

TERMS of USE

Welcome to Tinaclon corporation (“Tinaclon”). In these Terms of Use (“Terms”), Tinaclon may also be referred to as “we,” “us,” “our,” “Tinaclon” or “Company.” These Terms set the rules for using any other Tinaclon website contents where these Terms appear, and all Tinaclon products—this includes applications you access or launch, Tinaclon’s proprietary software, and any related services we provide (together, these are called our “Product”). The term “you” means the person using the Product. Some features of the Product may have their own specific guidelines, rules, or terms, which will be posted alongside those features. These additional terms are part of, and incorporated into, these Terms.

“Privacy Policy” describes in detail how we collect, use, store, and share your personal information, as well as the rights and choices you have regarding that information. You can view our Privacy Policy at tinaclon.com/en/privacy, and it forms part of these Terms by reference.

These Terms are a legally binding agreement that governs your access to and use of the Product. By visiting or using the Product, or by clicking to accept or agree to these Terms when that option is presented, you are confirming your acceptance of these Terms and our Privacy Policy (which is incorporated here by reference) on your own behalf or on behalf of the entity you represent. You also confirm and guarantee that: (1) you have read, understood, and agree to follow these Terms, (2) you have the legal right, authority, and ability to agree to these Terms for yourself or the entity you represent, and (3) you are at least 18 years old, as the Product is not intended for anyone under 18.

These Terms require that disputes be resolved through individual arbitration (see the “Dispute Resolution” section below), instead of jury trials or class actions, and they also limit the remedies you can seek in the event of a dispute. Unless you opt out of the arbitration agreement as explained in that section: (1) you can bring claims and seek remedies against us only on your own behalf, not as a plaintiff or member of any class or representative action, and (2) you give up your right to take your claims to court and have them decided by a jury.

Tinaclon may update these Terms at any time by revising this page and notifying you of the changes. Any updates take effect immediately after notice is given and apply to all future access and use of the Product. If you continue to use the Product after the changes are made, you acknowledge and agree to the revised Terms. Because you are bound by any modifications, you should check this page periodically to stay informed about the current Terms.

1. USE of CONTENTS

All elements of the Product—such as text, graphics, data, other materials, domain names, taglines, layout, and overall look and feel (collectively, the “Content”)—are protected under U.S. and international copyright, trademark, and other intellectual property laws. This Content is owned or controlled by Tinaclon or by third parties who have licensed it to Tinaclon. By using the Product, you acknowledge that all related intellectual property rights, including copyrights, patents, trademarks, and trade secrets, belong to Tinaclon. The name “Tinaclon,” the Tinaclon logo, and all associated names, logos, software titles, designs, and slogans are trademarks of Tinaclon or its affiliates/licensors, and may not be used without Tinaclon’s prior written consent. No licenses are granted under these Terms

unless explicitly stated. Unauthorized use of Content may violate applicable laws. If the Product allows you to download specific Content, you may save one copy to a single computer for personal, non-commercial home use only, provided that: (a) you keep all copyright and proprietary notices intact, (b) you do not sell, modify, reproduce, display, perform publicly, distribute, or otherwise use the Content for public or commercial purposes without Tinaclon's prior written consent, and (c) you do not use the Content in any way that implies an association with Tinaclon's products, services, or brands.

You may not "mirror" or duplicate any material from the Product without Tinaclon's prior written consent. Using the Content on any other product, website, or within a networked computer environment for any purpose is prohibited unless Tinaclon gives explicit written permission. All trademarks, logos, and service marks ("Marks") shown on the Product are owned by Tinaclon, and you may not use them without the express written approval of Tinaclon or the applicable third party.

Use Restrictions and Disclaimer of Warranties

You are expressly prohibited from attempting to gain unauthorized access to, reverse engineer, decompile, disassemble, modify, or otherwise interfere with any portion of the Product, the Services, or any underlying software, code, data, systems, or infrastructure, including, without limitation, any application programming interfaces ("APIs"), algorithms, models, databases, or server hardware or software. Any such activity constitutes a material breach of these Terms and may subject you to civil and/or criminal liability under applicable laws.

The Product and Services are provided by Tinaclon on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, Tinaclon disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Tinaclon does not warrant that the Product or Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components, nor does Tinaclon make any representations or warranties regarding the accuracy, completeness, reliability, or availability of the Product or Services.

2. ACCOUNTS

Certain features, content, or services made available through the Product may require you to register for a user account in order to access such features or to receive additional benefits. By registering for an account, you agree to provide, maintain, and promptly update true, accurate, current, and complete information about yourself as requested during the registration process ("Registration Data").

You hereby represent and warrant to Tinaclon that:

- (a) all Registration Data you submit is truthful, accurate, current, and complete;
- (b) you will maintain and promptly update such Registration Data to ensure it remains accurate, current, and complete at all times;
- (c) all information you provide to Tinaclon, whether through the registration process or through any interactive features of the Product, will be handled in accordance with the Tinaclon Privacy Policy, and you expressly consent to all actions taken by Tinaclon with respect to your information as described in that Privacy Policy.

You shall not impersonate any person or entity, or misrepresent your identity, affiliation, or credentials, including, without limitation, by using another individual's username, password, or other identifying information such as their name, image, voice, or likeness. You are solely responsible for maintaining the confidentiality and security of your account credentials (including, without limitation, your username and password) and for all activities, whether authorized or unauthorized, that occur under your account.

In the event that you become aware of, or reasonably suspect, any unauthorized access to or use of your account, you must immediately notify Tinaclon at contact@tinaclon.com. Tinaclon shall not be liable for any loss, damage, or other liability arising from your failure to safeguard your account credentials or otherwise comply with this provision.

You may request the deletion of your account at any time by following the instructions provided within the Product. Tinaclon reserves the right, in its sole discretion and without prior notice, to suspend or terminate your account, or to restrict, limit, or otherwise deny your access to the Product or any portion thereof, if you fail to comply with these Terms or any additional terms and conditions applicable to specific services.

3. CREDITS

Certain services, features, or Content available through the Product may require the purchase and use of prepaid credits ("Credits"). Credits may be purchased in advance in such denominations and at such rates as Tinaclon may determine and make available from time to time. The number of Credits required to access or utilize specific services or Content will be specified within the Product. Credits are deducted from your account balance at the time the applicable service or Content is accessed.

All Credit purchases are final and non-refundable, except as may be required under applicable law or expressly authorized in writing by Tinaclon in its sole discretion. Credits have no cash value, are non-transferable, and may only be used within the Product by the account to which they were issued. Tinaclon may, in its sole discretion, establish and modify the pricing, usage rates, or expiration policies applicable to Credits at any time, provided that reasonable prior notice will be given before any such changes become effective. Continued use of the Product after such changes become effective shall constitute your acceptance of the revised pricing, usage rates, or expiration terms.

You agree to provide and maintain accurate and complete billing information, including your full legal name, billing address, state, postal code, telephone number, and valid payment method information. Should payment processing fail for any reason, Tinaclon may issue an electronic invoice, and you must remit full payment by the specified deadline to avoid suspension of your ability to purchase and use Credits.

Any promotional offers or bonus Credit allocations made available through the Product may be subject to separate terms and conditions ("Promotion Rules"). In the event of a conflict between such Promotion Rules and these Terms, the Promotion Rules shall govern solely with respect to the applicable promotion.

4. YOUR CONTENT

Definition of "User Content" or "Your Content"

For purposes of these Terms, the term “User Content” or “Your Content” shall mean any text, models, information, communications, data, or materials that you upload, import, embed for use within, or otherwise create by means of the Services or Product.

Ownership of User Content and Job Output

As between you and Tinaclon, you—whether acting as a Business User or a Personal User—retain all right, title, and interest, including all intellectual property rights, in and to Your Content. You represent and warrant that the submission, posting, or other use of Your Content on or through the Product does not and will not infringe, misappropriate, or otherwise violate any privacy, publicity, copyright, contract, or other rights of any third party. Tinaclon does not claim any ownership rights in Your Content.

For the avoidance of doubt, the term “Project” refers to any computational task submitted by you through the Tinaclon platform, including, without limitation, structure prediction, annotation, analysis, or design. The term “Project Output” refers to any data, visualizations, predicted protein structures, computed metrics, or other related results generated by the Product in response to such Job submission. Tinaclon acknowledges and agrees that both Your Content and any Project Output constitute your Confidential Information. As between you and Tinaclon, all intellectual property rights in and to the Project Output are owned exclusively by you.

Additional Conditions

By using the Product and Services, you agree to the following:

1. **Academic Use and Attribution** – If any Project Output, results, or derivatives thereof generated by the Product are used in academic, scientific, or public-facing works (including, but not limited to, manuscripts, journal publications, conference proceedings, presentations, or posters), you shall provide proper attribution to Tinaclon in a form reasonably acceptable to Tinaclon. Tinaclon may, upon written request, grant exceptions to this attribution requirement.
2. **Commercial Use Restrictions** – Project Outputs, or any derivatives thereof, may be used for commercial purposes (including internal research activities conducted by for-profit entities) only if the applicable Project was executed through the Credit payment system. Any other commercial use of Tinaclon-generated results, whether direct or indirect, is strictly prohibited without the prior written consent of Tinaclon.

You acknowledge and agree that, due to the nature of Tinaclon’s Services, it is possible that multiple users may submit similar or identical data and, as a result, may receive similar or identical Job Outputs.

5. USER RESPONSIBILITY FOR CONTENT AND CONDUCT

5.1 Responsibility for Content – Tinaclon does not endorse, control, or assume responsibility for any content generated, transmitted, or otherwise made available by users of the Product (“User Content”). You acknowledge and agree that you are solely responsible for (a) all User Content you create, upload, transmit, or otherwise make available through the Product, and (b) all activity conducted under your account, whether by you or any third party who accesses your account, with or without authorization.

5.2 Prohibited Content – You shall not generate, upload, transmit, or otherwise make available any User Content that:

- (a) is unlawful or promotes unlawful activity;
- (b) is defamatory, libelous, discriminatory, harassing, hateful, abusive, obscene, vulgar, offensive, or otherwise objectionable, including content that references or disparages any religion, race, sexual orientation, gender, national or ethnic origin, or other protected classifications;
- (c) involves or promotes restricted industries or activities, including but not limited to illegal drug use, controlled substances, adult services, or similar regulated verticals;
- (d) infringes, misappropriates, or otherwise violates any intellectual property right, including patents, trademarks, trade secrets, copyrights, rights of publicity, or other proprietary rights of any third party;
- (e) violates the privacy, data protection, or other legal rights of any third party;
- (f) contains false, misleading, or fraudulent information; or
- (g) supports, facilitates, or is intended for the creation, development, production, or use of biological or chemical weapons, pathogens, toxins, or other hazardous biological materials prohibited under applicable U.S. law or international treaties.

5.3 Enforcement Rights – Tinaclon reserves the right, but has no obligation, to review, monitor, remove, or refuse any User Content, or to restrict or terminate access to the Product, in its sole discretion, if it determines that such User Content or conduct violates these Terms or is otherwise inappropriate. Tinaclon further reserves the right to edit, reformat, or modify any User Content for compliance, clarity, or technical purposes.

5.4 User Acknowledgment of Risks – You acknowledge that Tinaclon cannot control all User Content posted or transmitted through the Product and that you may be exposed to content that is inaccurate, offensive, indecent, or otherwise objectionable. You agree to use the Product at your own risk, and you further agree that Tinaclon shall not be liable for any errors or omissions in any content, or for any loss, damage, or injury of any kind incurred as a result of the use of, or reliance upon, any content made available through the Product.

5.5 Prohibited Conduct – You agree not to engage in any fraudulent, abusive, or otherwise illegal activity in connection with the Product. Without limitation, you may not:

- (a) solicit or attempt to solicit login credentials, account information, or other private information from any other user;
- (b) decompile, reverse-engineer, disassemble, or otherwise attempt to access or derive the source code, underlying structure, ideas, or algorithms of the Product; or
- (c) use the Product in a manner intended to interfere with, disrupt, or impair its normal operation or security.

5.6 Tax Obligations – You are solely responsible for the withholding, filing, and payment of all taxes, duties, levies, or other governmental assessments arising from your activities in connection with the Product.

6. TINACLON'S LIABILITY

6.1 No Warranty – Tinaclon makes no representation, warranty, or guarantee regarding the accuracy, reliability, completeness, currency, or timeliness of any content, materials, or outputs provided through the Product, nor with respect to any results that may be obtained from the use of the Product or such content. Your use of the Product and all content is at your sole risk. The Product, its features, services, and content are subject to change, modification, suspension, or discontinuance at any time, with or without notice, and Tinaclon shall not be liable to you or any third party for any such actions. Certain content available through the Product may be provided by third parties, and Tinaclon disclaims all responsibility or liability for such third-party content.

6.2 Security and Viruses – You acknowledge and agree that Tinaclon cannot and does not guarantee that files or other content available through the Product will be free from viruses, malicious code, or other destructive elements. You are solely responsible for implementing adequate security measures, virus protection, and data backup procedures to satisfy your own requirements. Tinaclon does not warrant that the Product will operate without error or interruption, nor that it will be free from harmful components.

6.3 “As Is” and “As Available” Basis – The Product, its content, outputs, services, and any related materials are provided on an “AS IS” and “AS AVAILABLE” basis, without any warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Without limiting the foregoing, Tinaclon does not warrant or represent that: (a) the Product, its content, or outputs will be accurate, reliable, error-free, or uninterrupted; (b) any defects will be corrected; (c) the Product or the servers that make it available are free of viruses or other harmful components; or (d) the Product will meet your requirements or expectations.

6.4 Limitation of Liability – To the maximum extent permitted by applicable law, you agree that: (a) your sole and exclusive remedy for dissatisfaction with the Product, its content, services, or these Terms is to cease using the Product; and

(b) in no event shall Tinaclon, its affiliates, licensors, or any third parties referenced on the Product be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of profits, data, goodwill, or business interruption) arising out of or relating to your use of, or inability to use, the Product, its content, services, or features, whether based on warranty, contract, tort, or any other legal theory, and regardless of whether Tinaclon was advised of the possibility of such damages.

6.5 Jurisdictional Limitations – Certain jurisdictions do not allow the exclusion or limitation of liability for gross negligence, personal injury, death, or incidental or consequential damages. To the extent such laws apply, the foregoing exclusions and limitations shall not apply to you, and Tinaclon's liability shall be limited to the maximum extent permitted by law.

6.6 Aggregate Liability Cap – In no event shall Tinaclon's total cumulative liability to you for any and all claims, losses, and damages arising out of or relating to the Product, whether in contract, tort, or otherwise, exceed the greater of: (a) fifty U.S. dollars (USD \$50.00); or (b) the total amount paid by

you to Tinaclon for use of the Product, services, or features during the twelve (12) months immediately preceding the date of the initial claim.

6.7 Data Transmission Charges – Tinaclon shall not be responsible for any data charges, internet fees, or related costs you may incur in connection with your access to or use of the Product.

7. THIRD-PARTY APPLICATIONS

You may, through the Product, be provided with access to, or the ability to download or export, install, or otherwise utilize third-party applications, open-source code, visualization libraries, or similar resources (collectively, “Third-Party Materials”) developed, owned, or operated by entities other than Tinaclon. Tinaclon does not control, endorse, or make any representations or warranties regarding the quality, accuracy, reliability, functionality, legality, or privacy practices of such Third-Party Materials or the developers thereof. Your decision to access, download, install, or use any Third-Party Materials is entirely at your own discretion and risk. Tinaclon expressly disclaims all liability arising from or related to your access to or use of any Third-Party Materials, including but not limited to any damage to data, software, systems, devices, or loss of privacy that may result therefrom.

8. RELEASE

To the maximum extent permitted by applicable law, you hereby fully and irrevocably release, discharge, and hold harmless Tinaclon, together with its past, present, and future officers, directors, employees, agents, representatives, contractors, successors, and assigns (collectively, the “Released Parties”), from any and all past, present, and future claims, demands, causes of action, suits, liabilities, obligations, damages, losses, costs, and expenses of any kind or nature whatsoever—whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent—including, without limitation, claims for personal injury, wrongful death, and property damage (collectively, “Claims”), arising out of or in any way related, directly or indirectly, to (a) the Product, (b) your use of or inability to use the Product, or (c) any interaction, transaction, act, or omission of any other user of the Product or any third-party websites, links, advertisements, applications, or services accessed through the Product.

If you are a California resident, you hereby expressly waive the provisions of California Civil Code Section 1542, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

You acknowledge that you understand and voluntarily waive the protections of Section 1542, and any similar statute, regulation, or common law principle of any jurisdiction, to the fullest extent permitted by law.

10. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Tinaclon, its parent, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, contractors, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, and accounting costs) arising out of or relating to:

- (a) your access to, use of, or activities in connection with the Product;
- (b) your breach or alleged breach of these Terms;
- (c) your violation of any applicable law, regulation, or governmental order; or
- (d) your actual or alleged infringement, misappropriation, or other violation of any intellectual property right, proprietary right, privacy right, or other rights of a third party.

Tinaclon reserves the right, at its sole discretion and at your expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. You agree to cooperate fully, at your own expense, with Tinaclon in the defense of any such matter. You shall not settle, compromise, or otherwise resolve any claim subject to indemnification without the prior written consent of Tinaclon. Tinaclon will use commercially reasonable efforts to provide you with prompt written notice of any claim, action, or proceeding for which it seeks indemnification, upon becoming aware of such claim.

11. CONFIDENTIAL INFORMATION

11.1 Definition – For purposes of these Terms, "Confidential Information" means any and all non-public information, in any form or medium, whether disclosed orally, visually, or in writing, that is disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and that:

- (a) is identified as confidential at the time of disclosure; or
- (b) should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes, without limitation, source code, algorithms, inventions, discoveries, know-how, product plans, roadmaps, prototypes, designs, formulas, trade secrets, technical data, job data submitted by users, job outputs, research results, financial information, pricing, and business strategies.

11.2 Obligations of the Receiving Party – The Receiving Party shall:

- (1) protect the confidentiality of the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care;
- (2) not disclose such Confidential Information to any third party except as expressly permitted under these Terms; and
- (3) use such Confidential Information solely to perform its obligations or exercise its rights under these Terms.

11.3 Permitted Disclosures – The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, officers, directors, affiliates, agents, contractors, and service providers who have a legitimate need to know such information, provided that such recipients are bound by written confidentiality obligations at least as protective as those set forth in this Section. For Tinaclon, such recipients may include subcontractors, vendors, and third-party service providers engaged to support the provision of the Product or Services.

11.4 Exceptions – The obligations set forth in this Section shall not apply to any information that the Receiving Party can demonstrate through competent evidence:

- (a) is or becomes publicly available without breach of these Terms by the Receiving Party;
- (b) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party;
- (c) is obtained lawfully from a third party without restriction on disclosure; or
- (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.5 Additional Disclosures – The Receiving Party may disclose the Disclosing Party's Confidential Information to its legal or financial advisors, and to actual or potential investors, acquirers, or funding sources (and their respective advisors), provided that such recipients are bound by confidentiality obligations no less protective than those set forth herein, and the Receiving Party remains liable for any breach of such obligations by those recipients.

11.6 Legally Required Disclosures – If the Receiving Party is required by applicable law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may do so; provided, however, that, to the extent legally permissible, the Receiving Party shall give the Disclosing Party prompt written notice of such requirement and shall reasonably cooperate, at the Disclosing Party's expense, with any lawful efforts to resist, limit, or obtain confidential treatment of such disclosure.

11.7 Tinaclon Commitments – Tinaclon shall handle your Confidential Information in accordance with this Section and its Privacy Policy, and shall not disclose job-related data except as required by applicable law, where you have enabled sharing features within the Product, or where you have provided explicit written consent.

12. EXPORT CONTROL COMPLIANCE

You acknowledge and agree that the United States and certain other jurisdictions maintain laws, regulations, and restrictions governing the export, re-export, transfer, and use of products, software, technology, and information (collectively, "Export Control Laws"). You shall comply at all times with all applicable Export Control Laws and shall not export, re-export, transfer, or otherwise make available any Content, software, or other materials accessed through the Product to any country, entity, or individual prohibited under such laws.

By accessing or downloading any Content, you represent and warrant that:

- (a) you are not located in, under the control of, or a national or resident of any country or territory subject to a comprehensive U.S. trade embargo;
- (b) you are not identified on, and are not acting on behalf of any person or entity identified on, the U.S. Department of Commerce's Denied Persons List or Entity List, the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, or any similar list maintained by a relevant governmental authority; and
- (c) you are solely responsible for compliance with all laws and regulations of your local jurisdiction relating to the import, export, re-export, or transfer of the Content.

13. COPYRIGHT INFRINGEMENT POLICY

13.1 Policy – Tinaclon respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"), and other applicable intellectual property laws, it is Tinaclon's policy, in appropriate circumstances and at its sole discretion, to terminate the accounts of users who infringe or repeatedly infringe the copyrights of others.

13.2 DMCA Notification Requirements – If you believe that any content available on or through the Product (including, without limitation, user submissions or other materials) infringes your copyright, you may submit a notification of claimed infringement pursuant to the DMCA (or, as applicable, other relevant copyright laws) by providing Tinaclon's designated agent with a written communication that includes all of the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by one notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled, together with information reasonably sufficient to permit Tinaclon to locate the material;
- (d) Information reasonably sufficient to permit Tinaclon to contact the complaining party, such as a physical mailing address, telephone number, and, if available, an email address;
- (e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13.3 Compliance with DMCA Requirements – You acknowledge and agree that failure to comply with all of the requirements set forth in Section 11.2 may result in an invalid notification. For more detailed information regarding the DMCA and proper notification procedures, please consult 17 U.S.C. § 512.

13.4 Designated Agent Contact Information – Tinaclon’s designated agent to receive notifications of claimed copyright infringement may be contacted as follows:

By Email: contact@tinaclon.com

14. ARBITRATION AGREEMENT

14.1. Acknowledgment and Scope

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT FORMS A PART OF YOUR CONTRACT WITH TINACLON AND AFFECTS YOUR LEGAL RIGHTS. This section provides for mandatory binding arbitration on an individual basis and includes a waiver of the right to a jury trial and the right to participate in class or consolidated actions, except as otherwise expressly provided herein.

This Arbitration Agreement applies to all claims, disputes, or controversies, whether known or unknown, that arise out of or relate in any way to these Terms, the Product, or any products or services provided by Tinaclon, and that cannot be resolved informally or in small claims court (collectively, “Disputes”), except for claims expressly excluded herein. Unless otherwise agreed by the parties, all arbitration proceedings shall be conducted in English. This Arbitration Agreement is binding upon you and Tinaclon, including their respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of products or services provided under these Terms.

14.2. Notice and Informal Dispute Resolution

Prior to initiating arbitration, the party seeking relief must provide the other party with a written notice of dispute (“Notice”), describing the nature and basis of the claim and the relief sought. A Notice to Tinaclon must be sent via email to contact@tinaclon.com. Upon receipt of the Notice, the parties shall attempt in good faith to resolve the Dispute informally. If the Dispute is not resolved within thirty (30) days, either party may commence arbitration. The amount of any settlement offer may not be disclosed to the arbitrator until after the arbitrator has issued a final award.

14.3. Arbitration Rules and Procedures

Arbitration shall be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“Arbitration Rules”), available at www.adr.org or by calling 1-800-778-7879, unless the parties agree to an alternative ADR provider. If the AAA is unavailable, the parties shall mutually agree to a substitute ADR provider. The arbitration shall be conducted by a single, neutral arbitrator.

- For Disputes where the total amount in controversy is less than USD \$10,000, either party may elect to proceed through binding non-appearance-based arbitration.
- For Disputes where the total amount in controversy is USD \$10,000 or more, the right to a hearing shall be determined under the Arbitration Rules.

Unless otherwise agreed, hearings shall be held in the State of New York. If you reside outside New York, the arbitrator shall provide reasonable notice of the hearing date, time, and location.

Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own attorneys' fees and costs, unless otherwise provided by law, and shall share equally in the fees and costs of the ADR provider.

14.4. Additional Rules for Non-Appearance Arbitration

If elected, non-appearance arbitration shall be conducted by telephone, video conference, online, and/or based solely on written submissions, as determined by the initiating party. No personal appearance by parties or witnesses shall be required unless otherwise agreed.

14.5. Time Limits

Any arbitration must be initiated within the applicable statute of limitations and in compliance with any deadlines prescribed in the AAA Rules.

14.6. Authority of Arbitrator

The arbitrator shall have the authority to resolve all Disputes, grant dispositive motions, award monetary and non-monetary relief, and issue a written award setting forth essential findings and conclusions, including damage calculations. The arbitrator shall have the same authority to award relief on an individual basis as a court of competent jurisdiction. The arbitrator's award is final and binding.

14.7. Waiver of Jury Trial

YOU AND TINACLON HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL, electing instead to resolve all Disputes subject to this Arbitration Agreement through binding arbitration.

14.8. Waiver of Class and Consolidated Actions

ALL DISPUTES SUBJECT TO THIS ARBITRATION AGREEMENT MUST BE RESOLVED ON AN INDIVIDUAL BASIS. NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR AS A MEMBER IN ANY SUCH PROCEEDING.

14.9. Confidentiality

All aspects of any arbitration proceeding, including the award and compliance therewith, shall be strictly confidential except as required by law or for purposes of enforcement of the award.

14.10. Severability and Waiver

If any provision of this Arbitration Agreement is found unenforceable, that provision shall be severed, and the remaining provisions shall remain in full force and effect. Any waiver by a party must be in writing and shall not be deemed a waiver of any other provision.

14.11. Survival

This Arbitration Agreement shall survive the termination or expiration of these Terms and your relationship with Tinaclon.

14.12. Small Claims Court

Notwithstanding the foregoing, either party may bring an individual claim in small claims court in the county of your residence (or principal place of business for entities) if the claim meets applicable jurisdictional requirements.

14.13. Emergency Equitable Relief

Either party may seek emergency equitable relief from a court of competent jurisdiction to maintain the status quo pending arbitration. Such action shall not be deemed a waiver of arbitration rights.

14.14. Claims Not Subject to Arbitration

This Arbitration Agreement shall not apply to claims of defamation, violations of the Computer Fraud and Abuse Act, or claims involving the infringement or misappropriation of patents, copyrights, trademarks, or trade secrets.

14.15. Governing Law and Jurisdiction

This Arbitration Agreement and all related Disputes shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. Where arbitration is not applicable, the parties agree that any suit, action, or proceeding shall be brought exclusively in the state or federal courts located in New York, New York, and each party consents to the jurisdiction and venue of such courts.

14.16. International Users

If you are not a U.S. citizen, do not reside in the United States, are not accessing the Product from the United States, and are a citizen of a jurisdiction specified by Tinaclon, you agree that any Dispute shall be governed by the laws of the jurisdiction identified by Tinaclon, without regard to conflict of law rules, and you irrevocably submit to the jurisdiction of the courts located therein.

14.17. Exclusion of CISG

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

15. MISCELLANEOUS

15.1 Entire Agreement – These Terms, together with Tinaclon's Privacy Policy (collectively, the "Agreement"), constitute the entire agreement between you and Tinaclon with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter.

15.2 No Waiver – The failure of either party to enforce or exercise any right, remedy, or provision of this Agreement shall not constitute, and shall not be construed as, a waiver of such right, remedy, or provision.

15.3 Headings – Section and subsection titles in this Agreement are for convenience only and shall have no legal or contractual effect.

15.4 Interpretation – The term "including" as used herein means "including, without limitation."

15.5 Severability – If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be deemed modified to the minimum extent necessary so that it becomes valid and enforceable while preserving the parties' original intent to the maximum extent permitted by applicable law.

15.6 Relationship of the Parties – The relationship between you and Tinaclon is solely that of independent contracting parties. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or fiduciary relationship between the parties, and neither party has any authority to bind the other in any respect.

15.7 Assignment – You may not assign, delegate, subcontract, or otherwise transfer any of your rights or obligations under this Agreement without the prior written consent of Tinaclon, and any attempted assignment, delegation, subcontract, or transfer in violation of this Section shall be null, void, and of no force or effect. Tinaclon may assign, delegate, subcontract, or otherwise transfer any of its rights or obligations under this Agreement without restriction. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

If you are below the legal age of majority in your country of residence, you must review these Terms with your parent or legal guardian to ensure that both you and your parent or guardian fully understand and agree to them.