ALLEY CAT ™ WEBSITE TERMS & CONDITIONS.

READ THESE CENTRAL TERMS & CONDITIONS OF SERVICE CAREFULLY. THEY ARE A LEGAL CONTRACT GOVERNING YOUR USE OF THE SITE PROVIDED BY ALLEY CAT AND ITS SUBSIDIARIES AND AFFILIATES (collectively, " Alley Cat,").

1. **Acceptance of the Terms of Use.**

By accessing or using the Alley Cat website or the mobile application, offered by Alley Cat. ("Alley Cat," "we," "us" or "our") at www.alleycatusa.com and all associated pages and services (collectively referred to as our "Website"), you (the "User" or "you") confirm that you have read, understand and agree to be bound by these terms of use ("Terms of Use"). Please read the Terms of Use carefully.

Alley Cat describes our privacy practices in our privacy policy available at www.alleycatusa.com/privacy-policy . Please review carefully for more information on how Alley Cat handles personal data accessed or collected by the Website.

IF YOU ARE UNWILLING TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE.

PLEASE BE AWARE THAT SECTION 14 OF THESE TERMS OF SERVICE, BELOW, CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND ALLEY CAT HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS THAT YOU HAVE AGAINST ALLEY CAT. TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT IN SECTION 14 OF THESE TERMS: (i) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST ALLEY CAT ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (ii) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION PROVISIONS SET FORTH IN SECTION 14 OF THESE TERMS COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING CLASS ACTION LITIGATION. PLEASE SEE SECTION 14 FOR MORE INFORMATION

REGARDING THESE ARBITRATION PROVISIONS, INCLUDING THE ARBITRATION PROVISIONS' IMPACT ON THE PENDING CLASS LITIGATION AND HOW TO OPT OUT OF ARBITRATION. THE TERMS OF SERVICE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

2. Services Definition.

For purposes of these Terms and Conditions, "Services" includes all interactions between Alley Cat and users, including but not limited to: (a) paid rodent exclusion, remediation, and related services; (b) complimentary property inspections, estimates, consultations, and assessments; (c) follow-up inspections and warranty evaluations; and (d) all communications and documentation provided through this Website. All Services, whether compensated or complimentary, are subject to these Terms and Conditions and governed by California law.

3. Changes to these Terms of Use.

By accessing our Website, you acknowledge that we have the right to revise and amend these Terms of Use without prior notice. Your continued use of the Website following our posting of any such changes will mean that you accept such changes. Notwithstanding the foregoing, in the event that you provide us with an email address, we will notify you at the email address provide to us in the event that we make any material changes to these Terms of Use, and you will have to agree to or reject the updated Terms of Use at that time, in order to continue using the Website.

4. The Website are for Use by Individuals 18 Years of Age and Older.

The Website are intended solely for natural persons who are eighteen (18) years of age or older, and any registration by, use of, or access to the Website by any person under 18 is unauthorized and in violation of these Terms of Use. We may terminate your use of the Website without notice if we believe you are less than 18 years old. By using the Website, you represent and warrant that, you are a natural person, you are 18 or

older, and that you agree to and will abide by all of the terms and conditions of these Terms of Use.

5. Website Use Restrictions.

Without our prior written consent, you may not:

- Use any automated means to access this Website or collect any information from the Website (including, without limitation, robots, spiders, scripts, or other automatic devices or programs);
- Frame the Website in any manner, utilize framing techniques to enclose any content or other proprietary information, place pop-up windows over any Website's pages, or otherwise affect the display of any pages on the Website;
- Engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information;
- Use the Website in any manner that violates applicable law or that could alter, damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website; or
- Access, use or monitor our Website for benchmarking or any direct competitive purposes.

We may terminate or disable your access to this Website for any reason, with or without cause, including if we believe that you have violated or acted inconsistently with these Terms of Use.

6. User Representations.

Parts of the Website may be accessed only by registering for an account and creating a password. Keep your password secure. You are responsible for the activities on your account. You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Website will violate or infringe upon the rights of any third party, including without limitation any copyright, trademark, patent, privacy, publicity, or other personal or

intellectual property rights; or contain libelous, defamatory, or otherwise unlawful material. You will notify us promptly if you discover any unauthorized use of your account. We are not responsible for any losses resulting from unauthorized use of your account.

In addition, you agree not to use the Website to:

- Except where authorized by us, register for more than one User account, register or operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name;
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with or authority to act on behalf of any person or entity;
- Upload, post, transmit, share, store, or otherwise make publicly available through the Website any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers, unless expressly authorized to do so by that third party;
- Upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Website; or Use or attempt to use another's account without authorization from that person, or create a false identity through the Website.

7. Information Posted through the Website.

As between us and you, all content made available on or through the Website, whether uploaded, published, or displayed by us, including designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement, except as provided in Section 9 (Third Party Links & Ads) is the property of Alley Cat. (collectively the "Alley Cat. Content"). To the best of our knowledge, we use only content that we own or have permission to use. No Alley Cat Content

may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the owner's prior written permission. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

You are solely responsible for the information that you post on or through the Website and your conduct regarding the Website. By posting information to or through the Website, you agree to (a) provide accurate, current, and complete information; (b) maintain the security of your password and identification, to the extent you are provided a password and identification; (c) promptly notify us of any changes to information or circumstances that could affect your eligibility to continue using the Website; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

8. Consent to be Contacted.

To the extent required by applicable law, we ensure we make the proper disclosures and obtain consumer consent when collecting your contact information. By providing your email address and/or mobile number to Alley Cat, you expressly consent to receive electronic communications from Alley Cat by email and SMS/text message. These communications may include essential, transaction-related information concerning your account or services (for example, appointment reminders, service updates, invoices, receipts, and other operational notices). Such messages are considered "transactional" (not marketing) in nature. This consent is not a condition of purchase or service. You may opt out of any promotional or marketing communications at any time by following the unsubscribe instructions in those messages.

9. Electronic Mail and CAN-SPAM Compliance

Alley Cat's emails will comply with the CAN-SPAM Act. All commercial (marketing) email will clearly identify the sender, include Alley Cat's valid physical mailing address, and provide a clear, operable unsubscribe mechanism. Recipients' opt-out

requests will be honored within the time required by law. Email messages that are purely transactional (e.g. order confirmations, service notices) will not contain false or misleading header information and will be identified as informational.

10. Intellectual Property.

Trademarks

The "Alley Cat" name and all associated graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks, or trade dress in the United States. Alley Cat's trademarks and trade dress may not be used, including as part of trademarks 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 Alley Cat.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information ("Submissions"), provided by you to us through the Website are non-confidential and shall become the sole property of Alley Cat. Alley Cat. shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Copyright Complaints

If you believe that any material on the Website infringes upon any copyright which you own or control, you may send a written notification of such infringement to our addresses as set forth below:

Alley Cat Berkeley

510-277-3303

3030 Ashby Ave #103B

Berkeley, CA 94705

Alley Cat San Francisco

415-226-0600

1390 Market St., #200

San Francisco, CA 94102

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication including the following:
A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works at that site;
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, and information reasonably sufficient to permit us to locate the material;
Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
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; and
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.

11. Third-Party Links & Ads.

The Website may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links & Ads"). Where the Website contain links to Third-Party Links & Ads, these links are provided for your information and convenience only. We have no control over the contents of those sites

or resources. You use Third-Party Links & Ads at your own risk. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, not these Terms of Use.

12. Disclaimers.

We reserve the right to change any and all content within the Website and any service offered through the Website at any time without notice.

We provide the Website "AS IS" and assume no responsibility for any failure to provide the Website to you. The Website may be temporarily unavailable from time to time for maintenance or other reasons. We may discontinue the Website or any products or services available through the Website at any time and for any reason. We are not responsible for any problems or technical malfunction of any telephone or cable network or lines, servers or providers, computer equipment, software, failure of email, or technical problems or traffic congestion on the Internet or on or through the Website, including injury or damage to Users or to any other person's devices related to or resulting from use of the Website.

Under no circumstances will we be responsible for any loss or damage, including any loss or damage to any user data, financial damages, lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Website. YOU AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK, and that we EXPRESSLY DISCLAIM ALL WARRANTIES, TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS AND SATISFACTORY QUALITY.

A) Referrals Page Clause

Disclaimer for Referral Program.

The referral program offered by Alley Cat ("Company") is subject to the following terms and conditions. By participating in this program, both the "Referrer" (the individual referring another party) and the "Referred" (the individual being referred)

agree to comply with all eligibility requirements and follow the redemption process as outlined. The Company reserves the right to modify, suspend, or terminate the program at any time without notice. The Referrer and Referred must meet the criteria set forth by the Company, including but not limited to purchasing qualifying services. The Company disclaims all liability for any misuse, manipulation, or abuse of the referral program, including but not limited to the creation of fraudulent accounts or referrals not made in good faith. Any such misuse will result in the forfeiture of referral rewards and may lead to legal action. The Company is not responsible for any technical errors, delays, or failures in processing referrals or issuing rewards, and the $100 gift card reward is non-transferable and subject to applicable terms of use. Participation in the referral program constitutes acceptance of these terms.

B) Tips Page Clause

Disclaimer for Tips and Advice.

The tips, recommendations, and advice provided by Alley Cat on this website are intended for informational purposes only and should not be construed as comprehensive or exhaustive solutions for rodent control. While the Company strives to provide accurate and up-to-date information, it makes no representations or warranties, express or implied, regarding the effectiveness or completeness of the tips provided.

By using the tips, the user acknowledges that they do so at their own risk. The Company disclaims any liability for damages, losses, or injuries resulting from the failure to follow the advice provided or from unforeseen circumstances, including the specific nature of a rodent infestation. The Company does not guarantee that the use of its tips will result in the successful elimination of rodents and strongly recommends seeking professional pest control services for optimal results.

C) Cost-Benefit Page Clause

Disclaimer for Cost-Benefit Comparison.

The cost-benefit analysis provided on this website is based on data compiled from various sources and represents the Company's assessment of potential savings and

benefits derived from rodent exclusion services. While the Company has made reasonable efforts to ensure the accuracy of this analysis, it is for informational purposes only and should not be interpreted as a definitive or exclusive comparison. The Company expressly disclaims any liability for any claims made by competitors or third parties regarding the fairness or accuracy of the comparison. This analysis is subject to change as market conditions, costs, and service details evolve. The Company encourages all users to conduct their own independent research and comparisons before making decisions. By relying on this information, users acknowledge that the Company is not responsible for any decisions or outcomes resulting from their use of the cost-benefit analysis.

D) Door Hanger/Infographic Series Clause.

Disclaimer for Infographic Series.

The facts, statistics, and insights provided in the infographic series are sourced from reputable, empirical data. However, Alley Cat does not warrant the absolute accuracy, completeness, or applicability of the information contained therein. While the Company takes great care in compiling this data, it should not be used as the sole basis for decision-making. The Company disclaims any responsibility for any discrepancies or misinterpretations arising from the use of this information.

Any use of the infographic series in a manner that misrepresents the Company's services or challenges the accuracy of the presented data without context is strictly prohibited. The Company reserves the right to update or amend the information as necessary to reflect current research and market conditions. The use of this information constitutes an acceptance of these terms, and the Company shall not be liable for any claims arising from reliance on the data provided.

E) Competitors Comparison Clause.

Disclaimer for Competitor Comparison.

The competitor comparison provided by Alley Cat is based on publicly available information and reflects our analysis of key parameters, including but not limited to: years in business, family-owned status, average customer satisfaction, eco-

friendliness, price, warranty duration, comprehensive diagnostic reporting, and specialization in treating rodents. The comparison is intended to serve as a general guide for customers and is not intended to represent a comprehensive or exhaustive evaluation of all factors involved in rodent control services.

Alley Cat makes no representations or warranties, express or implied, regarding the accuracy, completeness, or relevance of the information presented in this comparison. Competitor service details may vary and are subject to change without notice. Any reliance on this comparison is at the user's own risk, and Alley Cat disclaims all liability for any actions taken or decisions made based on this information. The Company expressly disclaims liability for any claims of unfair competition, misleading advertising, or other legal challenges from competitors or third parties.

The Company further encourages users to perform independent research and comparisons of service providers to ensure they make informed decisions. By using this comparison, users acknowledge and agree that Alley Cat will not be held responsible for any inaccuracies, changes in competitor practices, or misinterpretations of the data provided.

F) "How to Get Rid of Rats" Clause.

Disclaimer for Rodent Control Guide.

The "How to Get Rid of Rats" guide provided by Alley Cat is a simplified and general overview of common rodent control methods. This guide is not intended to be exhaustive or to cover every possible scenario that could arise in rodent infestations. The steps and advice outlined in this guide should be considered as general guidelines only, and are not intended to replace professional pest control services.

Each rodent infestation is unique, and as such, users should seek personalized advice from a qualified pest control expert for their specific situation. Alley Cat disclaims any liability for damages, losses, or adverse outcomes resulting from reliance on the information contained in this guide, including but not limited to failure to achieve desired results or exacerbation of the infestation due to improper application of the methods outlined.

Furthermore, the resources provided on the website are intended to enhance general understanding but are not exhaustive of all available information on rodent control.

Alley Cat does not guarantee that the information on the resources page will address all aspects of rodent removal or that it will be successful in all cases. Users are advised to consider additional resources and seek professional guidance where necessary. By using this guide and the resources provided, users acknowledge and accept these limitations and agree that Alley Cat will not be liable for any resulting issues.

13. Limitation of Certain Damage Types.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED OR PROHIBITED, IN NO EVENT WILL ALLEY CAT OR ANY OF ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEBSITE OR ANY OF CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE WEBSITE, EVEN IF ANY OF US IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Limitation of Liability Amount.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY YOU TO US FOR THE WEBSITE OR PRODUCT AT ISSUE IN THE THREE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM AND $100. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR A SERVICE OR PRODUCT, YOU SHALL BE LIMITED TO, AT MOST, INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, AND SHALL NOT BE ENTITLED TO ANY OTHER DAMAGES, REGARDLESS OF THE CAUSE OF ACTION.

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (i) DEATH OR PERSONAL INJURY RESULTING FROM OUR WILLFUL MISCONDUCT; (ii) FRAUD OR FRAUDULENT MISREPRESENTATIONS; OR (iii) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

15. Disputes, Governing Law, Venue, and Jurisdiction.

By using the Website, you agree that these Terms of Use shall be governed by the laws of the State of California, without regard to its conflict of law provisions.

For any cause of action initiated against Alley Cat relating to these Terms of Use, you and Alley Cat agree to submit to the exclusive and personal jurisdiction of the courts located in the State of California.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of that right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, then we nevertheless agree that the court should endeavour to give effect to the intentions reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect. The language of these Terms of Use shall be construed as to its fair meaning and not strictly for or against any party.

16. Arbitration Agreement & Dispute Resolution.

Please read this Arbitration Agreement carefully. It is part of your contract with Alley Cat and affects your rights. It contains procedures for MANDATORY BINDING **ARBITRATION AND A CLASS ACTION WAIVER.**

Scope of Arbitration Agreement ("Arbitration Agreement"). You acknowledge and agree that any dispute or claim relating in any way to your access or use of the Website or to any other aspect of your relationship with Alley Cat. will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Alley Cat. may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose before this or any prior agreement. NOW OR IN THE FUTURE, THERE MAY BE LAWSUITS AGAINST ALLEY CAT ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS. SUCH CLAIMS, IF SUCCESSFUL, COULD RESULT IN SOME MONETARY RECOVERY TO YOU. THE EXISTENCE OF SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE

LAWSUITS DOES NOT MEAN THAT SUCH LAWSUITS WILL ULTIMATELY SUCCEED. BUT IF YOU AGREE TO ARBITRATION WITH ALLEY CAT., YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVERY MONETARY OR OTHER RELIEF UNDER SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUITS. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST ALLEY CAT. IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

Arbitration Rules and Forum. This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at or by calling the AAA at 1-800-778-7879. Payment of all filing, administration, and arbitration fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Alley Cat. will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: http://www.adr.org.

Arbitrator Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Alley Cat. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these

Terms of Use. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding on you and Alley Cat.

Waiver of Jury Trial. YOU AND ALLEY CAT EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and Alley Cat. are instead electing to have claims and disputes resolved by arbitration. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is limited. In any litigation between you and Alley Cat over whether to vacate or enforce an arbitration award, you and Alley Cat waive all rights to a jury trial, and elect instead to have a judge resolve the dispute.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Alley Cat. is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in Section 13 (Disputes, Governing Law, Venue and Jurisdiction) above.

Opt Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor Alley Cat can force the other to arbitrate. To opt out, you must notify Alley Cat. in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Alley Cat. username (if any), the email address you used to set up your Alley Cat. account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: privacy@alleycatusa.com. If you opt out of this Arbitration Agreement, all other parts

of these Terms of Use will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us.

Exclusive Venue. To the extent the parties are permitted under these Terms of Use to initiate litigation in a court, both you and Alley Cat agree that all claims and disputes arising out of or relating to these Terms of Use will be litigated exclusively in the state or federal courts located in the State of Georgia.

17. Indemnity.

To the maximum extent permitted by law, you agree to indemnify and hold us, our subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs (including attorneys' fees), and expenses, arising out of or in connection with your use of the Website or any violation of these Terms of Use.

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS AND PLEASE CHECK BACK FREQUENTLY FOR ANY CHANGES TO THIS AGREEMENT.

18. Entire Agreement.

These Terms constitute the entire agreement between you and the Site and supersede all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of these Terms will be binding unless made in writing and signed by Aether Builds. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other terms, these Terms shall govern.

Effective Date: 12TH SEPTEMBER, 2024.