ETHDENVER 2026

TERMS OF SERVICE

Last Updated: October 28, 2025

Welcome to ETHDenver 2026! ETHDenver is the largest Web3 #BUIDLathon in the world (fka hackathon) for Ethereum and other blockchain protocol enthusiasts, designers and developers.

ETHDenver 2026 will take place from **February 17-21, 2026** (the "**Event**" or "**ETHDenver**") at the National Western Complex and other locations in and throughout Denver, Colorado (the "**Venue**").

ETHDenver is 100% community funded, and wholly owned by SporkDAO, LCA, a Colorado limited cooperative association ("**SporkDAO**"), the community-owned cooperative of ETHDenver and is on a mission to #BUIDL Colorado as the destination of choice to build a decentralized future.

Before you join in the fun, we want to be certain that you understand and agree that your participation in ETHDenver 2026 as an attendee, volunteer, exhibitor, speaker, judge, mentor, sponsor or press, or in any other capacity, is subject to the acceptance of these Terms (defined below), which form a binding legal agreement between you ("**you**" or "**participant**") and ETHDenver, LLC, together with SporkDAO, and their affiliates and assigns (referred to herein as "**ETHDenver**," "**we**," or "**us**") and relate to the Event, our websites, including but not limited to **ethdenver.com** ("**Site**"), along with other related services events and programs provided by us, including the BUIDLathon (collectively, the "**Service**").

BY CLICKING "**I ACCEPT**," **OR BY ACCESSING OR USING THE SERVICE**, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE AND ACCESS TO THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING (AS APPLICABLE):

- **THESE TERMS OF SERVICE;**
- **PRIVACY POLICY; AND**
- **CONTRIBUTOR PROPOSAL AGREEMENT**

(COLLECTIVELY, REFERRED TO HEREIN AS THESE "**TERMS**").

IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO ATTEND ETHDENVER OR USE THE SERVICE. **YOUR ATTENDANCE OF THE EVENT AND USE OF THE SERVICE, AND OUR PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY YOU TO BE BOUND BY THESE TERMS.**

ARBITRATION NOTICE. Except for disputes that may be brought in small claims court or disputes relating to the enforcement or validity of your or ETHDenver's intellectual property rights, all disputes arising out of or relating to these Terms of Service, including the breach, termination, enforcement, interpretation or validity thereof, shall be finally resolved by binding arbitration administered by JAMS in accordance with its Streamlined Arbitration Rules and Procedures. The arbitration shall be conducted in Denver, Colorado, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. You agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and **BY ACCEPTING THESE TERMS, YOU AND ETHDENVER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION BY SENDING WRITTEN NOTICE OF YOUR DECISION TO OPT OUT TO legal@ethdenver.com WITHIN 30 DAYS OF FIRST ACCEPTING THESE TERMS.**

1. Rules and Eligibility

1.1 Eligibility. You must be at least 18 years old to attend ETHDenver, unless written consent is provided by your parent or legal guardian. Such consent must be submitted to ETHDenver, LLC at least 14 days prior to the Event in a form provided by ETHDenver, LLC, which shall include: (i) acknowledgment of these Terms, (ii) assumption of risks on behalf of the minor, (iii) agreement to the liability waiver and indemnification provisions, (iv) emergency contact information, and (v) acknowledgment that the parent or legal guardian will be solely responsible for the minor's conduct and any damages or injuries caused by or to the minor. The parent or legal guardian must provide valid government-issued identification and legal proof of guardianship (such as birth certificate, court order, or legal guardianship documentation). Minors must be accompanied by their parent or legal guardian at all times during the Event unless expressly authorized in writing by ETHDenver, LLC. ETHDenver, LLC reserves the right to deny attendance to any minor if proper documentation is not provided, for safety reasons, or in ETHDenver, LLC's sole discretion. Some ETHDenver events may require you to be 21 years of age. You represent and warrant to us that: (a) you are at least 18
years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and use of the Service is in compliance with any and all applicable laws and regulations. If you are entering into these Terms on behalf of an entity, organization, or company, you represent and warrant that you have authority to bind the entity, organization or company to these Terms and that the entity, organization or company agrees to be bound by these Terms.

1.2 Registration. Once you have completed your application to attend and participate in ETHDenver, you will receive a confirmation of your attendance by email. Please use an email address you check regularly. We will communicate with you through this email. Your acceptance ticket and important ETHDenver updates will be sent here, so make sure you do not unsubscribe from communication. If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these Terms and accepts them. By completing the registration on behalf of another individual as attendee or participant, you: (a) represent and warrant that (i) you have the full legal authority to register the attendee and to bind the attendee to the terms hereof; (ii) you have made the attendee aware of these Terms and that they have accepted these Terms; (iii) the attendee meets all eligibility requirements set forth in Section 1.1; and (b) you shall indemnify, hold harmless and defend the Releasees (defined below) from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to a breach of such representation and warranty, the attendee's conduct at the Event, or any violation of these Terms by the attendee. You further agree to remain jointly and severally liable with the attendee for all obligations under these Terms.

1.3 **Free Event for SporkDAO Members; SporkDAO Membership Agreement**. ETHDenver is an entirely free event if you join as a member of SporkDAO, a web3 cooperative, subject to the terms and conditions of SporkDAO membership. If you choose to join SporkDAO as a member ("**Member**"), you will be asked to review and agree to the SporkDAO Membership Agreement. **YOUR DECISION TO JOIN SPORKDAO IS ENTIRELY OPTIONAL.** You are under no obligation to join SporkDAO. However, if you are not a Member of SporkDAO, you must purchase a non-member ticket, with current prices listed on the Site. All ticket sales are final and non-refundable except as required by applicable law. Tickets are non-transferable except with prior written approval from ETHDenver, LLC, which may be granted or denied in ETHDenver, LLC's sole and absolute discretion. In the event of cancellation, postponement, or material modification of the Event by ETHDenver, LLC due to circumstances beyond ETHDenver, LLC's reasonable control (including but not limited to acts of

God, natural disasters, public health emergencies, government orders, terrorism, civil unrest, or venue unavailability), ticket purchasers will be entitled to a credit toward a future ETHDenver event of equivalent value, at ETHDenver, LLC's sole option. No refunds will be provided in such circumstances. ETHDenver, LLC shall have no liability for any costs, expenses, or damages incurred by ticket purchasers due to Event cancellation, postponement, or modification.

1.4 **Accurate Information**. You acknowledge that if you provide us with false or misleading information (such as your identity or status as a student), or otherwise contravene the rules and obligations set out in these Terms, **you forfeit your right to participate in ETHDenver, any future events and/or obtain any prizes from ETHDenver**. You agree that in any such case, we may pursue any remedy at law or in equity to reclaim any prize or recover any damages occurring as a result of your contravention or misrepresentation.

1.5 **Privacy Policy**. ETHDenver is committed to protecting the privacy of attendees and participants. We do not rent, share, or sell your contact information or other identifying personal information to any third parties. Our Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

1.6 **OPT-IN Policy.** If you opt-in, in accordance with our **Attendee Information Privacy Protection Policy displayed upon registration [https://ethden.page.link/attendee-information],** the Organizers (defined below) may share your registration details, LinkedIn/Github profiles, details of your hackathon submission and product, and other information obtained from you in the course of, or relating to, ETHDenver with the sponsors of ETHDenver or other third parties, provided that such sharing complies with our Attendee Information Privacy Protection Policy and all applicable data protection laws. You acknowledge that such sponsors of ETHDenver may contact you during and after ETHDenver, and you may opt-out of such communications at any time by following the unsubscribe instructions in any communication or by contacting us at privacy@ethdenver.com. You may withdraw your consent to data sharing at any time by contacting us at privacy@ethdenver.com, though such withdrawal will not affect data already shared prior to your withdrawal, and ETHDenver, LLC shall have no obligation or liability to retrieve, delete, or otherwise remediate any data shared with third parties prior to withdrawal of consent.

1.7 Venue Rules. You must comply with all facility and equipment rules and requirements at the Venue during your participation in ETHDenver, including all safety instructions and requirements. You are not to engage in reckless or negligent behavior while using the facilities or at the Venue. This includes, but is not limited to, conduct that may cause an unreasonable risk of harm to any other person using such facilities.

1.8 **Badges.** You will be required to sign in and register for the Event at the Venue ("**Sign-In**"), where you will receive a badge ("**Badge**") and other registration materials ("**Registration Materials**"). For security and safety reasons, you agree that you will wear your Badge visibly at all times on your person during the Event at the Venue. Failure to do so may result in losing access to the Venue and related activities. Once you have received your Badge following registration at the Venue, it cannot be changed, substituted, reissued, or shared with another person. Please note, should you choose to allow another person to use your Badge for entrance to the Event, you may be subject to loss of your access to the Event, access to activities or spaces at the Event, and/or membership in SporkDAO.

1.9 **Lost or Stolen Badges:** If your Badge is lost, misplaced or stolen, a replacement Badge may be

purchased at the following prices for your continued access to the Event, subject to availability. Prices are: $2500 for SporkWhale, $599 for General Attendance - non-Member, and $100 for Member. In cases of theft where a police report is filed and provided to ETHDenver, LLC within 24 hours of discovery of the theft, ETHDenver, LLC may, in its sole and absolute discretion, issue a replacement badge at a reduced cost or without charge. ETHDenver, LLC reserves the right to verify the authenticity of any police report and to deny a replacement badge if the report cannot be verified or if ETHDenver, LLC suspects fraud or misrepresentation. Any other exceptions to this policy will require an Executive Steward exemption.

2. ETHDenver Code of Conduct

2.1 **Code of Conduct Generally**. We value the participation of each member of the community and want all attendees to have an enjoyable and fulfilling experience. To ensure this, all attendees are expected to show respect and courtesy to other attendees throughout the Event. To make clear what is expected, all attendees and speakers at ETHDenver are required to adhere strictly to this Code of Conduct. Please be aware, we will enforce this Code of Conduct throughout the Event, and non-compliance could lead to ejection from the Event.

2.2 **Harassment.** You understand that ETHDenver is a community hackathon intended for collaboration and learning in the community. Harassment, which is not limited to, but includes offensive verbal comments, remarks, hacks, or other online or digital activity related to gender, sexual orientation, physical or mental ability, age, socioeconomic status or background, ethnicity, appearance, race, religion, as well as sexual imagery, deliberate intimidation, stalking, inappropriate or unwanted physical contact, and unwelcome sexual advances, is strictly prohibited. Non-compliance with this rule could lead to immediate expulsion from the Event. Participants are expected to cease any harassing actions immediately upon request. Non-compliance will result in being asked to leave the Event. Be careful and mindful of the words that you choose. Remember that sexist, racist, and other exclusionary comments and hacks can be offensive to those around you are not tolerated at ETHDenver.

2.3 **Prohibited Conduct**. By applying to attend and attending ETHDenver, you agree not to:

(a) use the Service for any illegal purpose or in violation of any local, state, national, or international law;

(b) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;

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

(d) access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by ETHDenver;

(e) interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

(f) interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) collecting personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, including no ARP storms, no private WiFi access points and no private DHCP servers;

(g) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission or by means of any deceitful measure, including with the intent to defraud another user, or falsifying your age or date of birth;

(h) sell or otherwise transfer the access granted under these Terms or any ETHDenver Materials (as defined in Section 4) or any right or ability to view, access, or use any ETHDenver Materials; or

(i) attempt to do any of the acts described in this Section 2 or assist or permit any person in engaging in any of the acts described in this Section 2.

2.4 **Drugs, Alcohol, Weapons**. You expressly acknowledge and agree that illegal drugs or weapons of any kind will not be present or consumed during ETHDenver or any official ETHDenver function. While alcoholic beverages may be available to participants over the age of 21, you may not bring your own alcoholic beverages on to the premises. Further, you are prohibited from carrying weapons of any kind, including, without limitation, concealed or displayed firearms, and you may not bring weapons onto the Venue or any other ETHDenver official function, except as may be required by applicable Colorado law for licensed concealed carry permit holders. Your bag may be checked prior to entering a physical, in-person venue by employees, contractors and/or representatives of: (a) ETHDenver and/or (b) the Venue. ETHDenver reserves the right, in its sole discretion, without refund, deferral or credit to you, to expel you from the Event or Venue. You agree that this policy is in force, and agree to comply with this policy, regardless of the terms of any signs posted on the premises or Venue.

2.5 **Violations of the Code of Conduct**. You understand that if you engage in behavior that violates this Code of Conduct, we may take any action they deem appropriate, including, but not limited to, expulsion from the Venue or other ETHDenver activities and barring you from future events.

3. Event Recording; Likeness

3.1 **Acknowledgment**. You acknowledge that the organizers and sponsors of ETHDenver (collectively, the "**Organizers**") will be recording the ETHDenver event on video, photographs, audio recording and other media.

3.2 **Use of Images and Materials**. The Organizers have the right to use your likeness, image, voice, opinions, and appearance captured through video, photographs, audio recordings or other media during ETHDenver (collectively, the "**Images**"), for the purposes of use in websites, promotional materials, publications and other media of any of the Organizers, whether in print or electronically (the "**Materials**"). Images of your projects, developments, materials and belongings made at or brought to ETHDenver that are the primary subject of the photograph or video may be used only with your separate express written consent or as otherwise provided in the Contributor Proposal

Agreement; provided, however, that incidental capture of such items in general event photography or videography shall be permitted without separate consent. The foregoing right includes permission to copyright, use, re-use, publish, and republish Images in which you may be included, intact or in part, in conjunction with your own name, reproduction in color or otherwise, made through any and all media now or hereafter known. The Organizers agree to use commercially reasonable efforts not to use Images in a manner that is defamatory, pornographic, or that would violate any person's rights of privacy or publicity.

3.3 **Ownership**. The Organizers shall solely own the Materials in which you or your Images, in whole or in part, may appear, including copyright interests, and you have no ownership rights therein.

3.4 **Rights Granted**. You give all clearances, copyright and otherwise, for use of your Images, and to the extent permitted by applicable law, waive any moral rights that you may have in the Materials in which you or your Images may appear. The rights granted to the Organizers herein are perpetual and worldwide; provided, however, that you may request removal of specific Images by contacting ETHDenver, LLC at [contact information], and ETHDenver, LLC will use commercially reasonable efforts to remove such Images from materials under its direct control within ninety (90) days of receiving such request, though ETHDenver, LLC cannot guarantee removal from third-party sites, archived materials, or materials that have been distributed to third parties prior to the removal request. For greater certainty, my Images may continue to be used after the completion of ETHDenver.

3.5 **Review of Materials**. You relinquish any right that you may have to examine or approve the Materials in which you or your Images may appear or the use to which they may be applied, except as otherwise required by applicable law or as specifically provided in Section 3.2 regarding defamatory, pornographic, or privacy-violating uses.

3.6 **Release.** You hereby release and discharge ETHDenver LLC, SporkDAO LCA, Bufficorn Ventures, LLC, The Western Stock Show Association dba National Western Complex Inc., and their sponsors, volunteers, service providers, agents, staff, vendors, guests and all other participants in ETHDenver 2026, including their owners, directors, officers, agents, affiliates, employees, contractors, volunteers, and/or any other person or entity in any way associated with ETHDenver 2026 (collectively, the "**Releasees**") from and against any and all claims, actions and liabilities, whether known or unknown, that you may have by reason of the Releasees' use of the recordings or exercise of the rights granted herein in accordance with these Terms, including without limitation, claims arising from rights of privacy, defamation, publicity, portrayal in a false light, false endorsement, copyright infringement or unfair competition, and/or economic damage or loss, whether foreseen or unforeseen, or delay of any kind, that you may now or in the future have, except for claims arising from the Releasees' gross negligence, willful misconduct, or fraud, or uses that violate the express limitations set forth in Section 3.2. You hereby release, discharge and agree to hold harmless each and all of the Releasees from any liability by virtue of any unintentional blurring, distortion, alteration, optical illusion, or use in composite form of the Images that may occur or be produced in the recording of the Images or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy arising from such unintentional alterations; provided, however, that this release does not extend to intentional alterations made for defamatory, pornographic, or fraudulent purposes. For the purposes of this Section 3.6 and Section 10 below, “you” means you, your assigns, heirs, guardians, legal representatives, and successors in interest.

4. Intellectual Property.

4.1 Developments Owned by You. You will own any developments made by you during ETHDenver, and all right, title and interest in those developments, including the intellectual property rights therein, shall belong to you. However, you expressly acknowledge and agree that during the course of ETHDenver, you may obtain access to products, developments, information and other materials belonging to other participants of ETHDenver, the sponsors of ETHDenver and/or other third parties ("**Third Party Materials**"), and that nothing in these Terms are deemed to transfer any ownership, right, title or interest in such Third Party Materials to you. Your only rights to the Third Party Materials shall be those expressly granted to you by the owner(s) of the Third Party Materials. Specifically, any APIs or other software provided to you by sponsors of ETHDenver are subject to the subscription terms and software licenses associated with such APIs or other software.

4.2 Sharing of Information. You acknowledge that ETHDenver is intended to be an event where ideas are shared freely in a collaborative environment, and therefore acknowledge that any information that you share with other participants of ETHDenver, the sponsors of ETHDenver and/or other third parties during ETHDenver is solely at your discretion and risk, and that ETHDenver does not guarantee confidentiality of any information shared in public or semi-public spaces at the event. If you wish to protect your information, it is solely your responsibility to implement confidentiality and security measures with respect to the persons to whom you are disclosing your information. None of the Releasees (defined herein) shall have any responsibility under these Terms or by virtue of their participation in ETHDenver with respect to your information, except as expressly set forth in ETHDenver's Privacy Policy or as required by applicable law.

4.3 **Content**. The Service is owned and operated by ETHDenver. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by ETHDenver ("**ETHDenver Materials**") are protected by intellectual property and other laws. All ETHDenver Materials included in the Service are the property of ETHDenver or its third-party licensors. Except as expressly authorized by ETHDenver, you may not make use of the ETHDenver Materials. There are no implied licenses in these Terms and ETHDenver reserves all rights to the ETHDenver Materials not granted expressly in these Terms.

4.4 **Marks**. Any ETHDenver trademarks, service marks, and logos (collectively, the "**ETHDenver Marks**") used and displayed on or at the Service are ETHDenver's registered or unregistered trademarks or service marks. Any other product and service names located on any part of the Service may be trademarks or service marks owned by third parties (collectively with the ETHDenver Marks, the "**Marks**"). Except as otherwise permitted by law, you may not use the Marks to disparage ETHDenver or the applicable third party, ETHDenver's or a third party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Marks. You may not use any Marks as part of a link to or from any website without ETHDenver's prior express written consent. All goodwill generated from the use, display, reproduction, and distribution of any ETHDenver Marks, including but not limited to any adaptations or derivatives thereof, will inure solely and exclusively to ETHDenver's benefit.

4.5 For the avoidance of doubt, nothing in these Terms shall be deemed to vest in you any legal or beneficial right in or to any Marks or other intellectual property rights owned or used under license by ETHDenver or any of its affiliates; nor do these Terms grant you any right or license to any other intellectual property rights of ETHDenver or its affiliates, all of which shall at all times

remain the exclusive property of ETHDenver and its affiliates.

5. Fees; Payment Methods; BUIDLathon Prizes.

5.1 **Fees**. We reserve the right to set and modify prices for accessing certain Services ("**Fees**"). Prices for any Service feature, including new or additional fees, may change with or without notice. You will review and accept the Fees before payment. All Fees are in U.S. Dollars and non-refundable, except as required by applicable law. You are responsible for all Fees and taxes related to the Services, as well as any additional charges from chargebacks or unpaid amounts, including collection fees.

5.2 **Accurate Information**. You agree to provide accurate and current information for all Site purchases. You must update your account and payment details, such as email, payment method, and card expiration date, to facilitate transaction completion and communication. You agree to pay current prices for your purchases and authorize us to bill your selected payment provider for these amounts at purchase. If you agree to recurring charges, you consent to these charges occurring without prior approval for each instance, until you cancel.

5.3 **Payment Details**. For purchases, you must provide accurate payment details to our third-party payment processors, such as a valid credit card, which will be handled in accordance with our Privacy Policy. You commit to maintaining up-to-date and accurate payment details ("**Payment Details**"). ETHDenver or its processor may pre-authorize your card to validate its authenticity and assess available funds prior to a purchase. You may be required to participate in Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures by third-party providers. While these procedures are conducted by third-party providers and ETHDenver does not control the third-party providers' processes, ETHDenver will make reasonable efforts to assist with any issues that may arise. You acknowledge that failure to complete required KYC/AML procedures may result in inability to receive payments or prizes. You authorize us and our processors to charge your Payment Details for purchases, including applicable taxes. ETHDenver is not liable for transaction failures due to issues related to third-party processors, their disclosure of information, or any inaccuracies or omissions in the information you provide.

5.4 **Third Party Processers**. Credit card services are provided by Stripe, Inc. ("**Stripe**") and other third party processors we may use. You agree to their terms and conditions and other policies, which may change over time. You must provide accurate information for these services and authorize us to share it with Stripe. Standard processing fees apply to all Fees. We are not liable for any issues, losses, or damages arising from third-party service performance or non-performance.

5.5 **Errors and Mistakes**. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

5.6 **Payments at Your Own Risk**. Any transaction made or facilitated through or outside our Service is at your risk. We do not control or endorse external transactions and deny any duty to compensate or indemnify or hold you harmless for losses from such transactions, for any reason whatsoever.

5.7 **BUIDLathon Prize Winnings and Taxes**. Winning a prize at ETHDenver is exciting, but it's important to know that the prize money you receive may be considered taxable income by regulatory authorities. Please consult with your tax advisor for additional guidance about how prize winnings are taxed and what KYC compliance may be required. We have prepared generalized guidelines

for your information that may be accessed here. **NOTE THAT THESE GUIDELINES DO NOT CONSTITUTE TAX ADVICE AND ARE FOR INFORMATIONAL PURPOSES ONLY. ETHDenver makes no representations or warranties regarding the tax treatment of any prizes.**

6. Digital Wallet Access

6.1 **Access**. To access certain features of the Service, you may be required to use a supported crypto wallet (e.g., MetaMask) (a "**Supported Electronic Wallet**") which the Service will use to, among other things, verify your Account (as applicable). ETHDenver does not assume any liability with respect to any Supported Electronic Wallet. You must familiarize yourself with the terms of use, technology, and security protocols of any Supported Electronic Wallet.

6.2 **Your Electronic Wallet**. You represent to ETHDenver that your account on any Supported Electronic Wallet used by you in connection with the Service is owned or controlled exclusively and directly by you and no other person other than those authorized by you to act on your behalf (e.g., a trustee).

6.3 **Risk from Hacking and Theft**. The risk of hackers attempting to gain access to your Supported Electronic Wallet through various methods, including but not limited to, phishing schemes and other fraudulent communications, is real. It is IMPORTANT TO NOTE THAT ANY LOSSES ARISING FROM CLICKING ON ANY LINKS FROM A THIRD PARTY, EVEN IF SUCH THIRD PARTY APPEARS TO BE ETHDENVER, ARE YOUR SOLE RESPONSIBILITY. However, nothing in this Section limits ETHDenver's liability for its own gross negligence, willful misconduct, or fraud.

7. Licenses

7.1 **Limited License**. Provided that you comply fully and continuously with these Terms, ETHDenver grants you, strictly for your personal and non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use a single object code copy of any mobile or other downloadable application associated with the Service (regardless of whether it's installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device which is owned or controlled by you; and (b) access and use the Service.

7.2 **License Restrictions**. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, duplicate, distribute, publicly display, publicly perform, create derivative works of the Service; (b) make unauthorized modifications or alterations to the Service; or (c) interfere with, disrupt, or circumvent any security feature or any operational mechanism of the Service. If you are explicitly prohibited under applicable law from using the Service, you must abstain from using it.

7.3 **Feedback**. We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant ETHDenver a perpetual, irrevocable, non-exclusive, fully-paid, royalty-free, sublicensable, transferable, worldwide license to use, distribute, reproduce, modify, adapt, create derivative works, and otherwise exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services, provided that such Feedback is voluntarily given and not in exchange for any promised or implied benefits. We will have no obligation to provide

you with attribution for any Feedback you provide to us.

8. Third-Party Terms

8.1 **Third-Party Services and Linked Websites**. ETHDenver may provide tools through the Service that enable you to export information to third-party services, including through features that allow you to link your account with an account on the third-party service. By using one of these tools, you expressly authorize ETHDenver to transfer that information to the applicable third-party service, and you acknowledge that such transfer may be subject to the third-party service's terms and privacy policies. Third-party services are not under ETHDenver's control, and, to the fullest extent permitted by law, ETHDenver is not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under ETHDenver's control, and ETHDenver is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any information with such third-party services. Once sharing occurs, ETHDenver will have no control over the information that has been shared.

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

9. User Content

9.1 **User Content Generally**. Features of our Service allow you to post content, including social media posts, messages, reviews, photos, videos, audio, images, files, text, and other materials ("**User Content**"). You keep any copyrights and other ownership rights in your User Content that you post, according to the licenses given in these Terms.

9.2 **Representations**. When you upload User Content on or through the Service, you represent and warrant that, (a) you have all the rights and licenses necessary to use, reproduce, publish, display publicly, perform publicly, distribute, or otherwise exploit such User Content in connection with the Service (and to grant to ETHDenver the licenses set forth in these Terms); (b) the User Content will not infringe or otherwise violate the copyright, trademark, or other intellectual property rights of any third party; and (c) you have obtained the explicit written consent, release, and/or permission of each identifiable person depicted in your User Content to upload, transmit, publish, and/or disseminate their name and/or likeness through the Service, and you agree to provide ETHDenver with proof of such consent upon ETHDenver's request. For minors (individuals under 18 years of age in Colorado, or such other age as defined by applicable law in the minor's jurisdiction), you represent and warrant that you have obtained explicit written consent from their parent or legal guardian, and you agree to provide ETHDenver with proof of such consent upon ETHDenver's request.

9.3 **Limited License Grant to ETHDenver**. When you post User Content, you give ETHDenver and its successors, assigns, and sublicensees a global, non-exclusive, irrevocable, perpetual, sublicensable, transferable, royalty-free, fully paid-up license to use, store, display, reproduce, modify, create derivative works from, publicly perform, publicly display, and distribute your User

Content in any and all media formats and through any and all channels, whether currently known or developed later, for any purpose whatsoever, including but not limited to promotional, marketing, educational, and commercial purposes. You are responsible for any fees due to others for your User Content and ETHDenver's use of it as described here.

9.4 **Specific Rules for Photographs and Images**. By posting photos or images depicting identifiable individuals, you represent and warrant that you have obtained all necessary written consents, releases, and permissions from those depicted individuals (or their parents or legal guardians if they are minors) to post such images on the Service and to grant the licenses described in these Terms. You grant those depicted individuals (and their legal representatives or successors) a perpetual, worldwide, royalty-free, non-exclusive license to use, share, and display such photos or images for personal, non-commercial purposes across platforms and services. This license does not permit the depicted individuals to use such photos or images for third-party commercial promotions or to sell, license, or otherwise commercially exploit the images.

9.5 **You Must Have Rights to the Content You Post.** You must own or have all necessary rights to post User Content. You're responsible for your User Content and its posting. By posting, you confirm:

(a) You have the right to grant ETHDenver and users the use of your User Content as described.

(b) Your User Content doesn't and will not infringe, misappropriate, or otherwise violate any third party's intellectual property rights, rights of publicity or privacy, or any other legal rights, and does not and will not defame any person or entity, or violate any applicable laws or regulations.

(c) Your User Content isn't and will not be obscene, pornographic, abusive, offensive, profane, or otherwise inappropriate as determined by ETHDenver in its sole discretion, or violate any community standards or content policies established by ETHDenver from time to time.

9.6 **User Content Disclaimer**. ETHDenver has no obligation to monitor, control, or pre-screen User Content, but reserves the right (though not the obligation) to remove, block, or modify any User Content at any time, for any reason or no reason, in ETHDenver's sole discretion, including if it violates these Terms, is otherwise objectionable, or for any other reason whatsoever. You acknowledge that you may encounter User Content that is inaccurate, offensive, indecent, or otherwise objectionable, and you hereby waive, and agree not to assert, any legal or equitable rights or remedies you may have against ETHDenver with respect to any such User Content.

9.7 **Monitoring Content**. ETHDenver has no obligation to routinely monitor User Content but expressly reserves the right to do so at any time for any reason, including for operational, security, legal compliance, or other business reasons. ETHDenver may use, record, store, and act upon any information obtained through such monitoring in accordance with our Privacy Policy and as otherwise permitted by law. ETHDenver may remove or block access to any User Content in its sole and absolute discretion, without prior notice and without any liability whatsoever to you or any third party. ETHDenver expressly disclaims any and all liability arising from or related to User Content, including but not limited to any claims based on accuracy, completeness, legality, or appropriateness of User Content.

10. Disclaimer of Warranties, Limitation of Liability; Indemnification.

10.1 **DISCLAIMER OF WARRANTY**.

(a) THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. ETHDENVER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. ETHDENVER DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, CURRENT, RELIABLE, OR FREE OF ERRORS, VIRUSES, BUGS, MALWARE, OR OTHER HARMFUL COMPONENTS, AND ETHDENVER DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

(b) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR RELEASEES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE ETHDENVER ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

10.2 INDEMNIFICATION. To the fullest extent permitted by law, you are responsible for your use of the Service, including attendance of and participation in the Event, and you will defend, indemnify, and hold harmless the Releasees from and against every claim, demand, action, suit, proceeding, and any related liability, damage, loss, cost, and expense, including reasonable attorneys' fees and costs, expert witness fees, and court costs, arising out of or connected with: (1) your use, unauthorized use of, or misuse of, the Service; (2) your breach or alleged breach of any portion of these Terms, including any representation, warranty, covenant, or agreement referenced in these Terms, or any applicable law or regulation; (3) your negligent acts or omissions, reckless conduct, or intentional misconduct in connection with your attendance at or participation in the Event; (4) your violation or alleged violation of any third-party right, including any intellectual property right, publicity right, privacy right, confidentiality obligation, contractual right, or other property right; (5) any dispute or issue between you and any third party; (6) your User Content or any content you post, upload, or transmit through the Service; or (7) any claim that your User Content caused damage to a third party. ETHDenver reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to fully cooperate with ETHDenver's defense of those claims at your own expense, including by providing information, documents, testimony, and other assistance as reasonably requested by ETHDenver. You may not settle any claim subject to indemnification under this Section without ETHDenver's prior written consent.

10.3 **RELEASE**. You shall not assert any claim, action or demand against the Releasees in connection with

your attendance at and participation in ETHDenver, and you hereby release the Releasees from and against any and all claims, actions and liabilities, whether known or unknown, that you now have or may have in connection with your attendance at and participation in ETHDenver, now and in the future, including, but not limited to, any loss resulting from your interaction with staff, volunteers, service providers, or others, any equipment, stairs, food, goods sold, or virus or infectious disease, whether or not caused by Releasees' negligence.

10.4 **LIMITATION OF LIABILITY**.

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASEES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY RELEASEE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE MAXIMUM LIABILITY OF THE RELEASEES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE (INCLUDING ANY NEGLIGENT ACT OR OMISSION), SHALL BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID BY YOU TO ETHDENVER UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS ($100).

10.5 **ALLOCATION OF RISKS**. YOU ATTEND THE EVENT AT YOUR OWN RISK AND ASSUME RISKS OF INJURY THAT MAY ARISE AS A RESULT OF YOUR ATTENDANCE AND PARTICIPATION IN THE EVENT, EXCEPT FOR INJURIES CAUSED BY ETHDENVER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE SAFETY LAWS. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.6 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 10 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. ETHDENVER DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT ETHDENVER IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

11. Dispute Resolution and Arbitration

11.1 **Generally**. Except as described in Section 11.2 and 11.3, you and ETHDenver agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless

of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

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

11.2 **Exceptions**. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court, given it is within the jurisdictional limits of such courts; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

11.3 **Opt-Out**. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 11 within 30 days after the date that you agree to these Terms by sending a letter to ETHDenver, LLC, Attention: Legal Department – Arbitration Opt-Out, 3900 E. Mexico Ave., Suite 300, Denver, Colorado 80210 that specifies: your full legal name, the email address associated with your Account on the Service, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Upon receipt of your Opt-Out Notice by ETHDenver, this Section 11 will become void, and any action stemming from these Terms will be resolved as articulated in Section 14.3. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

11.4 **Arbitrator**. This arbitration agreement, and any arbitration ensuing from our relationship, is governed by the Federal Arbitration Act ("FAA") and will be administered by JAMS under the JAMS Streamlined Arbitration Rules and Procedures applicable to consumer disputes (collectively, "**JAMS Rules**"), as modified by these Terms. To the extent any provision of these Terms conflicts with the JAMS Rules, these Terms shall control, provided such modification does not render the arbitration agreement unenforceable under the FAA. The JAMS Rules and filing forms are available online at www.jamsadr.org, by calling the JAMS at +1-800-352-5267 or by contacting ETHDenver.

11.5 **Commencing Arbitration**. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). ETHDenver's address for Notice of Arbitration is: ETHDenver, LLC Attention: Legal Department – Arbitration Notice, 3900 E. Mexico Ave., Suite 300, Denver, Colorado 80210. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or ETHDenver may commence an arbitration proceeding. If you initiate arbitration in compliance with these Terms, ETHDenver will cover your filing fee up to the amount specified in the JAMS Rules for consumer arbitrations, unless your claim exceeds US$10,000. If ETHDenver has received 25 or more similar arbitration demands within a 180-day period that raise similar claims and are represented by the same or coordinated counsel ("Mass Filing"), the payment of fees will be determined by the JAMS Mass Filing Supplemental Rules, and the arbitrations may be processed in batches as provided therein. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the

standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

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

11.7 **Arbitration Relief**. Except as provided in Section 11.8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount that exceeds the last written settlement offer made by ETHDenver before an arbitrator was appointed, ETHDenver will pay you the greater of: (a) the amount awarded by the arbitrator or (b) US$5,000, provided that your claim was made in good faith, you complied with the pre-arbitration notice requirements in Section 11.5, and you reasonably participated in the arbitration process. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

11.8 **No Class Actions**. YOU AND ETHDENVER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ETHDENVER agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, except as may be required by applicable law.

11.9 **Modifications to this Arbitration Provision**. If ETHDenver makes any material change to this arbitration provision, you may reject the change by sending us written notice via certified mail, return receipt requested, within 30 days of the date we provide notice of the change to ETHDenver's address for Notice of Arbitration, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and ETHDenver, but all other provisions of these Terms, as modified, will apply to your continued use of the Service, and you will be deemed to have accepted such modifications by continuing to use the Service.

11.10 **Enforceability**. If Section 11.8 or the entirety of this Section 11 is found to be unenforceable, or if ETHDenver receives an Opt-Out Notice from you, then the entirety of this Section 11 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 14.3 will govern any action arising out of or related to these Terms.

12. Under 18 Participants

12.1 **Parental Consent Required**. We're super excited for your minor ("**Minor**") to learn with us. Before they join in the fun, a parent or legal guardian must give their informed, written consent to these Terms on behalf of themselves and their Minor, acknowledging that they have read, understood, and agree to be bound by all provisions including the liability waivers, indemnification obligations, and arbitration provisions contained herein.

12.2 **Supervision Required**. All Minors must be accompanied by their parent or guardian at all times during ETHDenver. We will conduct interviews with Minors and their parent or legal guardian before the Event and confirm their presence at the time of registration at the Venue. Parents or legal guardians must remain on-site and immediately accessible to their Minor at all times during the Event.

12.3 **Adherence to Rules**. Participants, including minors, must adhere to all rules and requirements related to the facility and equipment during their participation in ETHDenver. This includes adherence to these Terms, the Code of Conduct provided earlier, and all safety instructions and requirements. They must not take unreasonable risks, including those that could endanger themselves or others, and failure to comply with this requirement may result in immediate removal from the Event without refund.

12.4 **Risk Acknowledgment**. The Minor, along with their personal representatives, heirs, next of kin, successors and assigns, acknowledges and understands the variety of activities, equipment, and facilities offered at ETHDenver. They fully comprehend the potential risks that come with participating in such activities and using such equipment and facilities.

12.5 **Liability for Damages**. Any damages or injuries resulting from a minor's participation in ETHDenver, either to property or individuals, including damages or injuries inflicted on others, fall under the full responsibility of the minor's parent or guardian, per the stipulations of these Terms. Parents and guardians agree to indemnify, defend, and hold harmless ETHDenver, LLC and its officers, directors, employees, agents, and affiliates from any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from their minor's participation in the Event.

12.6 **Acceptance of Terms**. Before agreeing to these Terms, the Minor and their parent or guardian should ensure that they have clarified any questions concerning these Terms and ETHDenver. It is important that they affirmatively acknowledge their understanding and acceptance of these Terms, acknowledging explicitly that no assurances or promises have been made outside these written Terms, and that they have had the opportunity to consult with legal counsel before agreeing to these Terms.

13. Copyright Infringement

13.1 **DMCA**. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Service, you may contact our Designated Agent at the below address. If the posted material is believed in good faith by us to violate any applicable law, we will

remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

ETHDenver, LLC
Attn: Launch Legal (IP Notification)
3900 E. Mexico Ave., Suite 300, Denver, CO 80210
Email: legal@ethdenver.com

13.2 **Inclusion of Certain Information**. In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

13.3 **False Notifications of Claimed Infringement or Counter Notifications**. The Copyright Act provides at 17 U.S.C. § 512(f) that: "[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of ETHDenver relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it." ETHDenver reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

14. Miscellaneous

14.1 **Entire Agreement**. These Terms, including the Privacy Policy, Contributor Proposal Agreement, and any other agreements expressly incorporated by reference into these Terms, constitute the entire and exclusive understanding and mutual agreement between you and ETHDenver regarding your use of the Service. This agreement supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms. All amendments to these Terms should be documented in writing and require the signatures of both parties, unless stated otherwise within this agreement. If any provision in these Terms conflicts with any of the provisions in the aforementioned agreements, the provisions in these Terms shall govern and control. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent.

14.2 **Waiver and Enforceability**. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or

default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

14.3 **Governing Law**. These Terms are governed by the laws of the State of Colorado without regard to conflict of law principles or other principles that provide for the application of the law of another jurisdiction. Subject to Section 11 above, to the extent the parties are permitted under these Terms to initiate litigation in a court, you and ETHDenver submit to the personal and exclusive jurisdiction of the state courts and federal courts located in Denver, Colorado for resolution of any lawsuit or court proceeding permitted under these Terms.

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

14.5 **Agency**. These Terms do not create any agency, partnership, joint venture, or employment relationship, and you acknowledge and agree that you do not have any authority to commit, bind or obligate ETHDenver in any manner whatsoever.

14.6 **Consent to Electronic Communications**. By using the Service, you expressly consent to receiving certain electronic communications from us as further described in our Privacy Policy. You acknowledge and agree that any notices, agreements, disclosures, or other communications that we send to you
electronically will satisfy any legal communication requirements, including that those communications be in writing.

14.7 **Contact Information**. ETHDenver, LLC, Attention: Legal Department, 3900 E. Mexico Ave., Suite 300, Denver, Colorado 80210. You may contact us by sending correspondence to that address or by emailing us at legal@ethdenver.com.

14.8 **International Use**. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

14.9 **Modification of Terms and Service**. We may modify these Terms from time to time. We will provide you with at least thirty (30) days' prior written notice of any material modifications to these Terms by posting the modified Terms on the Service or by sending notice to the email address associated with your account. Please check these Terms periodically for changes. Material revisions will be effective thirty (30) days after notice is provided, unless you terminate this agreement before the effective date. Non-material revisions may be effective immediately upon posting. If you do not agree to any material modifications to these Terms, you may terminate this agreement by discontinuing your use of the Service within thirty (30) days of receiving notice of such modifications. Your continued use of the Service after the thirty (30) day notice period will constitute acceptance of the modified Terms. Upon termination, you will have a reasonable period of at least thirty (30) days to remove your User Content from the Service. No modifications to these Terms will apply retroactively to any dispute between you and ETHDenver that arose prior

to the effective date of such modification. Any dispute that arises will be governed by the version of these Terms in effect at the time the dispute arose. ETHDenver, reserves the right, at its sole discretion, to modify, suspend, or discontinue all or any portion of the Service at any time, temporarily or permanently, with or without notice to you. ETHDenver will have no liability for any change to the Service, or any suspension or termination of your access to or use of the Service.