

Terms of Service
Last Updated: October 5, 2025

Please read these Terms of Service (the “**Terms**”) and our Privacy Notice ([app.hightop.com/privacy.pdf]) (“**Privacy Notice**”) carefully because they govern your use of the website located at hightop.com (the “**Site**”) and the interface accessible via the Site and any corresponding mobile application (“**App**”) offered by Genesis Block Financial, Inc. d/b/a Hightop (“**Hightop**”) that enables you to set transaction parameters and execute transactions on proprietary and third party blockchain protocols based on these parameters. To make these Terms easier to read, the Site, our services and App are collectively called the “**Interface**.”

NOTICE ON PROHIBITED USE – RESTRICTED PERSONS: THE SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY: PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “**RESTRICTED PERSON**”). THEREFORE, IF YOU ARE A RESTRICTED PERSON, DO NOT ATTEMPT TO USE THE SERVICES. USE OF A VIRTUAL PRIVATE NETWORK (“**VPN**”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND HIGHTOP THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 16 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 16 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 15 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.

1. **Agreement to Terms.** By using our Interface, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Interface.
2. **Privacy Notice.** Please review our Privacy Notice, which also governs your use of the Interface, for information on how we collect, use and share your information.
3. **Changes to these Terms or the Interface.** We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site, to the App and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Interface. If you continue to use the Interface after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Interface anymore. Because our Interface are evolving over time we may change or discontinue all or any part of the Interface, at any time and without notice, at our sole discretion.
4. **Eligibility; About the Interface**
 - (a) You may use the Interface only if you are 18 years or older and capable of forming a binding contract with Hightop, and not otherwise barred from using the Interface under applicable law.
 - (b) By using our Interface, you represent and warrant to Hightop the following: (i) you are not a resident, national, or agent of the Cuba, Iran, North Korea, Syria, Belarus, Russia, and the Crimea, Luhansk, Donetsk, Zaporizhzhia, and Kherson regions of Ukraine, or any other country or jurisdiction to which the United States embargoes goods or imposes similar sanctions (collectively, “**Restricted**

Territories"); (ii) you are not a member of any sanctions list or equivalent established by the United States, the United Nations Security Council, or the European Union (collectively, "**Restricted Persons**") and you do not intend to transact with any Restricted Person; and (iii) you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Interface. In order to protect the integrity of the Interface, we reserve the right, at any time, in our sole discretion, to block access to the Interface from certain IP addresses and unique device identifiers. About. The Interface facilitates your access and use of the Ripe Protocol to enact transactions.

(c) **Wallet.** You may use the Interface by linking your digital wallet which allows you to in transactions and take actions through the Interface (a "**Wallet**"). If you do not have a Wallet, you may follow the steps within the Interface to download any third party Wallet and connect to the Interface with that extension. Once you submit any transaction through the Interface, your transaction is passed on to the applicable extension, which completes the transaction on your behalf.

(d) **Transactions Are Conducted on the Blockchain.** Hightop does not buy, sell, or take custody or possession of any digital assets, nor does it act as an agent or custodian for any user of the Interface. We will have no insight into or control over these payments, nor do we have the ability to reverse any payments or transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Interface.

(e) **Limitations.** In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, Hightop may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Interface. Such limitations may include, where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Interface.

5. **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Interface ("**Feedback**"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

6. **Fees.** Transactions facilitated by the Interface may be subject to fees that Hightop collects to support the Interface (which may be a percentage of your rewards), as posted on the Interface, or otherwise set forth in these Terms, and you agree to pay such fees. In addition, you agree to pay any applicable fees, including Gas Fees, hosting fees, and other fees in connection with transactions on the Interface. "**Gas Fees**" mean the fees that fund the network of computers that run the decentralized blockchain network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the blockchain network.

7. **Your Content, Input and Output.**

(a) Posting Content. Our Interface may allow you to store or share content such as text (in posts or communications with others), files, documents, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Interface is referred to as "**User Content**". Hightop 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 your User Content.

(b) Permissions to Your User Content. By making any User Content and Input (defined below) available through the Interface you hereby grant to Hightop a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content and Input in connection with operating and providing the Interface and Hightop's other products and services. The foregoing license includes the right to use de-identified and/or aggregated User Content and Input with training algorithms, machine learning, and artificial intelligence (including generative tools) used in connection with the

Interface. Please note that we will de-identify and/or aggregate User Content prior to using them to train and improve our Interface or to develop new products and services.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content and Input. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content and Input under these Terms. You represent and warrant that neither your User Content and Input, nor your use and provision of your User Content or Input to be made available through the Interface, nor any use of your User Content or Input by Hightop on or through the Interface 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.

(d) Input and Output. The Interface may generate output for you (each, “**Output**”) in response to: (i) your interaction, request or input; or (ii) User Content uploaded or submitted to influence the Output or Interface (collectively, “**Input**”). As between you and Hightop, to the extent permitted by applicable law and subject to Section 7(e): (1) you own all Input that you provide; and (2) subject to your compliance with these Terms (including Section 9(c)), Hightop assigns to you its right, title and interest in and to the Output generated by your Input. Hightop may use and modify Input and Output to enforce any applicable acceptable use policies or usage policies as set forth in Section 9(b) and to comply with applicable law.

(e) Hightop's Intellectual Property. We may make available through the Interface content, including Output, that is subject to intellectual property rights. We retain all rights to that content, and to the Interface, including all AI models and systems.

8. **Rights and Terms for Apps.**

(a) App License. If you comply with these Terms, Hightop grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for your own personal purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

(b) Additional Information: Apple App Store. This Section 8(b) applies to any App that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

- 9. General Prohibitions and Hightop's Enforcement Rights.** You agree not to do any of the following:
- (a)** Post, upload, publish, submit or transmit any User Content or Output 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 the Interface or any Output in a manner that violates the OpenAI Usage Policies located at <https://openai.com/policies/usage-policies>, or any other such usage policies as applicable;
 - (c)** utilize the Interface (including any AI models or derivatives thereof), documentation, Input or Output to train, improve or have trained or improved an AI model (e.g., engage in "model scraping");
 - (d)** Use, display, mirror or frame the Interface or any individual element within the Interface, Hightop's name, any Hightop trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Hightop's express written consent;
 - (e)** Access, tamper with, or use non-public areas of the Interface, Hightop's computer systems, or the technical delivery systems of Hightop's providers;
 - (f)** Attempt to probe, scan or test the vulnerability of any Hightop system or network or breach any security or authentication measures;
 - (g)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Hightop or any of Hightop's providers or any other third party (including another user) to protect the Interface;
 - (h)** Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Hightop or other available third-party web browsers;
 - (i)** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
 - (j)** Use any meta tags or other hidden text or metadata utilizing a Hightop trademark, logo URL or product name without Hightop's express written consent;
 - (k)** Use the Interface, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
 - (l)** Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Interface to send altered, deceptive or false source-identifying information;
 - (m)** Attempt to decipher, decompile, disassemble reverse engineer, engage in any of the adversarial attacks set forth in the NIST AI 100-2 E2023 publication available at <https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.100-2e2023.pdf>, or otherwise attempt to derive or gain improper access to any of the software, components, models, algorithms or systems used to provide the Interface;

- (n) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Interface;
- (o) Collect or store any personally identifiable information from the Interface from other users of the Interface without their express permission;
- (p) Impersonate or misrepresent your affiliation with any person or entity;
- (q) Violate any applicable law or regulation; or
- (r) Encourage or enable any other individual to do any of the foregoing.

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

10. Links to Third Party Websites or Resources. The Interface may allow you to access certain features and functionalities as we determine to make them available in our sole discretion, which may allow you to interface or interact with, access and/or use compatible third party services, products, technology and content (collectively, “**Third Party Services**”) We provide access only as a convenience and are not responsible for the content, products, or Interface on or available from those resources or links displayed on such websites. You acknowledge and agree that: (i) the Hightop is not the provider of the Third Party Services and is not responsible for any compatibility issues, errors or bugs in the Interface or Third Party Services caused in whole or in part by the Third Party Services or any update or upgrade thereto; (ii) your ability to access to a Third Party Service via the Interface shall not be deemed as the Hightop’s endorsement of such Third Party Service, and (iii) you are solely responsible for maintaining your compliance and eligibility to use or access the Third Party Services and obtaining any associated licenses and consents necessary to use the Third Party Services in connection with the Interface.

11. Termination. We may suspend or terminate your access to and use of the Interface, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at the contact information found on our Site. Upon any termination, discontinuation or cancellation of the Interface or your account, the following Sections will survive: 6 (only for payments due and owing to Hightop prior to the termination), 7(b), 7(c), 7(d), 9, 11, 12, 12(b), 14, 15, 16 and 17.

12. Warranty Disclaimers.

(a) General Disclaimer. THE INTERFACE AND OUTPUT 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, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Interface or Output 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 information or content on the Interface or Output.

(b) Similarity, Accuracy and Appropriateness of Output. Due to the nature of machine learning, Output may not be unique and the Interface may generate the same or similar output for Hightop or a third party. Hightop’s assignment of Output as set forth in Section 7(d) does not extend to other Hightop

customers' output. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING, THE INTERFACE MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE INPUT PROVIDED AND YOUR COMPLIANCE WITH THESE TERMS, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, Hightop WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM USER CONTENT, INPUT, OUTPUT OR THEIR USE. You will evaluate the content, nature and accuracy of any Output as appropriate for the applicable use case, including by using human review of the Output.

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

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

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

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

13. Indemnity. You will indemnify and hold Hightop and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Interface, (b) your User Content, Input, Output or their processing or use by Hightop, (c) your violation of any third party's rights, including, but not limited to, intellectual property rights, right of privacy, right of publicity and confidentiality, or (d) your violation of these Terms.

14. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER HIGHTOP NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE INTERFACE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST

SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE INTERFACE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HIGHTOP OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL HIGHTOP'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING FROM ALL CLAIMS UNDER OR RELATED TO THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE EXCEED THE AMOUNTS ACTUAL PAID BY YOU OR ARE PAYABLE BY YOU TO HIGHTOP FOR USE OF THE INTERFACE, PROVIDED THAT IN NO EVENT WILL HIGHTOP'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS \$100.00.

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

15. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 16 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Hightop are not required to arbitrate will be the state and federal courts located in the San Francisco County, and you and Hightop each waive any objection to jurisdiction and venue in such courts.

16. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Interface (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Hightop agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Hightop 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.

(b) Exceptions. As limited exceptions to Section 16(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 16(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND HIGHTOP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 16(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

17. General Terms.

(a) Reservation of Rights. Hightop and its licensors exclusively own all right, title and interest in and to the Interface, including all associated intellectual property rights. You acknowledge that the Interface are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Interface.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Hightop and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between Hightop and you regarding the Interface. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Hightop's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Hightop 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.

(c) Notices. Any notices or other communications provided by Hightop under these Terms will be given: (i) via email; or (ii) by posting to the Interface. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Hightop'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 Hightop. 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.