

BESTDEFENSE INC'S TERMS AND CONDITIONS

EFFECTIVE DATE

This Policy is effective as of: September 9, 2025

1. INTRODUCTION

Welcome to the website of BESTDEFENSE INC d/b/a BestDefense (hereinafter “BestDefense”). These Terms and Conditions (“**Terms and Conditions**”) set out your (“you” or “your”) rights and responsibilities. They apply to your use of BestDefenses’ website (BestDefense.io) and related Services (as set forth below), which includes our mobile sites, mobile application, social media sites (collectively, the “Sites”) and related services (collectively, such services, including any new features and applications, and the Sites, the “Service(s)”). BestDefense provides you with its Services (described below), subject to the following Terms and Conditions. It's important that you **READ THESE TERMS OF SERVICE CAREFULLY AS THEY GOVERN YOUR USE OF THE SITES AND SERVICES. BY ACCESSING OR USING THE SITES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME.** If you do not wish to agree to these Terms and Conditions, do not access or use any part of the Sites.

1.1 Modifications to Terms and Conditions:

BestDefense reserves the right, at its sole discretion, to change or modify portions of these Terms and Conditions at any time. Except as set forth in Section 9 below (which governs changes to the dispute resolution (Binding Arbitration and Class Action Waiver) provisions of these Terms and Conditions, if we do modify these Terms and Conditions, depending on the nature of the change, we will post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services' user interface, in an email notification or through other reasonable means and as required by applicable law. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms and Conditions. **In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Sites from time to time.**

1.1 Privacy:

At BestDefense, we respect the privacy of our users. For details, please see our Privacy Policy. By using the Sites and the Services, you consent to our collection and use of personal data as outlined therein (<https://app.bestdefense.io/privacy>).

Additionally, by using the Services, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to

the Sites may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

2. ACCESS AND USE OF THE SERVICE

The Services and any content viewed through our Sites are solely for your personal and non-commercial use. BestDefense reserves the right to terminate, suspend, or revoke your access to the Sites and Services at any time at its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the Sites and Services and copies of such materials, whether made in accordance with these Terms and Conditions or otherwise.

2.1 Your Registration Obligations:

You may be required to register with BestDefense to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted when registering to use the Services. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Services, with or without registering.

2.2 Account, Password and Security:

You are prohibited from using another user's account to access and use the Sites and Services, and you may not provide another person with the username and password to access your account with BestDefense. You should maintain control over all of the devices that are used to access and use the Services. If you fail to maintain control of a device, other users may access BestDefense through your account and may be able to access your account information which may include your personal identifier information ("PII"), or financial information. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify BestDefense of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing and using the Services. BestDefense will not be liable for any loss or damage arising from your failure to comply with this Section.

2.3 Age Restrictions:

The Services are not intended for children under 18 years of age. By using the Sites and Services, you represent and warrant that you are at least 18 years old. If you are under 18 years old, you cannot use the Sites and Services, create an account, or provide any personal information.

2.4 Parents and Guardians:

As previously indicated, the Services are not intended for children under 18 years of age. By granting permission to use the Services through your account for a child under 13, you agree and understand that you are solely responsible for monitoring and supervising your child's usage of the

Sites and Services. If you believe your child is using your account without your permission, please contact us immediately so that we can promptly disable access.

2.5 Modifications to Service

BestDefense reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that BestDefense will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services. BestDefense has no obligation to retain any of Your Account or Submitted Content for any period of time beyond what may be required by applicable law.

2.6 General Practices Regarding Use and Storage:

You acknowledge that BestDefense may establish general practices and limits concerning the use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on BestDefense's servers on your behalf. You agree that BestDefense has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that BestDefense reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that BestDefense reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

2.8 Mobile Services:

The Services may include certain services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Sites from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. In using the Mobile Services, you may provide your telephone number. By providing your telephone number, you consent to receive calls and/or SMS, MMS, or text messages at that number. We may share your phone numbers with our affiliates or with our service providers (such as customer support, billing or collections companies, and text message service providers) who we have contracted with to assist us in pursuing our rights or providing our Services under these Terms and Conditions, our policies, applicable law, or any other agreement we may have with you. You agree these parties may also contact you, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. If you change or deactivate your mobile telephone number, you agree to promptly update your BestDefense account information to ensure that your messages are not sent to the person who acquired your old number.

3. CONDITIONS OF USE

3.1 User Conduct:

You are solely responsible for all video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials (“content”) that you upload, post, publish, share, or display (hereinafter, “**Upload**”) or email or otherwise use via the Services. BestDefense reserves the right to investigate and take appropriate legal action against anyone who, in BestDefense’s sole discretion, violates this provision, including, without limitation, removing the offending content from the Services, suspending or terminating the account of such violators, and reporting you to the appropriate law enforcement authorities.

3.2 Content Restrictions

You agree not to Upload any content that:

- Infringes any intellectual property or other proprietary rights of any party;
- Violates any applicable local, state, federal, or international law or any regulations having the force of law (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Is sexually explicit or promotes a sexual service;
- Is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically, or otherwise objectionable;
- You do not have a right to upload under any law or contractual or fiduciary relationships;
- Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- Poses or creates a privacy or security risk to any person;
- Constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation;
- In the sole judgment of BestDefense, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose BestDefense or its users to any harm or liability of any type;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; and/or

- In the sole judgment of BestDefense, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose BestDefense or its users to any harm or liability of any type.

3.3 Code of Conduct

In using our Services, you may not:

- Violate any applicable local, state, federal, or international law, or any regulations having the force of law (including without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Solicit personal information from anyone under the age of 18;
- Harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- Use any robot (i.e. bot), spider, or other automatic device, process, or means to access the Sites and Services;
- Use any manual or automated process to monitor or copy any of the content and material on the Sites or for any purpose without BestDefense's prior written consent;
- Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services;
- Collect personal information about others without their authorization;
- Access another's BestDefense account except as permitted herein;
- Use or export any of our Services in violation of any U.S. law;
- Except as permitted by us in writing, act in a manner that would subject BestDefense to industry-specific privacy regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Gramm-Leach-Bliley Act (GLBA);
- Engage in any unlawful activity;

- Embed content Uploaded by another BestDefense user or provide links to sites that contain content prohibited by Section 3.2; or
- Cause or encourage others to do any of the above.

3.4 Commercial Use:

Unless otherwise expressly authorized herein or by BestDefense in writing, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Service Content, Software, and Trademarks:

You acknowledge and agree that the Services may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by BestDefense, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services. In connection with your use of the Services, you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by BestDefense from accessing the Services (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Service Content other than specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of BestDefense, our affiliates, and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by BestDefense.

The BestDefense name and logos are trademarks and service marks of BestDefense (collectively the “BestDefense Trademarks”). Other BestDefense, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners, who may or may not endorse or be affiliated with or connected to BestDefense. Nothing in this Terms and Conditions or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of BestDefense Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of BestDefense Trademarks will inure to our exclusive benefit.

4.2 Third Party Material:

Under no circumstances will BestDefense be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any

content, or any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that BestDefense does not pre-screen content, but that BestDefense and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, BestDefense and its designees will have the right to remove any content that violates these Terms and Conditions or is deemed by BestDefense, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

4.3 User Content Transmitted Through the Services:

With respect to the content or other materials you upload through the Services or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights. By uploading any User Content you hereby grant and will grant BestDefense, its affiliated companies, and partners an exclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use your User Content in any and all media, form, medium, technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information relevant to the Services (“Submissions”), provided by you to BestDefense, its affiliated companies, or partners are non-confidential and BestDefense, its affiliated companies, and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. In accordance therewith, you hereby expressly waive any and all rights in such Submissions, including any moral or other non-economic rights you have, or may have, in such Submissions.

You acknowledge and agree that BestDefense may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of BestDefense, its users and the public. You understand that the technical processing and transmission of the Services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

You acknowledge and agree that any Submissions, other than the content provided by BestDefense, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of BestDefense. BestDefense is not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Services.

BestDefense can neither review all Submissions on the Services nor ensure prompt removal of objectionable Submissions and material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding Submissions, or any other transmissions, communications or content provided by any user or third parties. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

You represent and warrant that all of your Submissions do and will comply with these Terms and Conditions, and you agree to defend, indemnify and hold harmless BestDefense and their affiliates and licensors for any breach of that representation and warranty.

4.4 Copyright Complaints:

BestDefense respects the intellectual property of others. If you believe in good faith that any materials on the Services infringe upon your copyrights, please send the following information to BestDefense's Copyright Designated Agent at legal@bestdefense.io].

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or are authorized to act on the copyright owner's behalf;
- A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest.

You may also contact our Copyright Designated Agent by mail with a complete set of the above information at:

Copyright Designated Agent: Daniel Baddeley Jr.

Email: dan@bestdefense.io

Address: BestDefense
ATTN: Copyright Designated Agent
Clearwater, Florida 33764

4.5 Counter-Notice:

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent: your physical or electronic signature; identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, BestDefense will send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

4.6 Repeat Infringer Policy:

In accordance with the DMCA and other applicable law, BestDefense has adopted a policy of terminating, in appropriate circumstances and at BestDefense's sole discretion, users who are deemed to be repeat infringers. BestDefense may also at its sole discretion limit access to the Services and/or terminate the memberships of any customer or users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5 THIRD PARTY WEBSITES

The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. BestDefense has no control over such sites and resources, and BestDefense is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that BestDefense will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods, or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that BestDefense is not liable for any loss or claim that you may have against any such third party.

6 INDEMNITY AND RELEASE

To the fullest extent permitted by law, you agree to release, indemnify, defend, and hold BestDefense and its affiliates and their officers, employees, directors, and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind arising out of or relating to your use of the Services, your connection to the Services, your violation of these Terms and Conditions or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

IN NO EVENT SHALL BESTDEFENSE OR THEIR OFFICERS, TRUSTEES, DIRECTORS, MEMBERS, STAFF, AGENTS, LICENSORS, OR CONTRACTORS BE LIABLE, AND BESTDEFENSE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICES, THE SITES, THE SITE CONTENT, OR ANY LINKED SITE, INCLUDING ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, WORMS, DELETION OF FILES, OTHER ELEMENTS OR CODE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES, THE SITES OR THE SITE CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY BESTDEFENSE AND WHETHER OR NOT BESTDEFENSE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

7 DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BESTDEFENSE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

BESTDEFENSE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. BESTDEFENSE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS

INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER USER OF THE SERVICES OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

BESTDEFENSE CONTROLS AND OPERATES THE SITES AND SERVICES IN THE UNITED STATES OF AMERICA. ALTHOUGH THE SITES AND SERVICES MAY BE ACCESSIBLE WORLDWIDE, BESTDEFENSE MAKES NO REPRESENTATION THAT THE SITES OR THE SERVICES THEREON ARE LAWFUL, APPROPRIATE, OR AVAILABLE FOR USE IN LOCATIONS OUTSIDE THE UNITED STATES OF AMERICA, AND ACCESSING THEM FROM TERRITORIES THAT PROHIBIT SUCH ACCESS IS PROHIBITED. THOSE WHO CHOOSE TO ACCESS THE SITES OR INTERACT WITH BESTDEFENSE FROM FOREIGN LOCATIONS OUTSIDE THE UNITED STATES OF AMERICA DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL BESTDEFENSE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID BESTDEFENSE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH IN SECTION 5 MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

9 BINDING ARBITRATION; CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT IN COURT.

9.1 Informal Dispute Resolution Procedure:

If a Dispute (as defined below) arises between you and BestDefense, BestDefense is committed to working with you to try to reach a reasonable resolution. For any such Dispute, both parties acknowledge and agree that they will first use good faith efforts to settle the Dispute informally and directly through consultation and negotiations before initiating any formal dispute resolution proceeding in arbitration or otherwise. Such informal resolution requires first sending a written description of the dispute to the other party. For any Dispute you initiate, you agree to send the written description of the Dispute along with the email address utilized as your username and

profile associated with your account, if applicable, to [legal@bestdefense.io]. The written description must be on an individual basis and provide, at minimum, the following information: your name and contact information; a description of the nature or basis of the claim or dispute; the specific relief sought; and proof of your relationship with BestDefense. Unless the parties agree to extend the period for informal resolution, if the Dispute is not resolved within sixty (60) days after receipt of the written description of the Dispute, you and BestDefense agree to the further Dispute resolution provisions below.

The informal dispute resolution procedure in Section 9.1 is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitation period, filing fees, or other deadlines will be tolled while the parties engage in this informal dispute resolution procedure.

9.2 Mutual Arbitration Agreement:

If the informal dispute resolution procedure does not lead to resolution, then either party may initiate binding arbitration provided exclusively through the National Arbitration and Mediation (“NAM”) as the sole means to resolve Disputes, (except as provided in herein) subject to the terms set forth below and the NAM rules. If you are initiating arbitration, a copy of the demand shall also be emailed to [legal@bestdefense.io]. If you are a BestDefense customer or accountholder, any demand filed by you initiating arbitration must include the email address you used to log onto BestDefense, as well as any profile associated with that account that you control.

You and BestDefense agree that the terms of this Section 9.2 (collectively the “Arbitration Agreement”) govern any and all disputes between us, including but not limited to claims arising out of or relating to any aspect of the relationship between us, the Terms and Conditions, or your use of the Services or Sites, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (each a “Dispute” and collectively “Disputes”).

The parties further agree that the determination of the scope, enforceability, or applicability of this Arbitration Agreement, including, but not limited to, any claim that all or any part thereof of this Arbitration Agreement is void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment) will be resolved exclusively by final and binding arbitration in accordance with this Section.

The only matters excluded from this Arbitration Agreement are the litigation of certain intellectual property and small court claims, as provided below.

This Arbitration Agreement supersedes any prior Arbitration Agreement entered by the parties and is applicable to unfiled claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth herein.

The parties agree that this Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16.

Notwithstanding the parties’ decision to resolve all Disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court’s jurisdiction, regardless of what forum the filing party initially chose; (ii) bring an action in state or federal court to protect its intellectual property rights (“intellectual property rights” in this context means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights) or for defamation; and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party’s claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party’s right to arbitration under this Arbitration Agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

9.3 Class Arbitration and Collective Relief Waiver:

YOU AND BESTDEFENSE ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN SUBPART 9.5 BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR COLLECTIVE ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY’S CLAIM. NOTWITHSTANDING THIS ACKNOWLEDGEMENT AND AGREEMENT, ANY ARBITRATION INVOLVING YOU MAY PROCEED ON A CONSOLIDATED BASIS IF AND ONLY IF MASTERCLASS PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

With the exception of this subpart (iii), if any part of this Arbitration Agreement is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of NAM, then the balance of this Arbitration Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, this subpart (iii) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor BestDefense shall be entitled to arbitrate their Dispute.

9.4 Arbitration Rules:

The arbitration will be administered by NAM and conducted before a single arbitrator in accordance with the rules of NAM, including, as applicable, NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Supplemental Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available

at www.namadr.com or by emailing National Arbitration and Mediation's Commercial Department at commercial@namadr.com.

9.5 Arbitration Location and Procedure:

For all U.S. residents, the arbitration shall be held (i) at a location determined under the applicable NAM rules and procedures that is reasonably convenient for you and is no more than 100 miles from your home or place of business; or (ii) at another location you and we agree upon. For non-U.S. residents, the arbitration shall be held in Clearwater, Florida (unless otherwise agreed by the parties). The arbitrator shall apply Delaware law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Arbitration Agreement.

If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and BestDefense submit to the arbitrator, unless the arbitrator determines that a hearing is necessary, or the parties agree otherwise. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and BestDefense (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

9.6 Arbitrator's Decision:

The arbitrator's decision shall be controlled by the terms and conditions of these Terms and Conditions and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Sites. The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with the terms of the "Disclaimer and Limitation of Liability" section of these Terms and Conditions as to the types and the amounts of damages or

other relief for which a party may be held liable. No individual arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration if authorized under applicable substantive law governing the claims in the arbitration.

9.7 Fees:

If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, BestDefense will pay any filing and hearing fees in excess of \$250 that the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith, in which case arbitration fees (including attorneys' fees) may be imposed upon you consistent with the Arbitrator's Rules and the standard for sanctions set forth in Federal Rule of Civil Procedure 11. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise, including as set forth in this Arbitration Agreement. The parties agree that NAM has the discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Arbitration Agreement while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

9.8 30-Day Right to Opt Out:

You have the right to opt out and not be bound by the Arbitration Agreement by sending written notice of your decision to opt out to [\[legal@bestdefense.io\]](mailto:legal@bestdefense.io) with the subject line, "ARBITRATION OPT-OUT." The notice must be sent within thirty (30) days of (a) June 24, 2024; or (b) your first use of the Services, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If you opt out of the Arbitration Agreement, and BestDefense also will not be bound by it.

9.9 Changes:

BestDefense will provide thirty (30) days' notice of any material changes to this "Binding Arbitration and Class Action Waiver" section. Any such changes will go into effect 30 days after BestDefense provides notice and will apply to all claims not yet filed regardless of when such claims may have accrued. If BestDefense changes this "Binding Arbitration and Class Action Waiver" section after the date you first accepted this Arbitration Agreement (or accepted any subsequent changes to this Arbitration Agreement), you agree that your continued use of the Services 30 days after such change will be deemed acceptance of those changes.

10 TERMINATION

You agree that BestDefense, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if BestDefense believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Services, may be referred to appropriate law enforcement authorities. BestDefense may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of this Terms and Conditions may be effected without prior notice, and acknowledge and agree that BestDefense may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that BestDefense will not be liable to you or any third party for any termination of your access to the Services.

11 DISPUTES BETWEEN USERS

You agree that you are solely responsible for your interactions with any other user in connection with the Services, and BestDefense will have no liability or responsibility with respect thereto. BestDefense reserves the right but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

12 GENERAL

These Terms and Conditions and our Privacy Policy constitute the entire agreement between you and BestDefense and govern your use of the Services, superseding any prior agreements between you and BestDefense with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms and Conditions will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as outlined in Section 9 above, you and BestDefense agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the State of Florida. The failure of BestDefense to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of these Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms and Conditions without the prior written consent of BestDefense, but BestDefense may assign or transfer these Terms and

Conditions, in whole or in part, without restriction. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. Notices may be sent to you via either email or regular mail. Under no circumstances shall BestDefense be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. The Services may also notify you of changes to these Terms and Conditions or other matters by displaying notices or links to notices generally on the Services.

13 CONTACT

If you need to contact BestDefense regarding our Terms and Conditions, or if you are seeking to exercise any of your statutory rights, you can contact us at the following address:

Designated Agent: Daniel Baddeley Jr.
Email: legal@bestdefense.io
Address: BestDefense
ATTN: Data Privacy Officer
Clearwater, Florida 33764
Phone: 727.266.8172

If you would like these Terms and Conditions in another format (i.e., audio, large print, braille), please contact us at the above.