

FilCDN Terms of Service
Last Updated: 12th August 2025

Please read these Terms of Service (the “**Terms**”) and our Privacy Notice (<https://filcdn.com/privacy-policy>) (“**Privacy Notice**”) carefully because they govern your use of the website located at <https://filcdn.com> (the “**Site**”) and interface at <https://filcdn.io> (“**FilCDN**”) and the services and related products, including participation in our content delivery network (CDN) accessible via the Site offered by Space Meridian, a Cayman Islands exempted company (“**FilCDN**”, “**we**”, “**us**” or “**our**”). To make these Terms easier to read, the Site, FilCDN and our services are collectively called the “**Services**.”

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 OR PERSONS OR ENTITIES THAT APPEAR ON ANY SANCTIONS LIST MAINTAINED BY THE UNITED STATES’ DEPARTMENT OF TREASURY’S OFFICE FOR ASSETS CONTROL, HIS MAJESTY’S TREASURY OF THE UNITED KINGDOM (AS EXTENDED TO THE CAYMAN ISLANDS BY STATUTORY INSTRUMENT), THE GOVERNOR OF THE CAYMAN ISLANDS (OR THE CAYMAN ISLANDS FINANCIAL REPORTING AUTHORITY SUBJECT TO DELEGATION FROM THE GOVERNOR) THE UNITED NATIONS SECURITY COUNCIL, THE EUROPEAN UNION OR ITS MEMBER STATES, OR ANY OTHER GOVERNMENT AUTHORITY (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “**RESTRICTED PERSON**”).

IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE SERVICES OR ACCESS THE SERVICES VIA A VIRTUAL PRIVATE NETWORK (“**VPN**”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND FILCDN THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 19 (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 19 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 18 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.

1. Agreement to Terms. By using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you are not authorized to use the Services. If you are accessing and using the Services 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 entity to these Terms. In that case, “you” and “your” will refer to that entity.

2. Privacy Notice. Please review our Privacy Notice, which also governs your use of the Services, for information on how we collect, use and share your information and agree to provide this Privacy Notice (or any updated version thereof as may be provided from time to time) to each individual (such as any individual directors, shareholders, beneficial owners, authorized signatories, trustees or others) whose personal data you provide to the FilCDN.

3. Changes to these Terms or the Services. We may update the Terms from time to time at our sole discretion. If we do, we will let you know by posting the updated Terms on the Site and/or may also send other communications. It is important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time, and without notice, at our sole discretion.

4. Who May Use the Services?

(a) Eligibility. You may use the Services only if you are at least 18 years old, capable of forming a binding contract with FilCDN, and not otherwise barred from using the Services under applicable law.

(b) Compliance. In order to protect the integrity of the Services, we reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers, and to apply IP address detection and address verification measures. For the purposes of the Terms, “**Restricted Territory**” means any country or jurisdiction to which the United States, the United Kingdom or the Cayman Islands embargoes goods or imposes similar sanctions, which includes as of the date last updated Cuba, Iran, North Korea, Syria, Belarus, Russia, and the Crimea, Luhansk, Donetsk, Zaporizhzhia, and Kherson regions of Ukraine.

(c) You will provide us with any information that we from time to time determine to be necessary or appropriate (i) to comply with applicable laws and regulations of any applicable jurisdiction; and (ii) to respond to requests for information concerning any from governmental authority. You understand and acknowledge that we may be required to report any action or failure to comply with information requests and to disclose your information to governmental authorities, in certain circumstances without notifying you that the information has been so provided. You further understand and agree that any failure on your part to comply with this Clause will allow us to terminate or suspend your account and access to the Services.

5. Using the Services.

(a) FilCDN allows you to retrieve a file that has been stored on “**Filecoin Onchain Cloud**” using proof of data possession (PDP) for storage and this CDN for retrieval. FilCDN uses third party services to offer the Services.

(b) You may use the Services by linking your digital wallet (a “**Wallet**”) which allows you to initiate transactions on Filecoin Onchain Cloud and pay for the Services. To access certain Filecoin Onchain Cloud services including Filecoin PDP storage, your Wallet must contain USDFC. If you do not have a Filecoin Wallet, you may follow the steps within the Services to download any third party Wallet and connect to the Filecoin Onchain Cloud. Once you submit any transaction through Filecoin Onchain Cloud, your transaction is executed by the Wallet, which completes the transaction on your behalf.

(c) Transactions Are Conducted on the Blockchain. FilCDN 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 Services or Filecoin Onchain Cloud. We will have no 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 Services.

(d) Support and Service Levels. FilCDN will pass on any service level agreements (SLAs) provided by its third party service providers to you. You acknowledge and agree that any SLAs are performance targets provided by a third party and FilCDN makes no warranty with respect to the performance of the Services.

(e) Suspension or Termination. We may suspend or terminate your access to the Services at any time in connection with any transaction as required by applicable law, any governmental authority, or if we, in our sole and reasonable discretion, determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not constitute a breach of these Terms by FilCDN. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, FilCDN may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations may include, where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Services.

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

7. Your Stored Data; Stored Data Upload and Retrieval.

(a) Uploading Stored Data & Proof of Data Possession. Filecoin Onchain Cloud may allow you to store or share content such as data, text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as “**Stored Data**”. FilCDN does not claim any ownership rights in any Stored Data and nothing in these Terms will be deemed to restrict any rights that you may have to your Stored Data. Upon

upload, possession of the Stored Data will be verified through a Proof of Data Possession (“PDP”) protocol.

(b) Permissions to Your Stored Data. By making any Stored Data available publicly through the Services you hereby grant to FilCDN a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, distribute, publicly display, and publicly perform your Stored Data in connection with operating and providing the Services.

(c) Your Responsibility for Stored Data. You are solely responsible for all your Stored Data. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your Stored Data under these Terms. You represent and warrant that neither your Stored Data, nor your use and provision of your Stored Data to be made available through the Services, nor any use of your Stored Data by FilCDN on or through the Services 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) Retrieving Stored Data. To retrieve your Stored Data, you will submit a request to FilCDN. FilCDN will then verify your Stored Data if you use the Synapse SDK, fetch your Stored Data and send it to you.

(e) Removal of Stored Data. You can remove your Stored Data by specifically deleting it with the Storage Provider. You should know that in certain instances, some of your Stored Data (such as posts or comments you make) may not be completely removed and copies of your Stored Data (such as cached copies) may continue to exist on the Services for a period of time. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your Stored Data.

(f) FilCDN’s Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We or our licensors, or third parties who otherwise own the intellectual property rights, retain all rights to that content.

8. Payments.

(a) Fees. In exchange for the Services, you agree to pay FilCDN any applicable fees, including Gas Fees and egress fees, in connection with transactions for the Services. For each Stored Data transaction that includes “withCDN” in the storage options, FilCDN will initially charge you a flat fee for unlimited egress, and soon will charge you a fee per byte of egress used. “Gas Fees” mean the fees that fund the network of computers that run the decentralized Filecoin blockchain network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the blockchain network.

(b) Tax and Regulatory Compliance. You are solely responsible for all costs incurred by you in using the Services, and for determining, collecting, reporting, and paying all applicable Taxes that you may be required by law to collect and remit to any governmental or regulatory agencies. As used herein, “Taxes” means the taxes, duties, levies, tariffs, and other charges imposed by any federal, state, multinational or local governmental or regulatory authority. You are solely responsible for maintaining all relevant Tax records and complying with any reporting

requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We may request information about you in connection with our legal, regulatory and tax obligations and reserve the right to report any activity occurring using the Services to relevant legal, regulatory and tax authorities as required under applicable law.

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

(a) Post, upload, publish, submit or transmit any Stored Data 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 Services or any individual element within the Services, FilCDN's name, any FilCDN trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without FilCDN's express written consent;

(c) Access, tamper with, or use non-public areas of the Services, FilCDN's computer systems, or the technical delivery systems of FilCDN's providers;

(d) Attempt to probe, scan, or test the vulnerability of any FilCDN 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 FilCDN or any of FilCDN's providers or any other third party (including another user) to protect the Services;

(f) Attempt to access or search the Services or download content from the Services 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 or recommended by FilCDN 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 the Services, 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;

(i) 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 Services to send altered, deceptive, or false source-identifying information;

(j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(k) 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 Services;

(l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(m) Impersonate or misrepresent your affiliation with any person or entity;

(n) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") or other sanctions program implemented by the United Nations, United Kingdom (as extended to the Cayman Islands by Statutory Order) or the Cayman Islands, or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing, proliferation financing or deliberately engaging in activities designed to adversely affect the performance of the Services);

(o) Engage in wash trading or other deceptive or manipulative trading activities;

(p) Fabricate in any way any transaction or process related thereto;

(q) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services, or that otherwise prevents us from correctly identifying the IP address and geographic location of the computer you are using to access the Services;

(r) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

(s) Violate any applicable law or regulation; or

(t) Encourage or enable any other individual to do any of the foregoing.

FilCDN is not obligated to monitor access to or use of the Services or to review or edit any Services content. However, we have the right to do so for the purpose of operating the Services, 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 Stored Data, 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 Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

10. Copyright Policy. FilCDN respects copyright law and expects its users to do the same. It is FilCDN's policy to terminate in appropriate circumstances users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see FilCDN's Copyright Policy at [\[insert link\]](#), for further information.

11. Links to Third Party Websites or Resources. The Services 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 services on or available from those resources or links displayed on such websites. You acknowledge and agree that: (i) FilCDN is not the provider of the Third Party Services and is not responsible for any compatibility issues, errors or bugs in the Services 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 a Third Party Service via the Services shall not be deemed as the FilCDN'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 Services.

12. Termination. We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You acknowledge and agree that we shall have no liability or obligation to you in such an event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. Upon any termination, discontinuation or cancellation of the Services, the following Sections will survive: 6, 7(b), 7(c), 7(e), 10, 13, 14, 15, 16, 17, 18, 19 and 20.

13. Warranty Disclaimers. THE SERVICES, ANY CONTENT CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. FILCDN (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES (INCLUDING ANY MATERIAL, INFORMATION, OR CONTENT THEREIN): (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (III) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. FILCDN DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY MATERIAL, INFORMATION, OR CONTENT CONTAINED THEREIN. WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN

CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION, OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES.

FILCDN 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 SERVICES 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 SERVICES 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 SERVICES 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.

FILCDN 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 SERVICES; 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.

14. Assumption of Risk. You accept, acknowledge, and assume the following risks:

(a) There are risks associated with using Internet based digital assets, including but not limited to, the risk of hardware, software, and Internet connection and service issues, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital wallet. FilCDN will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when effecting transactions involving supported digital assets, however caused, including Gas Fees paid or payable in connection therewith.

(b) The Services may rely on third-party platforms to perform transactions with respect to any digital assets. If we are unable to maintain a good relationship with such platform

providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Services may suffer.

(c) By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or experience other abnormal behavior. FilCDN is not responsible for any issues with the blockchains, including forks, technical node issues, or any other issues that may result in fund losses. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

15. Indemnity. You will indemnify, defend (at FilCDN's option), and hold FilCDN and its affiliates and their respective officers, directors, supervisors, employees and agents (each an "**Indemnified Person**"), 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 Services, (b) your Stored Data, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without FilCDN's prior written approval.

16. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER FILCDN NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES 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 SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FILCDN 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 FILCDN'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 SERVICES EXCEED THE AMOUNTS ACTUAL PAID BY YOU OR ARE

PAYABLE BY YOU TO FILCDN FOR USE OF THE SERVICES, PROVIDED THAT IN NO EVENT WILL FILCDN'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 FILCDN AND YOU.

17. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the laws of the Cayman Islands, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 18 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and FilCDN are not required to arbitrate will be the courts located in the Cayman Islands, and you and FilCDN each waive any objection to jurisdiction and venue in such courts.

18. Dispute Resolution.

(a) Informal Dispute Resolution. You and FilCDN must first attempt to resolve 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 Services (collectively, "**Disputes**") informally. Accordingly, neither you nor FilCDN may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver written notices via hand or first-class mail to us at *FilCDN - Space Meridian, Stuarts Corporate Services Ltd, Kensington House, 69 Dr. Roy's Drive George Town, Grand Cayman KY1-1104, Cayman Islands*. Notwithstanding the foregoing, 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 at any time.

(b) Mandatory Arbitration of Disputes. We each agree that any Disputes will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and FilCDN agree that the Cayman Islands law governs the interpretation and enforcement of these Terms, and that you and FilCDN are each waiving any right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(c) Exceptions. As limited exceptions to Section 19(a) above: (i) we both may seek to resolve a Dispute in the Summary Court of the Cayman Islands 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.

(d) Conducting Arbitration and Arbitration Rules. 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. Any Disputes arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination

thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by binding arbitration to be administered by the Cayman International Mediation and Arbitration Centre (CI-MAC) in accordance with the CI-MAC Arbitration Rules (the “**Arbitration Rules**”) in force as at the date of these Terms, which Arbitration Rules are deemed to be incorporated by reference to these Terms. The arbitration shall be conducted in the English language and the place of arbitration shall be in George Town, Grand Cayman, Cayman Islands. The arbitration shall be determined by a sole arbitrator to be appointed in accordance with the Arbitration Rules. The decision of the sole arbitrator to any such dispute, controversy, difference or claim shall be in writing and shall be final and binding upon both parties without any right of appeal, and judgment upon any award thus obtained may be entered in or enforced by any court having jurisdiction thereof. If any litigation or arbitration is necessary to enforce the terms of these Terms, the prevailing party will be entitled to have their attorney fees paid by the other party. Each party waives any right it may have to assert the doctrine of forum non conveniens, to assert that it is not subject to the jurisdiction of such arbitration or courts or to object to venue to the extent any proceeding is brought in accordance herewith.

(e) Arbitration Costs. Responsibility of payment of all filing, administration and arbitrator fees will be governed by the Arbitration Rules. The parties agree that the prevailing party in arbitration will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(f) Injunctive and Declaratory Relief. Except as provided in Section 19(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.

(g) Class Action Waiver. **YOU AND FILCDN 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.

(h) Severability. With the exception of any of the provisions in Section 19(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.

19. General Terms.

(a) Reservation of Rights. FilCDN and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services 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 Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between FilCDN and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between FilCDN and you regarding the Services. 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 FilCDN'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 and void in its entirety. FilCDN 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 FilCDN under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

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

(e) Third Party Rights.

(i) Any Indemnified Person not being a party to these Terms, may enforce any rights granted to it pursuant to these Terms in its own right as if it were a party to these Terms.

(ii) Except as expressly provided in paragraph 20(e)(i) above, a person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act (as amended) of the Cayman Islands to enforce any term of these Terms.

(iii) Notwithstanding any term of these Terms, the consent of or notice to any person who is not a party to these Terms shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under these Terms at any time.

20. Contact Information. If you have any questions about these Terms or the Services, please contact FilCDN at filcdn@meridian.space.

