

TRADEWINDS STUDIOS USER TERMS OF SERVICE

These TRADEWINDS STUDIOS USER TERMS OF SERVICE (this “**Agreement**”) are entered into between you in your individual capacity (“**You**” or “**Your**”) and Tradewinds Studios Ltd., a Colorado limited liability company, with its principal place of business at 1046 Johnson Lane, Louisville, CO 80027 (“**Tradewinds**”). Tradewinds offers a web application (the “**Platform**”). This Agreement governs Your use of the Platform, including all information, data, reports, and other content (collectively “**Content**”) available via the Platform.

By accessing or using any part of the Platform or any Content, or by ticking a box or clicking a button (e.g., “I agree”) indicating Your acceptance of this Agreement, You agree to enter into and be bound by this Agreement. If You do not agree to be bound by this Agreement, do not access or use any part of the Platform or any Content.

SECTION 16 OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN YOU AND TRADEWINDS ARE RESOLVED. IN PARTICULAR, THE ARBITRATION AGREEMENT IN SECTION 16 WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND TRADEWINDS TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. PLEASE SEE SECTION 16 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT.

1. DEFINITIONS. Terms used in this Agreement have the definitions given in this Agreement or, if not defined in this Agreement, have their plain English meaning as commonly interpreted in the United States.

2. TERM. This Agreement is entered into as of the earlier of the date You first access or use the Platform or any Content or tick a box or click a button (e.g., “I agree”) indicating Your acceptance of this Agreement and will continue until terminated as set forth herein.

3. MODIFICATIONS. Tradewinds reserves the right, at any time, to modify the Platform or any Content, as well as the terms of this Agreement, whether by making those modifications available on the Platform or by providing notice to You as specified in this Agreement. Any modifications will be effective upon posting to the Platform or delivery of such other notice. You may cease using or accessing the Platform or Content or terminate this Agreement at any time if You do not agree to any modification. However, You will be deemed to have agreed to any and all modifications through Your continued use of or access to the Platform or Content following such notice.

4. ELIGIBILITY. You may only access and use the Platform if You are 13 years of age or older and meet the other eligibility requirements specified in this Agreement. If You are 13 or older but younger than 18, then You may access the Platform only if Your parent or guardian accepts this Agreement on Your behalf. If You are a parent or guardian accepting this Agreement for the benefit of Your child age 13 or older but under 18, You agree You will be solely responsible for all access to and use of the Platform by or on behalf of Your child. If You are under 13, then You may not access or use the Platform. By accessing the Platform, and by agreeing to this Agreement, You acknowledge You meet each of these requirements. If You do not meet any of the requirements for the Platform, You may not access or use the Platform.

5. YOUR ACCOUNT AND CONTENT.

5.1 Account Creation and Responsibility. Before accessing certain portions of the Platform, You are required to establish an account on the Platform (an “**Account**”). Approval of any request to establish an Account will be at the sole discretion of Tradewinds. Each Account and the user identification and password for each Account (the “**Account ID**”) is personal in nature. Your Account is for Your individual use only and Your Account ID may be used only You. You will not distribute or transfer access to Your Account or Account ID or provide any third party with the right to access Your Account or Account ID. You are solely responsible for all use of the Platform through Your Account. You will ensure the security and confidentiality of Your Account ID and will notify Tradewinds immediately if Your Account ID is lost, stolen, or otherwise compromised. Any transactions completed through Your Account or under Your

Account ID will be deemed to have been lawfully completed by You. In connection with establishing an Account, You will be asked to submit certain information about Yourself (“**Registration Information**”). You agree that You will maintain and promptly update Your Registration Information to keep it accurate and current. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; or (b) use an Account ID that Tradewinds, in its sole discretion, deems offensive.

5.2 Your Content. Except as expressly provided by this Agreement, You are solely responsible for the nature of all Content, including Your Registration Information, Your Account information, and any other Account passwords, usernames, or other personal information, that You provide, upload, or transfer to the Platform or generate through Your Account (“**Your Content**”). By providing Your Content, You grant Tradewinds a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display Your Content throughout the world in any form, media, software, or technology of any kind. You agree that Your Content: (a) does not violate this Agreement or any applicable laws; (b) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) does not constitute an infringement or misappropriation of the IPR (as defined below) or other rights of any third party; (d) is not an advertisement or solicitation of funds, goods, or services; (e) is not false, misleading, or inaccurate; or (f) could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message, or a disruptive advertisement. Tradewinds is not responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Your Content. You agree that You have all right, title, interest, and consent in Your Content necessary to allow Tradewinds to use Your Content for the purposes for which You provide Your Content to Tradewinds.

6. ACCESS.

6.1 To Additional Areas or Content. Subject to Your compliance with this Agreement, Tradewinds will permit You to access and use the Platform and Content solely through Your Account and solely for electoral or political purposes.

6.2 To Content. As between Tradewinds and You, all Content, including all text, audio, video, photographs, illustrations, graphics, and other content or media, provided through the Platform (“**Platform Content**”) is owned by Tradewinds. All Platform Content is for Your informational purposes only and You are solely responsible for verifying the accuracy, completeness, and applicability of all Platform Content prior to making use of that Platform Content. Subject to Your compliance with this Agreement, You may use the Platform Content provided to You through the Platform solely in the Territory for Your electoral or political purposes in connection with Your permitted use of the Platform in accordance with this Agreement. You agree that You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Platform Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any Platform Content; or (c) alter, obscure, or remove any copyright, trademark, or any other notices that are provided on or in connection with any Platform Content. Tradewinds has not verified the accuracy of, and will not be responsible for any errors or omissions in, any Platform Content. Without limiting the foregoing, Tradewinds will not be held liable to You or any third party for any Content (including Your Content) under the Communications Decency Act (47 U.S.C. § 230). Except as set forth in this Agreement, You are granted no licenses or rights in or to any Platform Content, or any IPR therein or related thereto.

6.3 To Third-Party Services. Tradewinds may provide You with the ability to access services developed, provided, or maintained by third-party service providers through the Platform (“**Third-Party Services**”). Third-Party Services may integrate with, pull Content from, or add Content to the Platform, including Your Content. In addition to the terms of this Agreement, Your access to and use of any Third-Party Services is also subject to any other agreement You may agree to before being given access to the Third-Party Services (each, a “**Third-Party Service Agreement**”). The terms of any Third-Party Service Agreement will apply to the applicable Third-Party Services provided under that Third-Party Service Agreement in addition to the terms of this Agreement but will not apply to any other services or Content You may access through the Platform.

7. TERMINATION. This Agreement may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under this Agreement. Upon termination of this Agreement for any reason: (1) all rights and subscriptions granted to You under this Agreement will terminate; (2) You will immediately cease all use of and access to the Platform and all Content, including Your Content and any Content You obtained prior to termination; and (3) Tradewinds may, in its sole discretion, delete Your Account or Your Content at any time. Your Content may continue to exist on the Platform after termination of this Agreement unless You actively delete it or contact Tradewinds' support team and request that it be deleted. Sections 1 (Definitions), 5.2 (Your Content), 7 (Termination), 9 (Platform Technology), 10 (Ownership), 11 (Representations and Warranties), 12 (Disclaimers), 13 (Indemnity), 14 (Limitation on Liability), 15 (Data Privacy), 16 (Disputes), 17 (Notices), and 18 (Additional Terms) will survive any expiration or termination of this Agreement.

8. SUSPENSION. Without limiting Tradewinds' right to terminate this Agreement, Tradewinds may also suspend Your access to Your Account and the Platform (including Your Content), with or without notice to You, upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct deemed by Tradewinds to be inappropriate or detrimental to Tradewinds, the Platform, or any other Tradewinds product, customer, or user.

9. PLATFORM TECHNOLOGY. The Platform, and the databases, software, hardware, and other technology used by or on behalf of Tradewinds to operate the Platform, and the structure, organization, and underlying data, information, and software code thereof (collectively, the "**Technology**"), may constitute valuable trade secrets of Tradewinds. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance, or functionality of the Technology; (9) interfere with the operation or hosting of the Technology; or (10) use the Technology or Content for official purposes of a public officeholder, or subsidize the Technology or Content with public funds (exempting funds received through a federal, state, or local public financing program). Tradewinds uses reasonable means to protect the security of the Platform, but You acknowledge that perfect security on the internet is impossible and that, as a result, Your Content may be exposed in the event of a breach.

10. OWNERSHIP. Tradewinds retains all rights, title, and interest, including all IPR, in and to the Technology and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Platform under this Agreement. The Tradewinds name, logo, and all product and service names associated with the Platform are trademarks of Tradewinds and its licensors and providers and You are granted no right or license to use them. For purposes of this Agreement, "**IPR**" means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

11. REPRESENTATIONS AND WARRANTIES. You represent and warrant to Tradewinds that: (a) You have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on Your behalf; (c) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement; and (d) Your use of and access to the Platform and Content, including Your Content, will comply with all applicable laws, rules, and regulations and will not cause Tradewinds itself to violate any applicable laws, rules, or regulations.

12. DISCLAIMERS. THE PLATFORM AND ALL CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE.” TRADEWINDS AND ITS PROVIDERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF ANY CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED THROUGH THE PLATFORM. TRADEWINDS AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE TECHNOLOGY (INCLUDING THE PLATFORM), CONTENT, AND THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRADEWINDS, ITS EMPLOYEES, PROVIDERS, OR AGENTS, OR THE PLATFORM, WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION (IF ANY).

13. INDEMNITY. You hereby agree to indemnify, defend, and hold harmless Tradewinds and its officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, users, customers, providers, licensees, and successors in interest (“**Indemnified Parties**”) from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys’ fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Parties arising in any manner from: (1) Your access to or use of the Platform, including any Content; (2) Your Content or other Content You provide through the Platform; and (3) Your breach of any representation, warranty, or other provision of this Agreement. Tradewinds will provide You with notice of any such claim or allegation, and Tradewinds will have the right to participate in the defense of any such claim at its expense.

14. LIMITATION ON LIABILITY. TRADEWINDS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF OR ACCESS TO THE TECHNOLOGY (INCLUDING THE PLATFORM) OR CONTENT, EVEN IF TRADEWINDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES, OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. TRADEWINDS’ TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND TRADEWINDS’ PROVISION OF THE TECHNOLOGY (INCLUDING THE PLATFORM) AND ALL CONTENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$100. YOU AGREE THAT TRADEWINDS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, TRADEWINDS’ LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. DATA PRIVACY. You acknowledge the use, collection, and disclosure of Your personally identifiable information that You submit to the Platform or that is collected about You from the Platform as described in the Privacy Policy for the Platform, which is available at tradewindsstudios.us (“**Privacy Policy**”). Tradewinds will have the right to collect, extract, compile, synthesize, and analyze information resulting from Your access to and use of the Platform and Content. To the extent any such information is collected or generated by Tradewinds, the data and information will be solely owned by Tradewinds and may be used by Tradewinds for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as the source thereof.

16. DISPUTES.

16.1 Agreement to Arbitrate. Except as otherwise provided in Section 16.2, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach, or termination of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual

claims relating to this Agreement (each, a “**Dispute**”) through discussion between the parties. Except as otherwise provided in Section 16.2, if any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, either party may submit such Dispute for final settlement through binding arbitration, administered by JAMS under its Streamlined Arbitration Rules then in effect (the “**Rules**”). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator, selected as provided in the Rules. The arbitration will be conducted in the English language at a site specified by Tradewinds in Denver, Colorado, U.S.A. The arbitrator will apply the law set forth in Section 16.3 to any such arbitration and shall have the power to award any remedy available at law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend this Agreement or grant any relief not permitted herein or beyond the relief permitted herein. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues, or accountings presented or plead to the arbitrator. The award of the arbitrator will require the non-prevailing party to pay the prevailing party’s costs, fees, and expenses (including attorneys’ fees). Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

16.2 Exception to Arbitration. You agree that if Tradewinds reasonably believes You have, in any manner, violated or threatened to infringe Tradewinds’ IPR, then Tradewinds may seek emergency, preliminary or other appropriate interim relief in the state or federal courts located in Denver, Colorado.

16.3 Governing Law and Venue. The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations, or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Colorado (U.S.A.) as such laws apply to contracts between Colorado residents performed entirely within Colorado, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and the parties hereby disclaim the application thereof. Subject to Section 16.1, each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a state or federal court in Denver, Colorado (U.S.A.), and You irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding brought in such courts by Tradewinds.

17. NOTICES. Unless otherwise specified in this Agreement, any notices required or allowed under this Agreement will be provided to Tradewinds by postal mail to the address for Tradewinds set forth above. Tradewinds may provide You with any notices required or allowed under this Agreement by sending You an e-mail to any e-mail address You provide to Tradewinds in connection with Your Account, provided that in the case of any notice applicable both to You and other users of the Platform, Tradewinds may instead provide such notice by posting on the Platform. Notices provided to Tradewinds will be deemed given when actually received by Tradewinds. Notice provided to You will be deemed given 24 hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.

18. ADDITIONAL TERMS. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers by Tradewinds under this Agreement must be in writing or later acknowledged by Tradewinds in writing. Any waiver or failure by Tradewinds to enforce any provision of this Agreement on one occasion will not be deemed a waiver by Tradewinds of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with applicable law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with applicable law, and the remaining provisions will remain in full force. You may not assign or transfer either this Agreement or any of Your rights or obligations hereunder (in whole or in part and including by sale, merger, consolidation, or other operation of law) without Tradewinds’ prior written approval. Any assignment in violation of the foregoing will be null and void. Tradewinds may assign this Agreement to any party that assumes Tradewinds’ obligations hereunder. The words “include,” “includes,” and “including” means “include,” “includes,” or “including,” in each case, “without limitation.” The parties hereto are independent contractors, not agents, employees,

or employers of the other or joint venturers, and neither party acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. The Platform may contain links to third-party sites that are not under the control of Tradewinds. Tradewinds is not responsible for any content on any linked site and You access any third-party site from the Platform at Your own risk.