b. YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH PARTICIPATING IN THE PROGRAM INCLUDING, BUT NOT LIMITED TO, THE RISK OF FAILURE OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO INFORMATION STORED WITHIN YOUR ACCOUNT. YOU ACCEPT AND ACKNOWLEDGE THAT COMPANY WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN participating in the program, HOWEVER CAUSED.

c. YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH UTILIZING ANY VIRTUAL CURRENCY NETWORK, INCLUDING, BUT NOT LIMITED TO, THE RISK OF UNKNOWN VULNERABILITIES IN OR UNANTICIPATED CHANGES TO THE NETWORK.

d. WE WILL USE REASONABLE EFFORTS TO VERIFY THE ACCURACY OF ANY INFORMATION PROVIDED BY THE PROGRAM BUT WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE CONTENTS OF THE PROGRAM, INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH THE PROGRAM, ANY HYPERLINKS TO THIRD PARTY WEBSITES, OR THE SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE PROGRAM.

e. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR YOUR PARTICIPATION IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE; (C) CORRUPTED FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE PROGRAM.

f. WE MAKE NO WARRANTY THAT THE PROGRAM INCLUDING THE SERVER THAT MAKES THE PROGRAM AVAILABLE, ARE FREE OF VIRUSES OR ERRORS, THAT ITS CONTENT IS ACCURATE, THAT IT WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON MATERIAL, OR INFORMATION, CONTAINED OR MADE AVAILABLE THROUGH THE PROGRAM.

g. THE PROGRAM AND ANY TT THAT YOU MAY RECEIVE AS REWARDS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Program will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content. YOU ASSUME ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TT AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE TT. ANY TT THAT YOU MAY RECEIVE AS REWARDS MAY NOT BE SOLD AND MAY HAVE NO VALUE.

14. **Indemnity.** You will indemnify and hold harmless Thunder, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or participation in the Program, (ii) your User Content, (iii) your violation of these Terms, and (iv) acceptance or use of the TT paid to you in connection with the Program.

15. Limitation of Liability.

a. NEITHER COMPANY NOR ANY OTHER PARTY INVOLVED IN THE PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ACTIVITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOU'RE YOUR PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE PROGRAM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

b. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE PROGRAM EXCEED ONE HUNDRED DOLLARS (\$100).

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

16. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the laws of Taiwan, without regard to its conflict of laws provisions. The exclusive jurisdiction for all Disputes (defined below) that you and Company are not required to arbitrate will be the courts located in Taiwan, and you and Company each waive any objection to jurisdiction and venue in such courts.

17. Dispute Resolution. Company believes that most disagreements can be resolved informally and efficiently by contacting Company's customer support. If the dispute is not resolved through Company customer support, you and Company agree that any such dispute, claim or controversy arising out of or relating in any way to the Program or this Agreement (each, a "Claim"), shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, in accordance with the following (including the procedure to opt out of arbitration):

a. Arbitration: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

i. Opt-out. You may right to opt out of arbitration entirely and litigate any Claim if you provide us with written notice of your desire to do so by email at info@thundercore.com within thirty (30) days following the date you first agree to these Terms.

ii. Notice of Claim: If you elect to seek arbitration, you must first send to Company, by certified mail, a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to Company should be addressed to: 11F., No.70-1, Sec. 1, Chengde Rd., Datong Dist., and should be prominently captioned "NOTICE OF CLAIM". The Notice of Claim should include both the mailing address and email address you would like Company to use to contact you. If Company elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your billing address on file. A Notice of Claim, whether sent by you or by Company, must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific amount of damages or other relief sought ("Demand"); and (c) whether you reject any subsequent modification of the Dispute Resolution section by Company (see Section 17(a)(viii)).

iii. Arbitration Proceedings: If you and Company do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or Company may commence an arbitration proceeding (or, alternatively, file a claim in small claims court). You may download or copy a form of notice and a form to initiate arbitration at www.adr.org. The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("AAA") (collectively, the "AAA Rules"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org. The

arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

iv. Unless Company and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim. If your claim is for U.S. \$10,000 or less, Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

v. Injunctive and Declaratory Relief: Except as set forth in Section 17(b), the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or Company, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Company prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

vi. Arbitration Fees: If your claim for damages does not exceed \$10,000, Company will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of your initial filing fee, unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.

vii. Class Action Waiver: YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

viii. Modification of Dispute Resolution Section: Notwithstanding Section 3, if Company changes this "Dispute Resolution" section after the date you first accepted this Agreement, and you have not otherwise affirmatively agreed to such changes, you may reject any such change by so stating within your Notice of Claim. By failing to reject any changes to this "Dispute Resolution" section in your Notice of Claim, you agree to resolve any Claim between you and Company in accordance with the terms of the Dispute Resolution section in effect as of the date of your Notice of Claim.

ix. Severability: With the exception of any of the provisions in Section 17(a)(vii) of this Agreement (Class Action Waiver), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement shall still apply.

b. Small Claims Court: Notwithstanding Section 17(a), you may elect to litigate your Claim in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. You agree to bring a Claim in small claims court in your county of residence.

18. General Terms.

a. Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Company and you regarding the Program, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Company and you regarding the Program. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

b. Notices. Any notices or other communications provided by Company under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Program Website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

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

19. Contact Information. If you have any questions about these Terms or the Program, please contact Thunder at info@thundercore.com.