

Website Terms of Use

These Terms of Use (“**Terms**”) govern your access to, and use of, all or any part of the website that is operated by Endorphins Partners, LLC (“**Endorphin**,” “**we**,” “**us**”) and on which these Terms are posted (the “**Site**”). Please read these Terms carefully before using the Site. By accessing, viewing, or using the content, material, products or services available on or through the Site, you certify that you have read, understand, and agree to be legally bound by these Terms, as well as our Privacy and Cookie Notice [endorphinpartners.co/privacy-policy.pdf]. You further certify that you are 18 years of age or older (or at least the applicable age of majority in your state or territory of residence). You understand and agree that your use of the Site signifies that you fully accept and agree to these Terms. If you do not agree to these Terms, or if you are younger than 18 years of age, you are not granted permission to use the Site and must exit immediately.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. BY USING THE SITE, YOU ARE ACCEPTING THIS AGREEMENT AND, WHILE YOU MAY STILL PURSUE CLAIMS AGAINST ENDORPHIN, YOU ARE AGREEING THAT YOU MUST PURSUE YOUR CLAIMS IN A BINDING ARBITRATION PROCEEDING (AND NOT IN A COURT) AND ONLY ON AN INDIVIDUAL (AND NOT A CLASS ACTION) BASIS. PLEASE READ THESE TERMS CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

Endorphin may at any time revise these Terms. Your continued use of the Site following the changes to these Terms will be considered your consent to those changes. You are bound by any such revision and should therefore periodically visit this page to review the then current terms to which you are bound. If you have any questions concerning these Terms or wish to exercise your rights as described below, please contact Endorphin at hello@endorphinpartners.co.

1. License to Use the Site

1.1. Subject to these Terms, Endorphin hereby grants you a personal, limited, terminable, revocable, non-exclusive, nontransferable, nonsublicenseable license to access and use the Site solely for use in accordance with these Terms. You shall be responsible, at your sole expense, for procuring, operating, and maintaining the computer system, mobile device, hardware, software, and other items necessary or appropriate to enable you to exercise your rights and licenses hereunder. Without limiting any other provisions of these Terms, all software and other materials, including the Site, made available to you are the copyrighted work of Endorphin or its licensors. Copying or distributing the Site or the Site Content (as defined below) is expressly prohibited.

2. Purpose and Content of the Site

2.1. All information and materials on the Site are presented solely for the purpose of providing general information on and promoting our products and services. Such information and materials do not constitute offers for such products or services, nor do they constitute advice or other instructions on the use of the products or services.

2.2. You represent that any personal information you provide via the Site is true, valid, complete and up-to-date in all respects, and you confirm that you are the person referred to in the information provided.

2.3. We reserve the right in our sole discretion to remove or delete any or all information from our Site at any time and for any reason. We also reserve the right to stop offering our Site or any portion thereof, without liability, at any time and for any reason, with or without cause.

3. General Restrictions on Use

3.1. You agree to use the Site only for purposes that are permitted by these Terms and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions.

3.2. You will not (and will not attempt to): (a) access the Site by any means other than through the interfaces that are provided by Endorphin; (b) gain unauthorized access to Endorphin's computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site or Endorphin's networks and computer systems; (c) access the Site through any automated means or with any automated features or devices (including use of scripts or web crawlers, data mining, scraping, robots, spiders, or any other data gathering or extraction tools), except to the extent the Site is indexed by general purpose consumer-accessible search engines, such as Google or Bing; (d) access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes; (e) reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site for any purpose; (f) upload, post, or otherwise transmit, through the Site, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing," or any other form of solicitation, including the solicitation of users to become subscribers of other online services competitive with Endorphin; (g) stalk, harass, or otherwise disturb another person; (h) impersonate another person; or (i) infringe any intellectual property rights of any person or entity, including any trademark rights, rights of publicity, personality, or privacy of any person or entity, including as a result of the your failure to obtain consent to post personally identifying or otherwise private information about a person.

4. Content on the Site

4.1. As between you and Endorphin, Endorphin owns or licenses all information and materials, including logos, designs, titles, phrases, images, illustrations, icons, photographs, and the copyrights, trademarks, service marks, trade dress, and other intellectual property rights associated therewith, in or made available through the Site ("Site Content"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Content. All Site Content is protected pursuant to copyright, trademark, patent, and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Site Content. As between you and Endorphin, all names, trademarks, symbols, slogans, or logos appearing on the Site are proprietary to Endorphin or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Content, other than the right to use the Site Content in accordance with these Terms.

4.2. "Endorphin" and other trademarks, logos, characters, page headers, button icons, scripts, service names and other marks (collectively "Trademarks") displayed on the Site are subject to the trademark and other rights of Endorphin. Our Trademarks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated or used, in whole or in part, without the prior written permission of

Endorphin. Your use or misuse of Trademarks displayed on the Site, or of any other Site Content, except as provided for in these Terms, is strictly prohibited.

5. Errors, Inaccuracies, and Omissions

5.1. We have made every effort to display as accurately as possible the colors of the images that appear on this Site. However, since the actual colors you see depend upon your computer and monitor, we cannot guarantee that the display of any color will be completely accurate. Occasionally there may be information on the Site that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information if any information on the Site is inaccurate at any time without prior notice. We cannot and do not review all communications or services made available on or through the Site, but, although not obligated to, may review, verify, make changes to or remove any Site Content or the Site with or without notice in our sole discretion.

6. Disclaimer

6.1. Endorphin expressly disclaims, to the fullest extent permitted by law, any express or implied warranties: (i) that the Site, Site Content, goods, services, advice, information or links provided or displayed on the Site will meet your requirements; (ii) that the Site will be uninterrupted, timely, secure or free from error or that any errors will be corrected; (iii) that defects in the operation or functionality of any software provided to you as part of the Site will be corrected; and (iv) regarding the Site, Site Content, goods, services, advice, information or links provided by any third parties or users. No advice or information, whether oral or written, obtained by you from the Site shall create any warranty not expressly stated in these Terms.

6.2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SITE, THE SITE CONTENT, AND MATERIALS ON, IN, AND MADE AVAILABLE THROUGH THE SITE, AND THE SERVICES, PRODUCTS, INFORMATION AND OTHER CONTENT ON AND IN AND MADE AVAILABLE THROUGH THE SITE ARE MADE AVAILABLE “AS IS” AND “WITH ALL FAULTS.” USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SITE, THE SITE CONTENT, THE SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS ON AND IN AND MADE AVAILABLE THROUGH THE SITE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, AND NON-INFRINGEMENT.

6.3. You understand that the technical processing and transmission of any Site Content may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent to or from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to us via the Site or the Internet, including, for example, personal information such as your name or address. Endorphin reserves the right to interrupt or discontinue any or all of the functionalities of the Site. Endorphin assumes no responsibility for: (a) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication; (b) any problems

or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Site, including any injury or damage to you or to any person's computer related to or resulting from use of the Site; and (c) any damage to, or viruses that may infect, your computer equipment or other property on account of your access to, use of or browsing of the Site or your downloading of any materials, data, text, images, video or audio from the Site.

7. Links To and Features Provided by Third Parties

7.1. The Site may contain links or references to other websites or feature services of third parties for the convenience of users with performing or receiving the services made available through the Site. These third party websites and services may be available on the Site via a link, redirect, plug-in, integrated application, or other technology, and may be recognized automatically by your browser. Endorphin does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party websites or the transactions you conduct or enter into with third parties. Your use of any third party websites or services is at your own risk, and subject to the terms and conditions of such third parties. Endorphin encourages you to read the privacy policies and terms of use linked or referenced in connection with third party websites.

7.2. Framing of the Site by sites or site elements is not permitted. In-line linking or any other manner of incorporating parts of the Site on other sites is equally prohibited.

8. Service Access

8.1. While Endorphin endeavors to ensure that the Site is normally available 24 hours a day, it will not be liable if for any reason it is unavailable at any time or for any period. Access to the Site may be suspended temporarily and without notice in case of a system failure, maintenance or repair or for reasons beyond our control.

9. Limitation of Liability

9.1. IN AS MUCH AS PERMITTED BY LAW, AND EXCEPT FOR DAMAGE CAUSED BY WILLFUL INTENT OR GROSS NEGLIGENCE, ENDORPHIN AND ITS AFFILIATES, SUBSIDIARIES AND LICENSORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF ANY OF THEM, EXCLUDE ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING ANY INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY LOSS OF INCOME, PROFITS, GOODWILL OR DATA) IN CONNECTION WITH (A) THE USE OF PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE; (B) THE SITE OR SITE CONTENT IN ANY WAY; OR (C) THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE SITE, ANY WEBSITES LINKED TO THE SITE OR THE MATERIAL ON SUCH WEBSITES, INCLUDING LOSS OR DAMAGE DUE TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF OR BROWSING OF THE SITE OR YOUR USE OF ANY SITE CONTENT OR ANY WEBSITES LINKED TO THE SITE; ALL THE FOREGOING REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR WE HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES

OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF WE AND OUR AFFILIATES, SUBSIDIARIES AND LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE FOREGOING EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF US AND OUR AFFILIATES, SUBSIDIARIES AND LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10). IF YOU ARE DISSATISFIED WITH THE SITE, OR WITH ANY OF THESE TERMS, OR FEEL WE HAVE BREACHED THESE TERMS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

10. Privacy

10.1. We care about your privacy and the protection of your personal data. Read our Privacy and Cookie Notice [endorphinpartners.co/privacy-policy.pdf].

11. Indemnification

11.1. You will indemnify Endorphin and its affiliates, subsidiaries and licensors and their respective officers, directors, employees, shareholders or agents (“Indemnitees”) against all claims, actions, suits, and other proceedings (“Claims”) arising out of or incurred in connection with the Site and your use of the Site or products or services obtained through the Site, your fraud, violation of law, negligence, willful misconduct, or any other use of the Site, the Site Content, the services, products, information and other materials on, in and made available through the Site, (except to the extent attributable to us), or any breach by you of these Terms, and you will indemnify and hold the Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims. This defense and indemnification obligation will survive these Terms and your use of the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate in all reasonable respects in such defense. You may not settle any claim contemplated in this Section without the prior written consent of Endorphin.

12. Complaint Procedures

12.1. If you believe that any content on this Site violates your intellectual property or other rights, please send to us at hello@endorphinpartners.co a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your e-mail address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: “The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message.”

13. Dispute Resolution

13.1. Any dispute arising out of these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the “AAA”). Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide. Arbitration shall take place in New York City, New York unless we elect otherwise.

13.2. The arbitrator will decide the substance of all claims in accordance with the laws of the State of New York, without regard to any conflict-of-law rules or the United Nations Convention on Contracts for the International Sale of Goods. The arbitrator shall not be bound by rulings in prior arbitrations involving different Site users, but is bound by rulings in prior arbitrations involving the same Site user to the extent required by applicable law. The arbitrator’s award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your demand for arbitration and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf that you otherwise would be obligated to pay under the AAA’s rules. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply.

13.3. You can choose to reject this agreement to arbitrate by mailing us a written opt-out notice (“Opt-Out Notice”). The Opt-Out Notice must be postmarked no later than thirty days after the date you accept these Terms for the first time. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number, and the email address used to log in to the Endorphin account to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

14. Governing Law

14.1. Without limiting Section 13 of these Terms, access and use of the Site is governed by the laws of the State of New York, without regard to conflict of laws rules. If the arbitration agreement is deemed

unenforceable or void, you irrevocably consent to the exclusive jurisdiction of the federal courts in the State of New York for purposes of any legal action arising out of or related to the use of the Site or these Terms.

15. Miscellaneous

15.1. The Site is controlled and operated from within the United States. Without limiting anything else, we make no representation that the Site, Site Content, services, products, information or other materials available on, in, or through the Site is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from outside the United States do so on their own will and are responsible for compliance with applicable laws.

15.2. These Terms, including the Privacy and Cookie Notice, constitute the whole legal agreement between you and Endorphin and govern your use of the Site and any transactions you may have with Endorphin through the Site and completely replaces and supersedes any prior agreements or understanding, arrangements, undertaking or proposal, written or oral, between you and Endorphin in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these Terms. Notwithstanding the foregoing, you understand that Endorphin may make changes to these Terms from time to time. Your continued use of the Site following the posting of changes to these Terms will be considered your consent to those changes. When these changes are made, Endorphin will make a new copy of the Terms available on the Site. You agree that Endorphin is under no obligation to provide you with notices regarding changes to the Terms. You understand that it is your responsibility to check the Terms regularly for changes.

15.3. The failure of Endorphin to exercise or enforce any right or provision of the Terms will not operate as a waiver of any such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. The invalidity or unenforceability of any provision of the Terms does not affect or impair in any way the validity, legality and enforceability of the remaining provisions contained herein. No person or entity not party to this agreement will be deemed to be a third party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

15.4. If you have any questions about the Terms, write to:

Endorphin Partners, LLC
426 West 14th Street, 6th Floor
New York, NY 10014
Attn: Management
or email us at: hello@endorphinpartners.co

Dated: 1/31/23

Copyright © 2023 Endorphin Partners, LLC. All rights reserved.