

# Clip Terms of Service

*Last updated: May 8, 2025*

These Terms of Service (these "Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Clip Labs, Inc. ("Clip," "we," or "us," and together with "you," the "Parties" and each individually, a "Party"), concerning your access to and use of the theclip.fun, along with our related websites, hosted applications, mobile or other downloadable applications, as well as any other technology and services provided by us (collectively, the "Services").

BY SIGNING IN WITH FARCASTER OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING CLIP'S PRIVACY POLICY, (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND CLIP'S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY CLIP AND BY YOU TO BE BOUND BY THESE TERMS.

If you have any questions about the Services or these Terms please contact us at [support@theclip.fun](mailto:support@theclip.fun)

**ARBITRATION NOTICE.** Except for certain kinds of disputes described in Dispute Resolution and Arbitration, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND CLIP ARE **EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

## **1. SERVICES OVERVIEW:**

The Services allow you to leverage Base blockchain to discover, explore, and ERC20 Tokens (defined below), to build tools and communities around your ERC20 Token projects, and to connect with others on a peer-to-peer basis to buy, sell, and transfer ERC20 Tokens.

## **2.1 ELIGIBILITY:**

You must be at least 18 years of age to use the Services. If you are under 18 but at least 13 years old, you may only use the Services through a parent or guardian's account and with their approval and oversight. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 18 years old; (ii) you have not previously been suspended or removed from the Services; (iii) your registration and your use of the Services is in compliance with any and all applicable laws and regulations; and (iv) if you are the parent or guardian of a user under the

age of 18 (a “Minor”), that you are accepting these Terms on behalf of such Minor, authorizing such Minor to use the Services pursuant to the account you’ve established on the Services, and remain liable for all activities of the Minor arising out of the Minor’s use of the Services. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

## **2.2 Regulatory Compliance:**

You are not permitted to access the Services if you engage in any activity in violation of regulations administered by the US Foreign Asset Control or any other relevant sanctions authorities. This includes if you: (i) are or are acting on behalf of any other person who is (or if you are an entity, you are owned or controlled by any other person who is), identified on any list of prohibited parties, including the U.S. Treasury Department’s Specially Designated Nationals list and Foreign Sanctions Evaders list; or (ii) are located, ordinarily a resident, organized, established, or domiciled in a jurisdiction that is subject to a comprehensive U.S. embargo.

## **3. ACCESSING THE SERVICES:**

To access most features of the Services, you will be required to verify your identity by signing in with Farcaster or via email address and either create or connect a digital cryptocurrency wallet (“Wallet”) to the Services to create an account. Once your account has been registered, you can add additional information to your profile. Your Wallet address, username (if applicable), and other information you voluntarily add to your profile may be publicly displayed on the Services when you connect your Wallet, and you consent to such public display. For additional information about your account and profile data, please see our Privacy Policy.

## **4. WALLETS**

### **4.1. Access:**

The Services access public data from the blockchain related to your Wallet to enable you to use your Wallet to facilitate sales and purchases of ERC20 Tokens, and to verify your ownership of certain ERC20 Tokens, verify your account, and otherwise provide the intended functionality of the Services.

### **4.2. Privy Wallet:**

Clip partners with Privy, a third party non-custodial wallet infrastructure provider, to allow users to create a Clip account that includes a self-custodial Wallet that can be accessed via the Services ("Privy Wallet"). By creating or using a Privy Wallet in connection with the Services, you agree that you are using the Privy Wallet under Privy's terms and conditions available at <https://www.privy.io/terms-of-service>. Only you can sign transactions and access and control your Wallet's contents. Clip does not have custody, possession, control, or otherwise have access to your Privy Wallet or any assets that may be contained therein, and does not have access to or store any passwords, recovery phrases, private keys, passkeys, or any other credentials associated with user Wallets or your use of the Services. You are solely responsible for securing your Clip account and Privy Wallet authentication credentials, passkeys, and private keys.

### **4.3. Assistance:**

If you notice any unauthorized or suspicious activity in your Privy Wallets that are related or linked to the Services, please notify us immediately at [support@theclip.fun](mailto:support@theclip.fun). However, Clip shall have no duty or obligation to assist you in connection with such activity related to a Wallet, including if you are unable to locate your Wallet credentials.

## **5.1 Creating ERC20 Tokens:**

Our Service allows users to create and launch ERC20 Token collections whenever a Post is made on Clip. As Clip lacks the ability to control how a third party may use Clip, it can't reasonably prohibit a third party from making unauthorized reproductions of the content of an ERC20 Token (e.g., an unauthorized screen capture), and the owner of any intellectual property rights in an ERC20 Token is solely responsible for enforcement of such rights.

## **5.2 Fees for Creating:**

There are no fees paid to Clip for creating your ERC20 Tokens. However, transactions on a Base Blockchain requires a fee to cover the computational resources expended to execute the transaction (the "Gas Fee"). You are responsible for paying the Gas Fees associated with minting an ERC20 Token.

### **5.3 Responsibility for Your ERC20 Tokens:**

You are solely responsible for the ERC20 Tokens you create using Clip, including for clearing the rights to any third-party content included in your ERC20 Tokens, including the rights of privacy and publicity, and for any third-party claims of copyright, trademark, or other intellectual property infringement or violation of any rights of privacy or publicity. You agree to indemnify, defend, and hold Clip and its officers, directors, employees, shareholders, creditors, lenders, lawyers, advisors, insurers, predecessors, successors, affiliates, and assigns (collectively, "Clip Parties"), harmless from and against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the minting, sale, reproduction, distribution, public display, public performance, communication to the public, advertising, marketing, promoting or other use or exploitation of your ERC20 Tokens.

**5.4. Buying & Selling ERC20 Tokens on Clip Market.** Each transaction on Clip is directly between the buyer and seller of the applicable ERC20 Token.

**5.5 ERC20 Token Purchase Terms:** All ERC20 Tokens launched on Clip are Memecoins i.e. they have no intrinsic value and the value of all digital assets including memecoin can go to zero. Each applicable buyer and seller of an ERC20 Token are responsible for agreeing to all terms related to the ERC20 Token transaction, including for all intellectual property rights associated with the ERC20 Token (if any), and any other benefits related to the ERC20 Token (collectively, the "ERC20 Token Purchase Terms"). ERC20 Token Purchase Terms may include third-party terms, such as terms set by the creator of the ERC20 Token, including, by way of example, limitations on commercial use of an ERC20 Token, prohibited associations for the ERC20 Token, and assignment of any intellectual property rights in and to the ERC20 Token, although the sale of an ERC20 Token does not imply the transfer of any rights to any intellectual property embodied in an ERC20 Token. Clip is not a party to any such ERC20 Token Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, agreeing to, adhering to, and enforcing ERC20 Token Purchase Terms. You, as either the buyer or the seller, are solely responsible for reviewing such ERC20 Token Purchase Terms, and hereby agree that Clip will not be liable for any ERC20 Token Purchase Terms.

**5.6 Disputes:** Clip will not be a party to any disputes or negotiations of disputes between users. You agree to resolve all such disputes with any other users of the Services directly and without involving Clip in such dispute. Responsibility for the decisions you make regarding ERC20 Tokens offered via the Services rests solely with you. If Clip is required to participate in any such dispute, then you will indemnify, defend, and hold the Clip Parties harmless from and against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any such dispute.

## **5.7. Supported Crypto Assets, ERC20 Tokens, and Fiat Currencies.**

### **5.7.1. General:**

The crypto assets, ERC20 Tokens, and fiat currencies supported by the Services are subject to change at our sole discretion and without prior notice. Certain crypto assets, ERC20 Tokens, or fiat currencies may be restricted from the Services for any reason, including but not limited to, user harm prevention, legal and regulatory compliance, and enforcement of these Terms. Existing support for any crypto assets, ERC20 Tokens, or fiat currencies under the Services does not guarantee any continuous support in the future. You are solely responsible for monitoring which crypto assets, ERC20 Tokens, and fiat currencies are supported by the Services. We are not liable for discontinuation of support of any particular crypto asset, ERC20 Token, or fiat currency. We reserve the right to, and by using the services you acknowledge and agree that we may, discontinue supporting any crypto asset, ERC20 Token, or fiat currency with or without notice. Under no circumstances will we be liable for any direct or indirect losses, damages, or costs that you may suffer in connection with any actions or inaction we may take in accordance with these Terms to discontinue our support of a crypto asset, ERC20 Token, or fiat currency.

### **5.7.2. Risks:**

There are substantial risks associated with transactions involving crypto assets, including ERC20 Tokens. You should carefully evaluate whether the Services are suitable for you, considering your circumstances, knowledge, and financial resources. While some of these risks are outlined herein, it is not an exhaustive list and may not encompass all risks associated with your use of the Services. By accessing and using the Services, you acknowledge and agree that you assume all risks associated with such actions, and we are not liable for any losses you may incur due to these risks.

### **5.7.3. Disclosure:**

Support of any crypto asset by the Services does not constitute (i) an offer or solicitation to invest in, buy, or sell any interests or shares, or to participate in any investment or trading strategy, (ii) accounting, legal, or tax advice, or investment recommendations, or (iii) an official statement of Clip. Clip may have financial interests in certain crypto assets that are supported by the Services. Prior to making any investment decisions, we advise that you first consult with your advisors.

### **5.7.4. No representation or warranty:**

No representation or warranty is made, expressed, or implied regarding the accuracy of the information or the future performance of any crypto asset, financial instrument, or other market or economic measure. Clip does not endorse or approve any links or third-party websites provided through the Services for the purpose of facilitating user due diligence efforts, or for other educational or informational purposes.

## **6. USER CONTENT**

### **6.1. Limited License Grant to Clip:**

By submitting, uploading, publishing, storing, broadcasting, minting or otherwise transmitting (collectively, "Posting") Content to or through the Services ("User Content"), you grant us an unrestricted, assignable, sublicensable, revocable, royalty-free, fully paid-up license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit, and otherwise exploit and use all or any part of such User Content by any means and through any media and formats, whether now known or hereafter developed, for the purposes of: (i) advertising, marketing and promoting Clip, the Services, and the availability of your User Content on the Services; (ii) displaying and sharing your User Content to other users of the Services; and (iii) providing, operating, and improving the Services as authorized by these Terms. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for User Content Posted or otherwise used on external services via the Services. For clarity, Clip does not claim any ownership of User Content and has no right to use User Content other than in accordance with these terms or otherwise absent your express permission. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from Clip's exercise of the license set forth in this Section.

### **6.2 Specific Rules for Photographs, Images and Video:**

If you Post a photograph or image to the Services that includes one or more persons, you hereby grant such persons and their administrators, guardians, heirs, and trustees, if any, an irrevocable, perpetual, royalty free, fully paid-up, worldwide license to reproduce, distribute, and publicly display that photograph for personal use and through any online platform or service, including the Services, Facebook, Instagram, and Twitter, but not to promote any third-party product, good, or service. The license contained in this Section does not permit the subject of any photo or their administrators, guardians, heirs, or trustees to sell that image or photograph, whether on a standalone basis or as embodied in any product. Notwithstanding the foregoing, this Section 6.2 only applies to the extent there is not a conflicting agreement between the photographer and the subject(s) of the photo. You and the subject of any photograph or other original work of authorship you Post to the Services are free to negotiate terms and conditions to supersede the provisions of this Section 6.2.

### **6.3. You Must Have Rights to the Content You Post:**

**User Content Representations and Warranties.** You must not Post any User Content that violates these Terms or for which you do not have all the rights necessary to grant the licenses described herein. You represent and warrant that your User Content, the source and underlying materials used in creating the User Content, and our use of such content as permitted by these Terms, will not violate any rights of or cause injury to any person or entity. Clip disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Services. By providing User Content via the Services, you affirm, represent, and warrant to us that:

**6.4.1:**

You are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Clip and users of the Services to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Clip, the Services, and these Terms;

**6.4.2:**

your User Content, and the Posting or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Clip to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and

**6.4.3:**

Your User Content is not in violation of applicable law and could not be deemed by a reasonable person to be harassing, threatening, or hateful.

**6.5. User Content Disclaimer:**

We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. Clip may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Services, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Clip with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Clip does not permit infringing activities on the Services.

**6.6. Monitoring Content:**

Clip does not control and does not have any obligation to monitor: (i) User Content; (ii) any content made available by third parties; or (iii) the use of the Services by its users. You acknowledge and agree that Clip reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational and other purposes. If at any time Clip chooses to monitor the content, then Clip still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy (defined below). Clip may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Services without any

liability to the user who Posted such User Content to the Services or to any other users of the Services.

## **7. ACCESSING AND USING THE SERVICES**

### **7.1. License to the Services:**

Provided that you are eligible to use the Services, and subject to your complete and ongoing compliance with these Terms, Clip grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (i) install and use one object code copy of any mobile or other downloadable application associated with the Services (whether installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; and (ii) access and use the Services. We reserve all rights not expressly granted to you in and to the Services and the Clip Content.

### **7.2. License Restrictions:**

Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Services; (ii) make modifications to the Services; or (iii) interfere with or circumvent any feature of the Services, including any security or access control mechanism. If you are prohibited under applicable law from using the Services, then you may not use it.

## **8. INTELLECTUAL PROPERTY RIGHTS PROTECTION**

### **8.1. Respect of Third Party Rights:**

Clip respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Services to do the same. Infringing activity will not be tolerated on or through the Services.



## **9. SERVICES FEES:**

We charge fees for certain portions of the Services made available to you. Unless otherwise expressly stated in these Terms or as required by applicable law, all fees are non-refundable.

Clip charges two types of fees in connection with its Services: (a) a Market Making Fee of one percent (1%) applied to transactions facilitated on decentralized exchanges (DEXs) through Clip; and (b) a Trading Fee of one percent (1%) applied to transactions executed through Clip's user interface. These fees (collectively, the "Clip Fees") are subject to change at any time, in Clip's sole discretion, and without prior notice.

All Clip Fees are the sole property of Clip. Clip may, in its sole discretion, allocate or distribute a portion of such fees to users of the Services, including but not limited to content creators ("Creators") and commenters ("Commenters"). Any such allocation, the applicable percentage or ratio of distribution, and the identity of recipients may be modified, suspended, or terminated at any time by Clip, without prior notice.

Clip reserves the right, in its sole and absolute discretion, to establish and modify minimum eligibility thresholds and conditions for the distribution of any portion of Clip Fees to Commenters. By way of example and without limitation, Clip may elect to distribute a portion of Clip Fees to Commenters only if the aggregate size of the Comment Pool exceeds one United States dollar (US\$1) or such other threshold as Clip may determine from time to time. Further, only Commenters whose individual allocated reward equals or exceeds one United States cent (US\$0.01), or such other minimum amount as determined by Clip, may be eligible to receive distributions. Clip shall retain full discretion with respect to whether, when, and to whom any Comment Pool distributions are made, and nothing in these Terms shall obligate Clip to distribute any portion of the Comment Pool to any user.

The act of submitting a comment on any post on the Clip platform does not create any right, expectation, or entitlement to receive any portion of the Comment Earnings Pool. Clip reserves the sole and absolute discretion to determine the criteria for eligibility and selection of commenters who may receive distributions from the Comment Earnings Pool related to any post. No user shall have a claim to any such distribution solely by virtue of their commenting activity. Clip further retains the exclusive right to modify, suspend, or terminate the distribution of earnings at any time, for any reason, and without prior notice.

Any representations of estimated earnings or rewards in U.S. dollars or other fiat currencies are provided for illustrative purposes only and are based on the then-current exchange rates of ETH or applicable ERC-20 tokens. Such ERC-20 tokens may be illiquid, and you acknowledge and agree that their actual realizable value may be nominal or zero.

## **10. COMMUNICATIONS**

### **10.1. Emails:**

We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

### **10.2. Push Notifications:**

When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app, subject to your further approval to accept such notifications within the app.

## **11 PROHIBITED ACTIVITIES:**

You may not access or use the Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree not to:

### **11.1.**

Use the Services in a manner inconsistent with any applicable laws or regulations, including using the Services in a manner that is illegal or otherwise prohibited by law or regulation in any jurisdiction, or that is intended to harass, abuse, intimidate or violate the legal rights or privacy of any person;

### **11.2.**

trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;

### **11.3.**

harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Services;

### **11.4.**

violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

### **11.5.**

circumvent, disable, or otherwise interfere with security-related features of the Services;

### **11.6.**

use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition;

**11.7.**

make improper use of our support services or submit false reports of abuse or misconduct;

**11.8.**

upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services;

**11.9.**

attempt to impersonate another user or person or use the username of another user;

**11.10.**

interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services including denial of service attacks;

**11.11.**

sell or otherwise transfer the access granted under these Terms or any Clip Content (as defined in Section 6.1 (Definitions)) or any right or ability to view, access, or use any Materials;

**11.12.**

attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any Content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Services except to the extent that the activity is expressly permitted by applicable law;

**11.13.**

make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; or

**11.14.**

attempt to do or assist or permit any person in engaging in any of the acts described in Prohibited Activities.

**11.15.**

Engage bots to create posts or comment on Clip.

## **12 THIRD-PARTY TERMS**

### **12.1. Third-Party Services and Linked Websites.**

The Services may display, include or make available services, content, data, information, applications or other materials from third-parties, including, but not limited to, Privy Wallets, Third-Party ERC20 Tokens and charts, and Third-Party Sources (collectively “Third-Party Materials”). We provide access to Third-Party Materials only as a convenience to you and do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy of the content, products, or services on or accessible from those Third-Party Materials (including any related websites, resources, or links displayed therein). We make no warranties or representations, express or implied, about such Third-Party Materials, the third parties they are owned and operated by, the information contained on them, or the suitability of their products and services. Use of any Third-Party Materials is subject to any terms and conditions governing the Third-Party Materials. You acknowledge sole responsibility for and assume all risk arising from your use of any Third-Party Materials. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Clip will have no control over the information that has been shared.

### **12.2. Third-Party Software:**

The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“Third-Party Components”). Although the Services is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

**13 PRIVACY POLICY** Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, visit our privacy policy page.

## **14. TERM AND TERMINATION**

### **14.1. Term:**

These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Services and ending when terminated as described in Section 14.2 (Termination).

### **14.2. Termination:**

If you violate any provision of these Terms, then your authorization to access the Services and these Terms will automatically terminate. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Services (including blocking certain IP or device addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms or of any applicable law or regulation. We may terminate your use or participation in the Services or delete any User Content or information that you Post at any time, without warning, in our sole discretion. You may terminate your account and these Terms at any time by contacting customer service at [support@theclip.fun](mailto:support@theclip.fun)

### **14.3. Effect of Termination:**

Upon termination of these Terms: (i) your license rights will terminate and you must immediately cease all use of the Services; (ii) you will no longer be authorized to access your account or the Services; (iii) you must pay Clip any unpaid amount that was due prior to termination; and (iv) all payment obligations accrued prior to termination, all definitions, and Ownership; Proprietary Rights, Limited License Grant to Clip, Specific Rules for Photographs, Images and Videos, User Content Disclaimer, Effect of Termination, Dispute Resolution and Arbitration, Disclaimers; No Warranties by Clip, Limitations of Liability, Indemnification will survive. You are solely responsible for retaining copies of any User Content you Post to the Services since upon termination of your account, you may lose access rights to any User Content you Posted to the Services. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **15 SERVICES MODIFICATIONS AND INTERRUPTIONS**

### **15.1. Modification of the Services:**

We reserve the right to change, modify, or remove any portion of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services. You should retain copies of any User Content you Post to the Services so that you have permanent copies in the event the Services is modified in such a way that you lose access to User Content you Posted to the Services.

### **15.2. Availability of the Services:**

We cannot guarantee the Services will be available at all times. The Clip Services may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in network outages, failed transactions, interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **16 MODIFICATIONS OF THESE TERMS:**

We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately unless stated otherwise. We may require that you accept modified Terms in order to continue to use the Services. If you do not agree to the modified Terms, then you should discontinue your use of the Services. Except as expressly permitted in Modifications of These Terms, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Notwithstanding the preceding sentences of this section, no revisions to these Terms will apply to any dispute between you and Clip that arose prior to the date of such revision.

## **17. DISPUTE RESOLUTION AND ARBITRATION**

**17.1. Generally.** Except as described in Exceptions and Opt-Out, you and Clip agree that every dispute arising in connection with these Terms, the Services, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CLIP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

### **17.2. Exceptions.**

Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law in aid of arbitration; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

### **17.3. Opt-Out.**

If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of Dispute Resolution and Arbitration within 30 days after the date that you agree to these Terms by sending a email to Clip at [support@theclip.fun](mailto:support@theclip.fun) that specifies: your full legal name, the email address associated with your account on the Services, and a statement that you wish to opt out of arbitration ("Opt-Out Notice"). Once Clip receives your Opt-Out Notice, Dispute Resolution and Arbitration will be void and any action arising out of these Terms will be resolved as set forth in Governing Law. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

### **17.4. Arbitrator.**

This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes (collectively, "JAMS Rules") as modified by these Terms. The JAMS Rules and filing forms are available online at [www.jamsadr.org](http://www.jamsadr.org), by calling the JAMS at +1-800-352-5267 or by contacting Clip.

### **17.5. Commencing Arbitration.**

Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("Notice of Arbitration").

Clip's address for Notice is: Clip, Inc. The Notice of Arbitration must: (i) identify the name or account number of the party making the claim; (ii) describe the nature and basis of the claim or dispute; and (iii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Clip may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Clip will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if Clip has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the JAMS Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

#### **17.6. Arbitration Proceedings.**

Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a telephonic or video hearing; or (iii) by an in-person hearing as established by the JAMS Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or Clip must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

#### **17.7. Arbitration Relief.**

Except as provided in No Class Actions, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Clip before an arbitrator was selected, Clip will pay to you the higher of: (i) the amount awarded by the arbitrator and (ii) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

#### **17.8. No Class Actions.**

YOU AND CLIP 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 Clip agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.



#### **17.9. Modifications to this Arbitration Provision.**

If Clip makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Clip's address for Notice of Arbitration, in which case your account with Clip will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

#### **17.10. Enforceability.**

If No Class Actions or the entirety of Dispute Resolution and Arbitration is found to be unenforceable, or if Clip receives an Opt-Out Notice from you, then the entirety of Dispute Resolution and Arbitration will be null and void and, in that case, the exclusive jurisdiction and venue described in Governing Law will govern any action arising out of or related to these Terms.

### **18. DISCLAIMERS; NO WARRANTIES BY CLIP**

#### **18.1.**

THE SERVICES, ALL MATERIALS AND CONTENT AVAILABLE ON OR THROUGH THE SERVICES, ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS AS A RESULT OF YOUR USE OF THE SERVICES, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES, BY ANY THIRD PARTY, (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, AND/OR (vii) ANY USER'S ACTIONS OR INACTIONS WITH RESPECT TO THE USE OF THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY THIRD-PARTY PRODUCTS AS DISCUSSED IN APPENDIX A), ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY

THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES (INCLUDING ANY THIRD-PARTY PRODUCTS). ALTHOUGH THERE MAY NOT BE A PURCHASE IN THE TRADITIONAL SENSE, AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### **18.2.**

WE ARE NOT LIABLE TO YOU AND TAKE NO RESPONSIBILITY FOR ANY USE OF CRYPTO ASSETS, ERC20 TOKENS OR USER CONTENT, YOUR WALLET (WHETHER FOR YOUR USE ON CLIP OR OTHERWISE), INCLUDING BUT NOT LIMITED TO (i) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (ii) SERVER FAILURE OR DATA LOSS; (iii) UNAUTHORIZED ACCESS OR USE; (iv) ANY USER'S OR UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST YOU (E.G., "RUG PULLS" OR OTHER SCAMS), THE SERVICES, ERC20 TOKENS, (v) FLUCTUATIONS IN THE PRICE OF ERC20 TOKENS OR ANY OTHER CRYPTO ASSETS; OR (vi) ANY LOSSES OR INJURY DUE TO A VULNERABILITY, FAILURE, OR DEGRADED PERFORMANCE OF SOFTWARE, BLOCKCHAINS, OR ANY OTHER FEATURES OF THE ERC20 TOKENS.

#### **18.3. Blockchain and Wallet Disclaimer:**

You understand that smart contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible when confirmed. You accept and acknowledge that there are risks associated with holding or using ERC20 TOKENS and using Base Blockchain and Farcaster Protocol, including but not limited to, the risk of losing access to your address due to loss of private keys, seed phrases, passkeys, or other credentials, or an unauthorized third party gaining access to same, and the risk of unknown vulnerabilities in the token smart contract code or the network protocol. You agree to take all reasonable steps to protect your Wallet credentials. You agree to comply with all third party terms associated with Wallets that are linked to the Services. You acknowledge and accept all such risks described in this paragraph and release us completely from all liability that may arise as a result of any one or more of these things occurring. You accept and acknowledge that we will not be responsible for any losses, failures, disruptions, errors, distortions, or delays you may experience when minting, bidding, holding, accepting bids, or otherwise using Clip caused.

#### **18.4. Risk from Hacking and Theft:**

Hackers may seek to access your Wallet through multiple means, including, but not limited to, phishing and other fraudulent communications. CLIP WILL NEVER PROVIDE ACCESS TO OFFERS OR PROMOTIONS THROUGH EMAILS, DISCORD MESSAGES, ETC OR LINKS, AND YOU SHOULD NEVER CLICK ON ANY LINK ON DISCORD TO AN OFFER OR PROMOTION CLAIMING TO BE FROM CLIP EVEN IF IT APPEARS TO ORIGINATE FROM CLIP. YOU ARE SOLELY RESPONSIBLE FOR ANY LOSSES THAT ARISE FROM YOUR CLICKING ON ANY LINKS FROM A THIRD PARTY, EVEN IF SUCH THIRD PARTY APPEARS TO BE CLIP, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSSES ARISING FROM THE THEFT OR UNAUTHORIZED USE OF YOUR WALLET CREDENTIALS.

**18.5. No Investment Advice:**

The Services are not intended to provide legal, tax, investment or insurance advice. Nothing on the Services should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any financial instrument by us or any third party. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your investment objectives, financial circumstances and risk tolerance. You are solely responsible for determining what, if any, taxes apply to your transactions using the Services. You should consult your legal, investment or tax professional regarding your specific situation. We do not make any representations regarding the benefits or results that you or any third party shall receive from the Services.

**18.6. Valuation of ERC20 Tokens and Assumption of Risk:**

Clip does not endorse, approve of, or take any responsibility in determining any particular ERC20 Token's value, or make any warranty about the suitability of any ERC20 Token for ownership or trading. The prices and value of ERC20 Tokens are volatile and subjective, and have no guaranteed value. All ERC20 tokens issued in Clip are memecoins and the intrinsic value of all memecoins are zero. All digital assets including memecoins can go to zero. Clip does not and cannot guarantee that any ERC20 Token purchased through the Services will retain any particular value. You acknowledge that to the extent any ERC20 Token has value, any ERC20 Token may drop in value for many reasons, and Clip will have no responsibility for determining value or making up any losses in value to you. You agree to assume all risk associated with the use and value of ERC20 Tokens, including the risk that an ERC20 Token may have no value in the future. You also agree not to create or use ERC20 Tokens in any way that would violate applicable laws, including US securities laws.

**18.7. Novel and Experimental Technology:**

The Services rely on novel and experimental technology that may contain bugs, viruses, Trojan horses, or other vulnerabilities, and may be subject to hacks, phishing attempts or other malicious activity, that could result in a complete loss of the crypto assets that you use in connection with the Services. By using the Services, you acknowledge and agree to use such a novel and experimental technology at your own risk. You further acknowledge and agree that there are certain risks native to cryptographic or blockchain-based systems, which include but are not limited to, private key security, high price volatility, technological vulnerabilities, cybersecurity attacks, and other forms of malicious activity present in the crypto asset ecosystem (e.g., scams, rug pulls). Please do your own due diligence before engaging with the Services whether directly or via any Third-Party Products.

**18.8. Legal and Regulatory Developments:**

The framework for the regulation of crypto assets is rapidly evolving and subject to change. You understand that it is your responsibility to ensure that you are using the Services in a manner that is consistent with applicable laws, rules, and regulations.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 18 (DISCLAIMERS; NO WARRANTIES BY CLIP) APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Clip

does not disclaim any warranty or other right that Clip is prohibited from disclaiming under applicable law.

## **19. LIMITATIONS OF LIABILITY**

### **19.1**

. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CLIP ENTITIES (DEFINED BELOW) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR ACCESS TO OR USE OF THE SERVICES THIRD-PARTY PRODUCTS, OR ANY MATERIALS OR CONTENT ON THE SERVICES,, OR ANY THIRD-PARTY PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **19.2.**

EXCEPT AS PROVIDED IN COMMENCING ARBITRATION AND ARBITRATION RELIEF AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE CLIP ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES, ANY THIRD-PARTY PRODUCT, OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (i) THE AMOUNT YOU HAVE PAID TO CLIP FOR ACCESS TO AND USE OF THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (ii) \$100.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **19.3.**

WE ARE NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE OF OUR OBLIGATIONS UNDER THESE TERMS ARISING OUT OF OR CAUSED, DIRECTLY OR INDIRECTLY, BY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL INCLUDING WITHOUT LIMITATION ACTS OF GOD, EARTHQUAKES, FIRES, FLOODS, WARS, CIVIL OR MILITARY DISTURBANCES, ACTS OF TERRORISM, SABOTAGE, STRIKES, EPIDEMICS, PANDEMICS, RIOTS, POWER FAILURES, COMPUTER FAILURE, AND ANY SUCH CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL AS MAY CAUSE INTERRUPTION, LOSS OR MALFUNCTION OF UTILITY, COMPUTER (HARDWARE OR SOFTWARE) OR TELEPHONE COMMUNICATION SERVICE, ACCIDENTS, LABOR DISPUTES, ACTS OF CIVIL OR MILITARY AUTHORITY, OR GOVERNMENTAL ACTIONS.

### **19.4.**

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND

DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 19 (LIMITATIONS OF LIABILITY) WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **20. INDEMNIFICATION:**

To the fullest extent permitted by law, you agree to defend, indemnify, and hold us and our subsidiaries, affiliates, and all of our respective officers, directors, managers, members, shareholders, agents, partners, insurers, consultants and employees (collectively, the "Clip Entities"), from and against every claim brought by a third party, and any related loss, damage, liability, including reasonable attorneys' fees and expenses, due to or arising out of: (i) your use of the Services; (ii) your breach of these Terms; (iii) any breach of your representations and warranties set forth in these Terms; (iv) your violation of the rights of a third party, including, but not limited to, intellectual property rights; (v) any harmful act toward any other user of the Services, with whom you connected via the Services; or (vi) any dispute or issue between you and any third party. Notwithstanding the foregoing, we reserve the right, at our expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us (without limiting your indemnification obligations with respect to that matter), and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **21 MISCELLANEOUS**

### **21.1. General Terms:**

These Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign any or all of our rights and obligations to others at any time without notice or consent. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Services. You agree that these Terms will not be construed against us by virtue of having drafted them. Throughout these Terms the use of the word “including” means “including, but not limited to.” You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

### **21.2. Governing Law:**

These Terms are governed by and construed in accordance with the laws of the Delaware without regard to its conflict of law principles. You and Clip submit to the personal and exclusive jurisdiction of the state and federal courts located within New Castle County, Delaware for resolution of any lawsuit or court proceeding permitted under these Terms.

### **21.3. Additional Terms:**

Your use of the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

### **21.4. Corrections:**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

### **21.5. Contact Us:**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at [support@theclip.fun](mailto:support@theclip.fun)

### **21.6. No Support:**

We are under no obligation to provide support or administrative support for the Services. In instances where we may offer support, the support will be subject to published policies.

**21.7. California Users and Residents:**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

**21.8. Electronic Communications:**

By visiting the Services, sending us emails, and completing online forms constitute electronic communications, you consent to receive electronic communications from us, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.