

Terms of Service

These terms of service (“**Terms of Service**”) govern the provision of the Services (as defined below) through the application Elemental (the “**Application**”) rendered by Application publisher - Elemental Global Services S.A., having an address at Traugutta 42A Street, 05-825 Grodzisk Mazowiecki, Poland registered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under KRS number 0000375737, NIP (tax identification number) 5291756419 (“**Elemental**” or “**we**”) to users of the Application (“**user**,” or “**you**”). Our Services encompass account maintenance and enabling communication between:

- Users and Elemental;
- Users and entities from the capital group to which the Elemental belongs (“**Elemental Group**”): for USA Legend Smelting and Recycling LLC, MD Core LLC, PGM of Texas LLC, Daniel Ball Converter Recycling, Inc., Colt Recycling LLC, for EU: RECAT GmbH, UAB „EMP recycling“, PGM Group sp. z o.o., Elemental Benelux B.V., Elemental Strategic Metals sp. z o.o. and for UK Elemental Resource Management Ltd.
- Users among themselves.

By clicking on the “I Accept” button, completing the registration process by creating an Account (as defined below), accessing the Application, or otherwise accessing or using any of the Services, you expressly accept the Application Policies (as defined below), and Elemental’s provision of the Services is expressly conditioned on your acceptance of the Application Policies.

1. Eligibility

The Services shall only be used, and the Application shall only be accessed, by users who are at least 18 years old. By accessing, browsing or using the Application and/or subscribing to the Services, you represent and warrant that you are of legal age to form a binding contract with Elemental and, in any event, at least eighteen (18) years of age. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE APPLICATION OR ANY OF THE SERVICES.**

A user is an employee, representative, consultant, contractor, subcontractor, or agent of the vendor who subscribed to the Application (“**Vendor**”), who is authorized to use the Application by the Vendor. User represents that he/she has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder, and that user has the authority to bind the Vendor to these Terms of Service. Vendor shall ensure that its authorized users comply with these Terms of Service.

User and Vendor represent and warrant that they each have the rights to offer the Products for sale to Elemental and have obtained all necessary permits, licenses and authorizations that are required under applicable law to offer the Products for sale to Elemental.

In order to properly use the functionality of the Application, it is necessary to meet the following conditions:

- a) connection to the Internet;
- b) use of devices that allow the use of Internet resources;
- c) acceptance of cookies, which are necessary to ensure the proper functioning of the Application;

2. Services

The Services consist of all of the products and services accessible via the Application, or otherwise made available by us, for purposes of enabling users to search and learn about the prices of automotive catalytic converters or their components, including in particular the monolith (the “**Products**”), and depending on the user's status, also:

1) **for Users who have been granted Vendor Admin status** (as defined below) - for the purpose of:

- a) offering to sell Products to Elemental Group entities, pursuant to terms and conditions that will be negotiated and entered into between Vendors and Elemental Group entities outside of the Application, as well as creating and maintain order registers and exchanging the agreed purchase agreement. For the Users, who are residents of the USA, the Application allows also to sign the sale contract. For the Users, who are residents of the European Union Member State, the Application allows only to sign a document on the pricing of Products (to reserve the price) - the proper sales contract can only be concluded outside the Application.

Signing of any documents using the Application will be done by:

- typing the name;
 - selecting checkbox to confirm that this signature is the legal equivalent of manual signature;
 - entering a graphic representation of the signature.
- b) offering to buy Products by Vendors from other third parties and creating the register of orders, based on terms agreed outside the Application; a binding purchase agreement will be concluded outside the Application;

2) **for all Users** – for the purpose of:

- a) creating an Account that allows to check and analyze the prices of the Products and create the list of potential orders for own purpose;
- b) providing information on the purchase prices of particular metals by Elemental, a map location overview, the latest news on the metal market;
- c) enabling you to contact us via the contact form (for reporting bugs, constructive criticism and suggestions) and
- d) enabling you to subscribe to the Newsletter (as defined below).

(collectively, the “**Services**”).

For the avoidance of doubt, maintaining order registers by users, adding products to the cart, or creating an order list are not binding either on the part of Elemental or the other users of Application. The terms of purchase agreement such as price, delivery terms, payment deadline etc. are each time agreed outside the Application and specified in the purchase agreement.

Newsletter

Newsletter is an electronic service consisting of sending to the User, by Elemental or on its behalf, periodic messages, containing, in particular, information about Elemental's and its affiliates business activities, new Services, planned investments etc., to the e-mail address indicated by the User ("**Newsletter**").

The User may subscribe to the Newsletter at any time by providing an e-mail address and consenting to receive commercial information. To subscribe to the Newsletter, the User must complete the form available in the app.

The Newsletter is a service provided free of charge for an indefinite period of time.

The User may unsubscribe from the Newsletter at any time through one of the following actions:

- a) clicking on the link for resignation from the Newsletter, included in each email sent to the User within the Newsletter, or
- b) sending the relevant request to the email address: support@elemental.biz.

Third Party Products

The Services may integrate access to or aspects of Third-Party Products. For purposes of these Terms of Service, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. For the purposes of these Terms of Service, "**Third-Party Products**" means any products, content, services, information, websites, integrations, or other materials that are owned by third parties and are incorporated into or accessible through the Services.

Complaints

All complaints related to the Services should be directed to Elemental by email to: support@elemental.biz. The maximum time limit for processing a User's complaint is 14 days from the date of receipt of the complaint notification to Elemental.

3. Account

In order to access the Services, you shall be required to register an account with Elemental through the Application ("**Account**"). For registering an Account, you must have a valid email address and you must provide the following information: first name, last name, phone number, address, password, and company name. In registering your Account, you agree to (a) provide true, accurate, current and complete information as prompted by the registration form (the "**Registration Data**"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Account creation is prior to user verification by Elemental. Only users approved by Elemental may use the Application. Elemental may, at its discretion:

- a) grant a user status that allows user to use the application functionality indicated in the in Section 2, subsection 1 (“**Vendor Admin status**”);
- b) refuse to approve a user.

User and Vendor are responsible for all activities that occur under user’s Account. You agree that you shall monitor your Account to restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You agree to notify Elemental immediately of any unauthorized use of or access to your Account or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Elemental has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Elemental has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You may establish only one (1) Account per person to participate in the Services, and should Elemental discover that you have opened more than one (1) Account per person, in addition to any other rights that Elemental may have, Elemental reserves the right to suspend or terminate any or all of your Accounts.

Elemental reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Elemental, or if you have been previously banned from any of the Services. We reserve the right to deny or rescind any username, in our sole discretion, that we determine to be vulgar, demeaning, obscene, illegal, or claims the identity of another person other than you. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Elemental.

You can delete your Account at any time by using the designated deletion feature available in the Application’s settings.

4. Prohibited Uses of the Services

Unless otherwise permitted under these Terms of Service, you may not: (a) use the Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms of Service or the present Section, or is otherwise threatening, fraudulent, or harmful in any way; (b) use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services; (c) use or attempt to use another user’s account or information without authorization from that user and us; (d) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner; (e) reverse engineer any aspect of the Services, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof, or bypass or circumvent (i) measures employed to prevent or limit access to or use of any part of the Services or (ii) restrictions aimed at deterring or preventing uses of the Services that violate this Section; (f) develop or use any applications or software that interact with the Services without our authorization (such as through our APIs); (g) use any part of the Services to research and develop products, models and services that compete with Elemental; (h) use any part

of the Services as input for any machine learning or artificial intelligence technology that is not provided by us; (i) use any part of the Services as part of a dataset that may be used for training, fine-tuning, developing, testing or improving any machine learning or artificial intelligence technology; (j) copy the Application, or use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application; (k) frame, mirror, or otherwise incorporate the Application or any portion of the Application as part of any other mobile application or service; (l) use any illustrations, photographs, video or audio sequences, or any graphics provided in the Application other than for purposes of using the Services in accordance herewith; (m) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Application; (n) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application; (o) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; (p) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or (q) provide to Elemental any social security or insurance number, financial account number, drivers' license number, health information, or other sensitive information required to be secured under applicable local, state, provincial, national, or other law, rule, or regulation, or for which disclosure is required in case of a data breach without first obtaining Elemental's prior written consent.

5. Changes to the Services

We may change or discontinue all or any part of the Services at our sole discretion. We will inform you of significant changes or our intention to discontinue Services, if possible.

6. User Content

You may upload images and graphics (collectively, the “**Content**”) as part of your use of the Application. IF YOU CHOOSE TO MAKE ANY OF YOUR INFORMATION OR THE CONTENT PUBLICLY AVAILABLE THROUGH THE SERVICES OR OTHERWISE, YOU DO SO AT YOUR OWN RISK. You are solely responsible for the development, content, operation, maintenance, and use of your Content. You shall ensure that all Content, and the use of it by you, complies with these Terms of Service and any applicable laws, rules or regulations.

You hereby grant to Elemental a fully paid, nonrevocable, perpetual, nonexclusive, royalty-free, worldwide, transferable, assignable, and sublicensable right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly or otherwise perform and display, and use your Content to provide the Services (including the trust and safety features therein), to improve the Services, and to develop new services and products. Notwithstanding the foregoing, we will not commercialize your Content on a standalone basis without your permission to do so.

You may not provide Content for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that you have all necessary rights and appropriate consents related to Content to allow Elemental to provide the Services and enforce its

rights. You agree not to submit any Content that: (a) infringes the copyright, trademark, patent or any other intellectual property or other proprietary rights of any party; (b) you do not have a right to submit; (c) contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) poses a privacy or security risk to any person; (e) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, such as “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (f) is threatening, abusive, harassing, tortious, bullying, or excessively violent; (g) is defamatory, libelous, or verifiably false with the purpose of harming others; (h) constitutes hate speech that demeans or promotes discrimination or violence on the basis of race, ethnicity, national origin, gender, gender identity, sexual orientation, religion, age, or other social, physical or mental characteristics; (i) is obscene or pornographic; (j) constitutes sexual harassment; (k) constitutes sexual exploitation or abuse of a minor, including sharing child sexual exploitation or abuse imagery or content, grooming, or sexual extortion; (l) glorifies self-harm, including self-injury, suicide, or eating disorders; (m) promotes terrorism or violent extremism; (n) interferes with or disrupts the Services or servers or networks connected to the Services; (o) in the sole judgment of Elemental, is objectionable or that restricts or inhibits any other person from using or enjoying the Services, or may expose Elemental or its users to any harm or liability; (p) relates to or impersonates any other person; (q) contains any content, personally identifiable information or other information, or materials of any kind that relate or refer to any other person or entity; or (r) if submitted on the Application, would constitute a breach of an agreement between you and any third party or a violation of a governmental order or any applicable law (“**Prohibited Content**”).

Any person accessing the Content who believes it should be consider Prohibited (“**Notifier**”) may notify Elemental of such Content by e-mail to the e-mail address included in the Terms of Services, together with an identification of the place where Elemental will be able to see the aforementioned Content and all necessary details for processing the notification, including contact details of the Notifier and the third parties involved (if possible).

In order to enable and facilitate the evaluation of the Content, the Notifier should provide the following information:

- a) justification of the reasons why the Notifier believes the Content is Prohibited;
- b) the exact location of the Content and, if applicable, additional information to enable its location on the site (e.g., by sending a screenshot, photo or screen recording);
- c) the name and e-mail address of the Notifier, with the exception of a notification of information deemed to be linked to one of the offenses referred to in Articles 3-7 of Directive 2011/93/EU;
- d) a statement confirming the bona fide belief of the Notifier that the information and allegations contained therein are correct and complete.

Elemental will promptly notify the receipt of the notification. If the Notifier does not provide his contact information, Elemental will be relieved of the obligation to acknowledge receipt of the notification and provide information on the outcome of the notification.

Elemental will make decisions on the notification within no more than 14 days from the date of receipt of the notification. Consideration of the notification will be carried out in a non-arbitrary,

objective manner and with due diligence. Elemental will inform the Notifier without undue delay of the result of its decision on the notification, its content and justification.

You agree to defend, indemnify and hold Elemental, its affiliates and subsidiaries, and their respective employees, contractors, consultants, agents, representatives, successors and assigns harmless from any damages, losses, costs, or expenses, including attorneys' fees, which Elemental may incur as a result of the upload of Content.

If the Content is considered Prohibited, Elemental may: (a) delete or remove Content or refuse to post any Content at any time and for any reason with or without notice, including for any violations of applicable law or these Terms of Service; (b) terminate or suspend your access to all or part of the Services, temporarily or permanently, if the Content is reasonably likely, in our sole determination, to violate applicable law or these Terms of Service; (c) take any action with respect to the Content that is necessary or appropriate, in Elemental's sole discretion, to ensure compliance with applicable law and these Terms of Service, or to protect Elemental's rights, or to protect any third-party rights, including third-party intellectual property and privacy rights; and (d) as permitted by law, cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Content on or through the Services.

Elemental will inform the Notifier about the decision made and the content moderation actions with the justification. The Notifier may appeal against Elemental's decision within 14 days from the date of receipt of the decision, providing justification at the same time. The Notifier's appeal will be considered by Elemental within 14 days from the date of receipt. As a result of the consideration of the appeal, Elemental will forward a new decision with justification.

7. License and Proprietary Rights

Subject to your acceptance and compliance of these Terms of Service, including payment of all applicable fees, Elemental grants you a personal, nonsublicensable, nonexclusive, nontransferable, limited license, solely for so long as you have a valid Account, as applicable, and subject to any restrictions specified on the Application, as may be described more fully on the Application, as amended from time to time, to access and use the Services over the internet, in accordance with the terms of these Terms of Service. User and Vendor acknowledge and agree that they will each comply with all laws, rules, and regulations applicable to the use of the Services and transactions related to use of the Services and the Application.

These Terms of Service do not transfer any right, title or interest in any intellectual property right to you and/or Vendor, except as expressly set forth in these Terms of Service. Elemental or its licensors shall own and retain all rights, title and interest in and to (a) any text, graphics, images, music, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; (b) the Application and the Services (including, without limitation, the Premium Features); and (c) any and all modifications, enhancements and updates to the items listed in clause (a) and (b). There are no implied rights. Elemental reserves all rights not expressly granted herein. You acknowledge that any ideas, inventions, suggestions for improvement or discussions submitted by you regarding any aspect of the Services, including, without limitation, the functioning, features, and other characteristics thereof (or any component thereof) (all of the foregoing, collectively, "**Feedback**")

may be used by Elemental without compensation or attribution to you, and you hereby grant to Elemental, its subsidiaries, affiliates and partners a worldwide, irrevocable, royalty free, non-exclusive, sublicensable and transferable license under all intellectual property rights in and to the Feedback for Elemental to use for any purpose.

8. Confidentiality

“Confidential Information” means all trade secrets, know-how, inventions, developments, software and other financial, business or technical information disclosed by or for Elemental in connection with the Services. Confidential Information does not include any information you can demonstrate is (a) already known by you without restriction, (b) rightfully furnished to you without restriction by a third party not in breach of any obligation, (c) generally available to the public without breach of these Terms of Service, or (d) independently developed by you without reliance on such Confidential Information.

Except for the specific rights granted by these Terms of Service, user and Vendor shall not access, use or disclose any of Elemental’s Confidential Information without our prior written consent, and user and Vendor shall use at least the standard of care used to protect their respective own Confidential Information, but not less than a reasonable standard of care, including ensuring that its employees and contractors with access to such Confidential Information (a) have a need to know for the purposes of these Terms of Service and (b) have been apprised of and agree to restrictions at least as protective of the disclosing party’s Confidential Information as these Terms of Service. Without limiting anything herein, the Services, the Application, any information regarding the Products and the metal market provided through the Application are owned by and are Confidential Information of Elemental, and user and Vendor shall not use any such Confidential Information to create any service, software, documentation or data that is similar to any aspect of the Application or the Services. Promptly after any expiration or termination of these Terms of Service (or at Elemental’s request at any other time), user and/or Vendor, as applicable, shall return all Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom. User expressly acknowledges and agrees that Elemental shall have no liability to user or Vendor for any Confidential Information uploaded to the Application by user and made available and visible to other users or Vendors. User acknowledges and agrees that Elemental in no way controls the data uploaded by user to the Application.

9. Indemnity

You and Vendor hereby agree to, jointly and severally, indemnify, defend, and hold Elemental, and its licensors, affiliates and subsidiaries, and each of their respective officers, directors, agents, partners, employees, contractors and consultants harmless from and against any and all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses, including without limitation attorney’s fees, arising out of (i) user’s and/or Vendor’s use of or conduct in connection with the Services, including without limitation breach of any representation, warranty or other obligation made herein; (ii) disputes between user and/or Vendor and third parties in connection with the Application or the Services; (iii) negligence or willful misconduct; (iv) the Content or Feedback; (v) user’s and/or Vendor’s violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); or (vi) user’s and/or Vendor’s conduct in connection with the Services or the Content.

10. Warranty Disclaimer and Limitation of Liability

YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, THE PROPER AND SAFE USE OF THE SERVICES. AS SUCH, THE SERVICES ARE PROVIDED “AS IS”, “WHERE IS” AND “AS AVAILABLE,” AND ELEMENTAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICES, INCLUDING ANY THIRD-PARTY PRODUCTS INTEGRATED THEREIN, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ELEMENTAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED.

NEITHER ELEMENTAL NOR ANY OF ITS AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, AFFILIATES, AGENTS OR OTHER REPRESENTATIVES ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND ANY RISK OF INJURY RELATED TO THE FOREGOING RESTS ENTIRELY WITH THE USER AND VENDOR. WITHOUT LIMITING THE FOREGOING, ELEMENTAL OR ANY THIRD PARTY CONTENT PROVIDERS OR LICENSORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, AFFILIATES, AGENTS OR OTHER REPRESENTATIVES DO NOT WARRANT THAT THE SERVICE, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) INCLUDED ON OR OTHERWISE MADE AVAILABLE TO USERS THROUGH THE APPLICATION, THE SERVER SUPPORTING THE APPLICATION, OR E-MAILS SENT FROM ELEMENTAL WILL BE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT OR THAT THE APPLICATION WILL OPERATE WITHOUT INTERRUPTION OR ERROR. USER ACKNOWLEDGES THAT ELEMENTAL DOES NOT GUARANTEE THE ACCURACY OF DATA CAPTURED THROUGH ITS APPLICATION. ELEMENTAL IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING FROM THE CAPTURE, ANALYSIS, OR INTEGRITY OF SUCH DATA UNDER ANY CIRCUMSTANCES. USER ACKNOWLEDGES THAT ELEMENTAL IS NOT RESPONSIBLE IN ANY WAY FOR MAINTAINING, SECURING, UPDATING, CHARGING OR REPLACING HARDWARE, OR COMPONENTS OF HARDWARE. USER ACKNOWLEDGES THAT ELEMENTAL IS NOT RESPONSIBLE IN ANY WAY FOR FIRE, THEFT, LOSS, DAMAGE OR ANY LIABILITIES ARISING FROM THE HARDWARE USED BY USER TO ACCESS OR USE THE APPLICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT WILL ELEMENTAL OR ITS AFFILIATES (INCLUDING, BUT NOT LIMITED TO, THEIR LICENSORS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, AGENTS, PARTNERS, REPRESENTATIVES AND EMPLOYEES) BE LIABLE TO VENDOR, USER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR CLAIM FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, OPPORTUNITY OR DATA, OR DELAY, EVEN IF FORSEAEABLE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. ADDITIONALLY, IN NO EVENT SHALL ELEMENTAL BE

LIABLE FOR DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE APPLICATION, THE SERVICES, OR OTHERWISE RELATED TO THESE TERMS OF SERVICE (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM ELEMENTAL, OR FROM EVENTS BEYOND ELEMENTAL'S REASONABLE CONTROL, SUCH AS APPLICATION INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS OR OMISSIONS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE).

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ELEMENTAL IS FOUND LIABLE IN RESPECT OF ANY LOSS, DAMAGE OR CAUSE OF ACTION (WHETHER CONTRACTUAL, EXTRA-CONTRACTUAL OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (OR ANY PORTION THEREOF) OR THE APPLICATION, ELEMENTAL'S LIABILITY SHALL BE STRICTLY LIMITED TO THE GREATER OF: (I) ONE HUNDRED U.S. DOLLARS (\$100); OR (II) THE TOTAL MONTHLY PRICE YOU PAID FOR THE SERVICES (IF ANY) DURING THE MONTH PRECEDING THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11. Elemental Communications

As a result of using the Services, you may receive communications from us, including via e-mail, text messages (with your consent, where required by law), in-app message and push notifications. Communications from us and our affiliated companies may contain only information related to your use of the Application, such as: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services.

If you wish to receive promotional information from us, you may give your consent to do so during registration or at any time in the Application. You may withdraw such consent at any time.

12. Force Majeure

Elemental shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, war, acts of terrorism, acts of civil or military authorities, floods, accidents, insurrections, riots, embargoes, fires, strikes, delays in transportation, epidemic, pandemic or other public health issue, shortages, failure of any party to perform any contract with Elemental related to the provision of the Services, delay, interruption or suspension of sporting events, blackouts or governmental laws, regulations, orders or actions.

13. Application Policies

For any other legal information concerning your access to, use of, or the way the Application or the Services may use and collect your personal information, please read the Privacy Policy (together with these Terms of Service, collectively, the “**Application Policies**”). <https://app.elemental.biz/en/privacy>

Elemental reserves the right to amend any portion of the Application Policies at any time and without prior notice to you; as such, please make sure you review the current Application Policies prior to making a purchase on the Application or using the Services. Any amendments or updates to any Application Policies shall be effective upon publication in their respective sections of the Application.

Section 14a applies to you if you are a resident of the European Union member state.

Section 14b applies to you if you are a resident of the United States of America.

14a. Applicable Law – EU

These Terms of Service and their interpretation shall be governed by the polish law without regard to its conflicts of law rules. User expressly agrees that exclusive jurisdiction for resolving any claim or dispute with Elemental relating in any way to use of the Application resides in Poland.

14b. Applicable Law- USA

These Terms of Service and their interpretation shall be governed by the laws of the State of New York without regard to its conflicts of law rules. User expressly: (i) agrees that exclusive jurisdiction for resolving any claim or dispute with Elemental relating in any way to use of the Application resides in the State of New York; (ii) agrees and consents to the exclusive personal jurisdiction and venue of the courts located in the State of New York for any cause of action relating to or arising under this Agreement; (iii) waives any right to a jury trial in any legal proceeding against Elemental; and (iv) agrees to file any cause of action with respect to use of the Application within one (1) year after the claim arises otherwise the cause shall be forever barred.

15. Miscellaneous

The Terms of Services is made available to the User free of charge through the Application and may be recorded by printing, saving to media or downloading upon request by the User submitted to Elemental.

These Terms of Service, together with the other Application Policies, shall constitute the entire agreement between you and Elemental. The invalidity or unenforceability, in whole or in part, of any provision of these Terms of Service shall not affect the validity or enforceability of any other provision hereof or any other term of the remaining Application Policies. The headings contained herein are for purposes of convenience only and shall not control or affect the meaning or construction hereof.

Effective Date: [24/04/2025]