

Agora Terms of Use

Welcome to Agora!

These Terms of Use (the “**Terms**”) govern your access and use of your Agora Account and any and all services provided by Agora Blue Ltd., a British Virgin Islands company (“**Agora Blue,**” “**Agora,**” “**we,**” “**our,**” “**us**”), including use of the Agora Platform (the “**Platform**”) and minting and redeeming digital assets and any and all services provided by Agora and any and all Related Parties as defined below (the “**Services**”).

These Terms constitute a binding agreement between you and Agora, including our parents, subsidiaries, affiliates, entities under common ownership, or otherwise related parties (collectively, “**Related Parties**”).

By signing up for and using an Agora Account, or any and all services provided by Agora, you agree to be bound by and comply with these Terms, and any upcoming changes as described in the **Policy Updates** section at the time you accept these Terms (which changes will apply to you on the indicated effective dates). You acknowledge and agree to Agora keeping a record of acceptance of these Terms and any updates to these Terms. If you do not agree with these Terms, you may not, and are prohibited from, access or use of our Services, the Platform, and/or any other aspect of our business.

Please read these Terms, our [Risk Disclosures Statement](#), [Privacy Policy](#), and any and all other terms referenced in this document carefully. These Terms are important because they:

- Outline your legal rights;
- Outline your eligibility to use our Services;
- Explain the rights you give to us and the Related Parties when you use our Services;
- Describe the rules you must follow when using our Services;
- Contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration; and
- Contain a clause that delegates decisions regarding the interpretation and application of the arbitration clause to an arbitrator and not to a court or judge.

PLEASE BE AWARE THAT THESE TERMS CONTAIN PROVISIONS REGARDING THE RESOLUTION OF DISPUTES BETWEEN YOU AND AGORA, INCLUDING AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT ALL DISPUTES BETWEEN YOU AND AGORA SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION. THESE TERMS ALSO CONTAIN A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. PLEASE READ THESE SECTIONS OF THE TERMS CAREFULLY.

- **Policy Updates:** We may amend or modify these Terms at any time by posting the revised Terms on the Website and/or providing an electronic copy to you via e-mail

(“**Revised Terms**”). Please carefully review each notice or Revised Terms and familiarize yourself with the upcoming changes. The Revised Terms shall be effective as of 30 days after the time they are posted, unless otherwise noted. Your continued use of the Services after the posting of Revised Terms constitutes your acceptance of such Revised Terms. If you do not agree with any such modification, your sole and exclusive remedy is to **terminate** your use of the Services and close your Agora Account. Use of your Agora Account for the sole purpose of terminating its use and transferring any remaining balance will not constitute acceptance of the Terms.

Table of Contents

[Eligibility](#)

[Prohibited Use](#)

[Representations and Warranties](#)

[Covenants](#)

[License to Use the Platform](#)

[Opening an Agora Account](#)

[Closing your Agora Account](#)

[AUSD](#)

[Fees](#)

[AUSD Loyalty Rewards Program](#)

[Limitations of Liability](#)

[No Warranty](#)

[Data Protection](#)

[Intellectual Property](#)

[Trademarks](#)

[Upgrades and Asset Freezing](#)

[Arbitration Jury Trial Waiver](#)

[Class Action Waiver](#)

[Indemnification](#)

Eligibility

- By accessing or using your Agora Account or the Services, you agree to abide and be bound by the eligibility requirements set forth herein and all other applicable policies referenced in these Terms.
- In order to access or use your Agora Account or the Services, you must be a corporation, legal person, entity, or other organization (a “**Person**”) in a location in which Agora’s Services are available with the full power, authority, and capacity to (1) access and use our Services; and (2) enter into, deliver, and perform your obligations under these Terms.
- **Prohibited Users.** If any of the following apply to you, you are ineligible to use our Services or to sign up for an Agora Account:

- You are less than 18 years of age.
- Your use of Services may cause us not to be compliant with relevant laws, sponsor bank requirements, and card or payment association rules and policies.
- You are incorporated in one of the Prohibited States (as defined below), or you are acting on behalf of an entity incorporated in the Prohibited States or controlled by a Prohibited Person (as defined below), or you intend to transact with an entity incorporated in the Prohibited States or controlled by a Prohibited Person.
 - **“Prohibited States”** means the United States, Afghanistan, Balkans, Belarus, Bosnia and Herzegovina, Burma, Burundi, Central African Republic, Democratic Republic of Congo, Crimea, Donetsk and Luhansk regions of Ukraine, Cuba, Ethiopia, Haiti, Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Democratic People’s Republic of Korea (North Korea), Republic of Guinea-Bissau, Pakistan, Somalia, South Sudan, Sudan & Darfur, Syria, Ukraine, Venezuela, Yemen, Zimbabwe, Russia, or any other country or territory on which the United States imposes sanctions or embargoes goods.
 - The list of Prohibited States is subject to change at any time. In the event a state becomes a Prohibited State, Agora will provide users incorporated in that state with notice via e-mail, a notification on the Website, or other means deemed necessary regarding their access to the Services.
- You are on—or are owned or controlled by someone listed on—any government list of prohibited or restricted parties, including, but not limited to, the Table of Denial Orders, the U.S. Department of Commerce’s Entity List, or the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”) lists, including but not limited to, the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, the non-Menu-Based Sanctions list, Her Majesty’s Treasury Financial Sanctions Target, or Bermuda Sanctions Regime List (“**Prohibited Persons**”).
- You fall into one of the following categories and/or accept payment for the following Prohibited Activities and you have not obtained our express prior written authorization:
 - Prohibited Activities means: Gambling services; Pseudo-pharmaceuticals; Weapons vendors, sellers and manufacturers; Illegal/controlled substance vendors; Drugs and Drug Paraphernalia; Adult Content and Escort Services; Multi-Level Marketing (MLM); Illegal products and services; Counterfeit or unauthorized goods; Unlicensed or unregistered Money Service Businesses; Missions, Embassies, and Consulates; Unlicensed Marijuana-related businesses; Unlicensed Gaming, Wagering, or lottery business; Businesses related to Narcotics Trafficking or Internet pharmacies; Hawala remittance services; Payday lenders; or you are a corporation with bearer shares.

- You conduct or intend to conduct any of the Prohibited Transactions (as defined below). Agora reserves the right to monitor your account activity for evidence of Prohibited Transactions.
 - **“Prohibited Transactions”** means: Wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit; purchasing goods of any type from Darknet markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods); money laundering; terrorist financing; or processing transactions for another business other than the one listed on the account.

If Agora determines that you do not meet these eligibility requirements, it reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora’s [Risk Disclosure Statement](#).

Prohibited Use

You may not use your Agora Account to engage in the following categories of activity (“**Prohibited Use**”). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Agora Services or the Agora Platform involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request to: support@agora.finance.

By opening an Agora Account, you represent and warrant that you will not use your Agora Account, any Agora Services, and/or the Agora Platform to do any of the following:

- **Unlawful Activity.** Conduct (or assist any other party in conducting) activity which would violate, or cause a violation of any applicable law, statute, ordinance, regulation, economic or financial sanctions, trade embargoes, and restrictions imposed, administered or enforced from time to time by governmental authorities, including, without limitation, OFAC, and any other governmental authorities with jurisdiction over you or Agora; as well as any activity which would violate, or assist in violation of, laws, statutes, ordinances, or regulations regarding the publishing, distribution, or dissemination of any unlawful material or information.
- **Abusive Activity.** Actions which: impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Website, other Agora Accounts, computer systems or networks connected to the Website, through password mining or any other means; use Agora Account information of another party to access or use the Website, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user’s Agora Account and information; or transfer your account access or

rights to your account to a third party, unless by operation of law or with the express written permission of Agora.

- **Abuse Other Users.** Interfere with another individual's or entity's access to or use of any Agora Services; defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity, and intellectual property) of others; harvest or otherwise collect information from the Website about others, including, without limitation, e-mail addresses, without proper consent.
- **Fraud.** Activity which operates to defraud Agora, Agora users, or any other person; provide any false, inaccurate, or misleading information to Agora.
- **Intellectual Property Infringement.** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law, including, but not limited to, sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Agora intellectual property, name, or logo, including use of Agora trade or service marks, without express consent from Agora or in a manner that otherwise harms Agora or the Agora brands; any action that implies an untrue endorsement by or affiliation with Agora.
- Transmit or upload any virus, worm, or other malicious software or program.
- Use the Services on behalf of any third party or otherwise act as an intermediary between Agora and any third parties.

If Agora determines that you have violated the terms of Prohibited Use, Agora reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora's [Risk Disclosure Statement](#).

Representations and Warranties

You agree that all of your representations and warranties, as set out in these Terms, are at all times true, accurate, and complete.

If Agora determines that your representations and warranties have been inaccurate, or that you subsequently violated them, Agora reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora's [Risk Disclosure Statement](#).

Covenants

You agree that you have and will perform all of your covenants, agreements, obligations, or undertakings as set out in these Terms.

License to Use the Platform

The right to use the Agora Platform and the Services is a personal and individual, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, and it is subject to the limitations and obligations in these Terms. Nothing in these Terms gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Platform, any of the Services, the copyrights, or the Trademarks (as defined below). Agora may suspend or terminate the Services to you at its sole discretion, as required by applicable laws, or where Agora determines that you have violated, breached, or acted inconsistently with any of these Terms.

Opening an Agora Account

You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, two-factor authentication devices, or any other codes that you use to access your Agora Account and the Agora services. You must keep your mailing address, e-mail address, and other contact information current in your Agora Account profile.

Agora Blue Ltd. is a British Virgin Islands Business Company. You acknowledge and agree that all Agora accounts are deemed to be located in the British Virgin Islands, and that performance of any and all Services are deemed to occur in, and are subject to the laws of, the British Virgin Islands.

Closing Your Agora Account

You may close your Agora Account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Agora Account even after the Agora Account is closed. When you close your Agora Account, we will cancel any scheduled or incomplete transactions.

In certain cases, you may not close your Agora Account, including, but not limited to:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your Agora Account is subject to a hold, limitation, or reserve.

AUSD

About AUSD. AUSD may be used, kept, or exchanged online wherever parties are willing to accept AUSD. AUSD is 100% backed by Agora's Reserve Assets, which include U.S. cash and cash equivalents (such as short-term U.S. Treasury securities and reverse repurchase agreements)

and other U.S. Dollar-denominated assets, which may include regulated stablecoins and tokenized fixed income products (the “Reserves”).

The composition of the Reserves used to back AUDS is within the sole control and at the sole and absolute discretion of Agora. AUDS tokens may be denominated in a range of fiat currencies.

In order to cause AUDS to be minted or redeemed directly by an Agora entity, you must be a verified customer of Agora. No exceptions will be made to this provision. The right to have AUDS redeemed or minted is a contractual right personal to you. Agora reserves the right to delay the redemption or withdrawal of AUDS if such delay is necessitated by the illiquidity or unavailability or loss of any Reserves held by Agora to back AUDS, and Agora reserves the right to redeem AUDS by in-kind redemptions of securities and other assets held in the Reserves.

Forks. AUDS is minted on various blockchains and protocols. Blockchains and protocols can sometimes experience events called “forks” where an alternative version of a blockchain or protocol is created. Where forks occur, it is possible that multiple versions of a digital token available on such blockchain or protocol could be created, for example, one on each fork. Due to the nature of AUDS, if a fork creates two or more digital tokens which purport to be an AUDS token, it is only possible for one of those digital tokens to be an AUDS token. As a result, in the event of a fork, only the digital tokens on the particular blockchain or protocol that Agora announces on the Website as being supported by Agora are AUDS tokens. Any other digital tokens resulting from the fork are not AUDS tokens.

Agora is under no obligation to support any particular blockchain or protocol, any forked version of any particular blockchain or protocol, or any digital tokens resulting from a fork of a blockchain. Where a blockchain or protocol on which AUDS is minted is forked, Agora may elect to suspend Services temporarily or for an extended period of time, on little or no notice. Agora will determine, in its sole discretion, whether to support a particular fork of a blockchain or protocol or whether to cease support for all versions of a particular blockchain or protocol. Where Agora determines to cease support for a particular blockchain or protocol, you will take any and all actions reasonably necessary to effectuate the migration of your AUDS token to a supported blockchain or protocol identified by Agora. Agora assumes no liability or responsibility whatsoever arising out of or relating to your failure to effectuate such migration of your AUDS to another blockchain or protocol identified by Agora.

Agora assumes no liability or responsibility whatsoever for any losses or other issues that might arise from Agora electing to support or not support a particular blockchain or protocol, any forked version of any particular blockchain or protocol, or any digital tokens resulting from a fork of a blockchain or protocol.

It is also possible that a third party could create a digital token which claims to be an alternative version of AUDS, such as by “wrapping” or “bridging” AUDS tokens. These digital tokens are not AUDS tokens. They are not minted or supported by Agora. They cannot be redeemed with Agora.

Fees

By using the Services, you agree to pay all applicable fees, which may include, but are not limited to, blockchain transaction fees, currency conversion fees, platform fees, and transfer fees. Agora may adjust fees from time to time based on demand and market conditions, with or without prior notice.

AUSD Loyalty Rewards Program

You may elect to enroll in the AUSD Loyalty Rewards Program (the “**Rewards Program**”) if you are located in a non-EEA country. If you elect to enroll in the AUSD Loyalty Rewards Program, you will be rewarded with a monthly AUSD distribution based on the amount of AUSD you hold in your designated Agora Account daily (the “**Rewards Distribution**”). Rewards accrue daily and are usually distributed within the first 15 business days of the following month. Agora will communicate to you via e-mail or the web application what rate of Rewards Distribution you qualify for. Agora may change the Rewards Distribution rate at any time and the rate will be immediately reflected on your Agora Account. Any updates to the Rewards Distribution will take effect on the first day of the following month. You may terminate your participation in the Rewards Program at any time by removing the designated address from your Agora Account. If you elect to terminate your participation in the Rewards Program, you forfeit any Rewards Distribution that have not yet been credited to your Agora Account. You may re-enroll in the Rewards Program at any time.

The Rewards Program is designed to encourage users to utilize AUSD for its intended purpose, a store of value. The Rewards Program is funded by Agora’s own funds. The interest distributed is not determined by Agora’s profitability. Agora does not lend, pool, or invest any of your assets. Participants in the Rewards Program should not expect these funds to be deployed in further developing Agora’s ecosystem. The Rewards Program is strictly an incentive for continued loyalty to Agora’s Services.

Limitations of Liability

Except to the extent prohibited by applicable laws, in no event shall Agora and the Related Parties be liable to you or any other person or entity for any loss of business, profits or opportunities, loss of reputation or goodwill, or any special, punitive, aggravated, incidental, indirect, or consequential losses or damages, (even if Agora has been advised of the possibility of such damages) whether arising out of, relating to, or in connection with our sites, the Platform, your account(s), the Services, these Terms, the trading rules, the [Risk Disclosures](#), the [Privacy Policy](#), and/or any agreement entered into pursuant to, or in connection with, these Terms, any other matter involving AUSD, or otherwise, whether based on contract, tort, negligence, strict liability, or otherwise. Agora's and the Related Parties' liability to you or any third parties in any circumstance is limited to the actual amount of loss or damage which is caused directly and is reasonably foreseeable by our breach of these Terms and shall in no event exceed \$10,000. Such sum shall be paid as liquidated damages by us to you in full and final settlement and satisfaction of our entire liability and the Related Parties' entire liability for any loss or damage which is caused directly and is reasonably foreseeable by our breach of these Terms. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

No Warranty

The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law. Specifically, we disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and/or non-infringement. We do not make any representations or warranties that access to the sites, the Platform, any of your account(s), the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free. We will make reasonable efforts to ensure that transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control.

Data Protection

You acknowledge and agree that we may process personal data, including sensitive and biometric data in relation to you. Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our sites and Services. Please be advised that you consent to the process of all your personal data by Auth0 authentication and Persona Service according to Persona's [Platform Terms of Service](#) and Auth0's [Terms of Service](#).

Intellectual Property

Unless otherwise indicated in these Terms, all copyright and other intellectual property rights in all information, data, text, code, images, links, sounds, graphics, videos, and other materials contained on our site and platform or such other mode of access (including through the Agora APIs) or provided in connection with the Services, including, without limitation, our logo and all designs, information, data, text, code, images, links, sounds, graphics, videos, other materials, and the selection and arrangement thereof (collectively, the “**Materials**”) are Agora’s, its licensors, or suppliers’ property and are protected by applicable copyright laws and other intellectual property rights laws.

Trademarks

The trademarks, service marks, and logos (the “**Trademarks**”) used and displayed on or through our sites, Platform, and/or the Services are registered and unregistered Trademarks of the relevant mark owners of Agora and our licensors. Nothing on our sites, Platform, or Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use, copy, or imitate, in whole or in part, any Trademark displayed on the sites, without our written permission or that of other Trademark owners. We prohibit the use of the Trademarks, any entity name, trade name, company name of ours, or any other Trademark owned by us as a “hot” link to any website, unless establishment of such a link is approved in advance by us in writing.

Upgrades and Asset Freezing

Agora has the ability to freeze individual accounts/addresses and their tokens and prevent them from sending, receiving, or interacting with AUSD on every blockchain to which AUSD is minted. Agora has the ability and the right to pause and/or upgrade all AUSD smart contracts regardless of where they are being held.

Your AUSD and the assets backing your AUSD may be subject to seizure or forfeiture by formal written legal directive from a regulator, judicial body, law enforcement agency, or other legal entity having jurisdiction over Agora, and Agora will comply with the legal process in respect thereof.

Agora reserves the ability to freeze assets, including AUSD, in the following situations:

- Agora determines that the addresses violate Agora’s Terms of Use or pose a threat to the Agora network.
- Agora determines in good faith that it is required to do so in order to comply with a law, regulation, or legal order from a duly recognized government authorized authority, court of competent jurisdiction, or other governmental authority with jurisdiction over Agora.

Seizure of assets, including AUSD, will only occur pursuant a binding legal directive.

If we determine after investigation that any of your AUSD have been used, or are being used, for illegal or sanctioned activity, or that you have violated the Prohibited Use terms as specified herein, Agora reserves the right to freeze any addresses associated with your activity and freeze associated AUSD (temporarily or permanently), and, if presented for redemption, such AUSD and the assets backing such AUSD may be forfeited. Any AUSD Stablecoins or fiat currency underlying the AUSD that are subject to freeze, seizure, forfeiture, or similar limitation on their use imposed by law may become wholly and permanently unrecoverable and unusable, and in appropriate circumstances, may be destroyed.

Agora may reverse its decision to freeze an individual address/account or freeze assets upon formal confirmation from such duly recognized authorized authority, court of competent jurisdiction, or other governmental authority with jurisdiction over Agora that the legal obligation or court order is lifted or no longer applicable, or that a security incident no longer requires such intervention, or if Agora determines that there is no longer a violation of the Agora Terms of Use or a threat to the Agora network.

If any party is aware of improper conduct involving AUSD, the party should immediately contact Agora at support@agora.finance, as well as law enforcement to work towards filing a law enforcement report.

Agora will make reasonable effort to cooperate with law enforcement inquiries and assist with investigations pertaining to AUSD. Law enforcement may submit information requests to legal.requests@agora.finance.

This section applies to all holders of AUSD. By using AUSD, you agree that we may take any and all actions set forth herein and that we will not be liable to you therefore.

Arbitration

Agora and you agree that any dispute, claim, controversy, or disagreement arising out of or relating in any way to these Terms or the breach, termination or invalidity thereof, your access to or use of the Agora Services or of the Agora Platform, any communications you receive, any products sold or distributed through the Agora Platform, including claims and disputes that arose between us before the effective date of these Terms including, but not limited to, legal and equitable claims, statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory (each, a “**Dispute**”) shall be resolved on an individual basis by confidential arbitration before a sole arbitrator in accordance with the British Virgin Islands IAC Arbitration Rules. The language to be used in the arbitral proceedings shall be English.

Without waiving or otherwise affecting the Class Action Waiver below, in the event that your claim(s) in an arbitration substantially implicate or relate to the rights of, or claims by, other

Agora customers who have also initiated arbitration against Agora, you agree that Agora shall have the right, but not the obligation, to join or consolidate such arbitrations into a single arbitration, in Agora's sole discretion.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**") in writing. If you initiate the arbitration, you must (in addition to the requirements of the British Virgin Islands IAC Arbitration Rules) provide Agora a copy of your Request by e-mail at arbitration@agora.finance. The Request must include: (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration, as well as the e-mail addresses associated with the applicable Agora Account(s), including the name of your counsel and contact information, to the extent you are represented by legal counsel; (2) a statement of the legal claims being asserted and the factual bases of those claims; and (3) a description of the remedy sought, including an accurate, good-faith calculation of the amount in controversy.

Unless you and Agora otherwise agree, the place of arbitration shall be Road Town, Tortola, British Virgin Islands. Disputes involving claims, counterclaims, or requests for relief under \$25,000, not inclusive of attorneys' fees and interest, will be conducted solely on the basis of documents you and Agora submit to the arbitrator. If your claim exceeds \$25,000, the parties' right to a hearing will be determined by the arbitrator.

Confidentiality. During the arbitration, the amount of any settlement offer made by you, or Agora shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient, shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award, and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Delegation. Any dispute between Agora and you regarding the construction, interpretation, or application of this arbitration provision, including the enforceability, severability, revocability, scope, or validity of this arbitration provision, shall be decided by an arbitrator and not by a court or judge.

Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration, unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose. If you or Agora need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the

other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration.

Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SERVICE BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.

Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND AGORA AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU AND AGORA EACH WAIVE THE RIGHT TO: (1) A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT. THIS CLASS ACTION WAIVER IS SUBJECT TO AND DOES NOT IMPAIR OR IMPEDE AGORA'S RIGHT TO CONSOLIDATE RELATED USER CLAIMS AS DESCRIBED ABOVE.

Indemnification

You will indemnify and hold harmless Agora and the Related Parties, and each of their respective officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages (actual and consequential), losses, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, relating to, or in any way connected with your breach of these Terms, your violation of any law, rule, or regulation, use of the Platform and/or holding or use of AUSD. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.