

# Datavault Site Terms of Use

Effective Date: April 22, 2026

These Website Terms of Use (“**Terms**”) are provided by Datavault AI Inc. and its affiliates (collectively, “**Datavault**,” “**we**,” “**our**,” or “**us**”) and govern your, or any entity you represent or are authorized to act on behalf on (“**you**”), access and use of [datavaultsite.com](https://datavaultsite.com) (the “**Site**”).

Parts of the Site may be governed by additional terms (“**Supplemental Terms**”). These Supplemental Terms will be provided for your review and acceptance when you request access to or use the relevant part of the Site. If there is a conflict or inconsistency between these Terms and any Supplemental Terms, the Supplemental Terms shall govern your access and use of the respective area or functionality of the Site. Please visit our Product Terms of Service for terms governing your access and use of the Datavault AI Information Data Exchange® (“**IDE**”) and our other specialized exchanges that enable users to connect, sell, buy, exchange, license, tokenize, and monetize data assets and rights (including name, image, likeness, and other real-world assets) (collectively, the “**Product**”).

**PLEASE CAREFULLY READ THESE TERMS PRIOR TO USING THE SITE. THESE TERMS AFFECT YOUR LEGAL RIGHTS, INCLUDING A CLASS ACTION WAIVER PROVISION THAT REQUIRES THE PARTIES TO RESOLVE ALL DISPUTES ON AN INDIVIDUAL BASIS AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES RELATING TO THE OPERATION OR USE OF THE SITE (SEE SECTION 10 BELOW).**

These Terms may change over time, in which case we will post the modified Terms on this page and change the Effective Date. Your continued use of the Site following a change to these Terms signals your acceptance of the modification(s).

**By accessing and/or using any part of the Site, you: (1) represent that you are the age of majority in your jurisdiction and have the authority to bind yourself and/or the company you represent to these Terms; (2) acknowledge, accept, and agree to be bound by these Terms; and (3) consent to the collection, use, and disclosure of your personal information in accordance with the Site Privacy Notice, which is hereby incorporated and made part of these Terms. If you do not agree to these Terms, do not use the Site.**

## **1. INTELLECTUAL PROPERTY; LIMITED LICENSE**

The Site may contain (1) materials and other items relating to us and our services, including information, text, data, databases, instructions, articles, scripts, designs, graphics, layout, files, images, illustrations, photographs, sound recordings, audio and visual clips, advertising copy, URLs, technology, software, opportunities, features, and the “look and feel” of the Site; (2) logos, service marks, trademarks, trade names, trade dress, and trade identities of various parties, including us; and (2) other forms of intellectual property (all such materials, and any compilation, collection, or arrangement thereof, collectively the “**Content**”).

All Content is either owned by Datavault or licensed from third parties, and is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries. You may not copy or otherwise use any of the Content except as expressly authorized by these Terms. You acknowledge and agree that you do not acquire any ownership interest in the Site or its Content by virtue of accessing or using the Site or its Content. Any rights not expressly granted herein are hereby reserved.

Datavault grants you a limited, non-exclusive, revocable, and non-transferrable license to access or use the Site and its Content solely for your personal use and in accordance with these Terms. We reserve all other rights.

While Datavault strives to keep the Content that we post in the Site accurate, complete, and up-to-date, we cannot and do not guarantee, represent or warrant that any of the Content in the Site is accurate, complete, timely or applicable to you. We will use reasonable efforts to include accurate and current information in the Site, but there may be occasions when information in the Site contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, availability, and other matters. We reserve the right to correct any errors and to update information in the Site at any time.

## **2. ACCOUNT REGISTRATION AND TERMINATION**

To access certain portions of the Site, you will need to register for an account with an email and password. You may also register for an account using third-party platform accounts, such as Apple, Facebook, or Google. Datavault is not responsible for any loss or damage related to your use of a third-party platform account to access the Site. By registering for an account, you agree that all information you have provided and will provide about yourself is accurate, current, and complete.

You are responsible for protecting your account access credentials, and you understand and agree that you are responsible for all activity associated with your account, including any and all statements made, and acts or omissions that occur, through your account.

If you have any reason to believe or become aware of any unauthorized access to or use of your account, please notify us immediately at [privacy@dvt.ai](mailto:privacy@dvt.ai). Any actions taken, or communications sent, from your account will be assumed to have been authorized by you.

Datavault may terminate or suspend access to your use of the Site at any time and for any reason at our discretion, including where we determine: (1) you have violated these Terms, (2) termination appears necessary to ensure user safety, (3) termination is necessary for legal compliance reasons, or (4) termination appears necessary to protect the rights or property of us or others.

## **3. AVAILABILITY**

The Site (and the Content) may be unavailable from time to time for any reason, including for routine maintenance. You understand and acknowledge that, due to circumstances both within and outside of our control, access to the Site may be interrupted or suspended from time to time.

#### **4. ACCEPTABLE USE**

In connection with your use of the Site, you agree that you will not:

- Use the Site or its Content for any unlawful purpose in violation of local, state, national, or foreign laws.
- Engage in any activity that is fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, harmful, violent, abusive, hateful, offensive, harassing, or otherwise objectionable to us.
- Attempt to disable, hack, or otherwise interfere with the proper functioning of the Site.
- Harvest, scrape, reverse engineer, derive a work, or modify any information from the Site or its Content.
- Attempt to bypass any robot exclusion headers or circumvent any other measures that we have put in place to restrict or prevent access to all or parts of the Site.
- Infringe any of Datavault's rights, or the rights of any third party, including intellectual property rights.
- Impersonate another individual or otherwise misrepresent your identity.
- Use the Site or its Content to suggest an unauthorized association with us.
- Transmit any software or other materials that contain any type of malware, including viruses, worms, Trojan horses, or other rogue programming.
- Change or delete any proprietary notices from materials downloaded or printed out from the Site.
- Attempt any actions that otherwise violate these Terms.

We reserve the right to terminate your access to all or part of the Site, in our sole discretion and without notice or liability, for any reason, including breach of these Terms. Violation of these Terms may result in civil or criminal liability. We may investigate potential violations, cooperate with law enforcement, and/or pursue prosecution of users who may be involved in such violations.

#### **5. CONFIDENTIALITY**

Please be aware that information transmitted over the Internet may not be secure and confidentiality cannot be guaranteed. Information of a confidential, proprietary, or privileged nature should not be sent through the Site.

## **6. THIRD-PARTY SITES AND SERVICES**

The Site may provide links or provide access to features provided by third parties. We are not responsible for such third-party sites and features, and provision of such does not imply endorsement or recommendation. Your interactions with third parties while using the Site are between you and the third party. We are not 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 third-party services.

The Site integrates with vendor platforms to provide certain services, including identify verification, and through application programming interfaces (“APIs”) or other integrations with certain tools or services. When we use vendor platforms, you are subject to the terms and conditions of those platforms, as well as these Terms.

## **7. DISCLAIMERS**

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND ITS CONTENT ARE PROVIDED BY DATAVAULT ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, RELIABILITY, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS, OR USEFULNESS OF THE SITE AND/OR ITS CONTENT. WE DO NOT WARRANT THAT YOUR USE OF THE SITE OR ITS CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED, OR CONTENT ARE SECURE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT DATAVAULT IS NOT PROVIDING LEGAL ADVICE WHEN YOU USE THE SITE.

## **8. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL DATAVAULT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR ITS CONTENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS, OR LIABILITIES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE SITE, ITS CONTENT, OR INFORMATION PROVIDED ON OR THROUGH THE SITE.

BY USING OR ACCESSING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

IF THE FOREGOING LIMITATIONS ARE DISALLOWED, IN ANY EVENT, OUR TOTAL LIABILITY SHALL NOT EXCEED \$100.00 USD.

## 9. INDEMNIFICATION

AS PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND (IF REQUESTED BY DATAVAULT), INDEMNIFY, AND HOLD DATAVAULT AND OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE “**DATAVAULT PARTIES**”) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, INVESTIGATIONS, LIABILITIES, JUDGMENTS, FINES, PENALTIES, SETTLEMENTS, INTEREST, AND EXPENSES (INCLUDING ATTORNEYS’ FEES) THAT DIRECTLY OR INDIRECTLY ARISE FROM OR ARE RELATED TO ANY CLAIM, SUIT, ACTION, DEMAND, OR PROCEEDING MADE OR BROUGHT AGAINST THE DATAVAULT PARTIES ARISING OUT OF OR IN CONNECTION WITH: (1) YOUR USE OF THE SITE AND/OR ITS CONTENT; (2) YOUR BREACH OR ALLEGED BREACH OF THESE TERMS; (3) YOUR VIOLATION OR ALLEGED VIOLATION OF ANY LAWS, RULES, REGULATIONS, CODES, STATUTES, ORDINANCES, OR ORDERS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITIES IN CONNECTION WITH YOUR USE OF THE SITE; (4) INFORMATION OR MATERIAL TRANSMITTED THROUGH YOUR ACCOUNT OR DEVICE, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES, VIOLATES, OR MISAPPROPRIATES ANY INTELLECTUAL PROPERTY, PUBLICITY, PRIVACY, OR OTHER RIGHT OF ANY PERSON OR ENTITY; AND (5) ANY MISREPRESENTATION MADE BY YOU; (ALL OF THE FOREGOING, “**CLAIMS AND LOSSES**”). YOU WILL COOPERATE FULLY, AS REQUESTED BY DATAVAULT, IN THE DEFENSE OF ANY CLAIMS AND LOSSES. NOTWITHSTANDING THE FOREGOING, DATAVAULT RETAINS THE EXCLUSIVE RIGHT TO SETTLE, COMPROMISE, AND PAY ANY AND ALL CLAIMS AND LOSSES. DATAVAULT RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY CLAIMS AND LOSSES. YOU WILL NOT SETTLE ANY CLAIMS AND LOSSES WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF DATAVAULT THROUGH OUR OFFICERS.

## 10. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION, CLASS ARBITRATION, AND COLLECTIVE ARBITRATION WAIVERS

- a. **Disputes.** This Section governs any controversy, allegation, claim, or other dispute between you and Datavault, including any parents, subsidiaries, officers, directors, employees, or agents of Datavault, arising out of or relating to the Product, Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising, including as relates to our service providers (collectively, “**Dispute**”), or to any of Datavault’s actual or alleged intellectual property rights (an “**Excluded Dispute**”), The term “Dispute” includes any and all past, present, or future controversies, allegations, claims, or other disputes between you and Datavault, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes, without limitation, any such controversies, allegations, claims, or other disputes arising out of or relating to the validity, enforceability, interpretation and/or scope of these Terms, provided, however, that the term “Dispute” does not include any such disputes,

claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of the Class Action, Class Action Arbitration and Collective Arbitration Waivers set forth in Section 15(e) below, or whether claims to resolve any Disputes must proceed solely on an individual basis, all of which shall be decided by a court of competent jurisdiction, and not by an arbitrator. With that sole exception which shall be broadly construed, the term “Dispute” shall be given the broadest possible meaning.

- b. **Informal Dispute Resolution and Excluded Disputes.** If any Dispute or Excluded Dispute arises out of or relates to the relationship between you and Datavault, each party agrees to first send a written notice to the other party providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of the Dispute (“**Notice of Dispute**”). For a period of sixty (60) days from the date of receipt of notice from the other party, you and Datavault will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute. If an agreement cannot be reached within sixty (60) days of receipt of the Notice of Dispute, either party may commence with the procedures set out in this Section 15.
- c. **Mandatory Arbitration.** You and Datavault each agree that all actions or proceedings arising in connection with, touching upon, or relating to any Dispute, or the scope of the provisions of this Section, shall be resolved by individual binding arbitration, and not through litigation, unless the claim is properly filed in a small claims court on an individual basis. The arbitrator’s authority to resolve claims and make awards is limited to claims between you and Datavault alone. Furthermore, claims brought by you against Datavault, or by Datavault against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No 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. *This means that neither you nor Datavault will have the right to file or participate in any class action or representative action relating to these Terms, Additional Terms, and any Disputes arising related thereto between you and Datavault, and that any arbitration proceedings will be limited to the claims between you and Datavault. Both you and Datavault are giving up any right you and Datavault may have had to a jury trial, and all other rights that you or Datavault would have in court that are not available in arbitration.* This arbitration provision is intended to apply as broadly as possible, and to include all parties and claims that would be included in a case brought in court. Thus, this arbitration provision also requires arbitration as to any other corporate or natural persons who are parties to the claim, such as our corporate affiliates and vendors. This arbitration provision also applies to claims of every kind and nature, including but not limited to counterclaims, crossclaims, and third-party claims, and claims based upon torts, statutes, regulations, common law, and equity; provided, however, that notwithstanding anything to the contrary in this arbitration provision any dispute over the validity, enforceability, or scope of this arbitration provision shall be decided by a court, not an arbitrator and Datavault may seek injunctive relief from a court to prevent or stop a misuse of its intellectual property or confidential information. You or Datavault may commence an arbitration proceeding by following the rules then in effect for the American Arbitration Association (“AAA”). The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act (“FAA”) and

applicable statutes of limitations, shall honor claims of privilege recognized at law, and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any federal or state rules of civil procedure or rules of evidence. The arbitrator shall take reasonable steps to preserve privacy and confidentiality. By agreement of the Parties, or in the arbitrator's discretion for good cause, arbitration may be conducted by videoconference, teleconference, or other remote means. This arbitration provision shall survive termination of these Terms and any bankruptcy by you or Datavault. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision; provided, however; that the entire arbitration provision shall be invalidated if the requirement of arbitration solely on an individual basis is deemed invalid or unenforceable. If a court decides that the entirety of this arbitration provision is invalid or unenforceable, the remainder of the Terms shall still apply. You may opt out of this agreement to arbitrate by notifying Datavault in writing within thirty (30) days of the date that you first became subject to this arbitration provision. To opt out, mail a letter that includes your name, address, and phone number, and states your decision to opt out of the arbitration to Datavault, Attn: Dispute Resolution, Datavault AI Inc., 1 Commerce Square, 2005 Market Street, Suite 2400, Philadelphia PA 19103.

**D. CLASS OR COLLECTIVE ARBITRATION; CLASS ACTION WAIVER; COLLECTIVE ARBITRATION WAIVER.** YOU AND DATAVAULT AGREE THAT ALL DISPUTES BETWEEN YOU AND DATAVAULT WILL BE ARBITRATED INDIVIDUALLY. AS PERMITTED BY LAW, YOU AND DATAVAULT WAIVE THE RIGHT TO BRING ANY DISPUTE AS A CLASS, CONSOLIDATED, COORDINATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION (“CLASS OR COLLECTIVE ACTION”), OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION BROUGHT BY ANYONE ELSE. NOTWITHSTANDING ANY PROVISION IN THE AAA RULES AND PROCEDURES TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS OR COLLECTIVE ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE DISPUTES OF DIFFERENT PERSONS INTO ONE PROCEEDING. NOTWITHSTANDING THE ARBITRATION PROVISION SET FORTH ABOVE, IF THE PROVISION REGARDING WAIVER OF CLASS OR COLLECTIVE ACTION CLAIMS OF THIS SECTION IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, ANY SUCH CLASS OR COLLECTIVE ACTION CLAIMS MUST BE HEARD AND DETERMINED THROUGH AN APPROPRIATE COURT PROCEEDING, AND NOT IN ARBITRATION. IF YOU OR DATAVAULT BRING A CLAIM IN SMALL CLAIMS COURT, THE CLASS OR COLLECTIVE ACTION WAIVER WILL APPLY, AND NEITHER YOU NOR DATAVAULT CAN BRING A CLAIM ON A CLASS OR REPRESENTATIVE BASIS. FURTHERMORE, NEITHER YOU NOR DATAVAULT MAY PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION AS A CLASS MEMBER IF THE CLASS ACTION ASSERTS DISPUTES

THAT WOULD FALL WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT IF THEY WERE DIRECTLY ASSERTED BY YOU OR DATAVAULT.

- e. **JURY WAIVER.** AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL DISPUTES AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF, AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

## 11. CHOICE OF LAW

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

## 12. ACCESS FROM OUTSIDE THE UNITED STATES

You acknowledge that the Site and its Content originate in, and are controlled from, the United States. We make no representation that any of the Content is appropriate or available for use in other locations. We have no responsibility for any access to the Site from territories where the Content may be illegal or otherwise prohibited. If you choose to access the Site from other locations, you do so at your own risk, and you are responsible for compliance with applicable local laws.

## 13. GENERAL

**Entire Agreement.** These Terms constitute the entire agreement between you and us regarding access and use of the Site.

**Waiver.** Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

**Severability.** Any provision of these Terms that is held to be invalid or unenforceable shall be stricken and will not affect the validity and enforceability of any remaining provisions.

**Survival.** You agree that sections of these Terms that are intended to survive after account termination (such as, but not limited to Intellectual Property; Limited License, Limitation of Liability, Indemnification, and Dispute Resolution) shall survive account termination and thereby your agreement to these Terms.

**No Assignment.** These Terms do not confer any rights, remedies, or benefits upon any person other than you. We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

**Marks.** Our logos and slogans are trademarks of Datavault AI Inc. All rights reserved. All other trademarks appearing in the Site are the property of their respective owners. Any rights not expressly granted herein are reserved.

**Electronic Agreement.** You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, including these Terms, satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree, or consent via the Site, it is intended to be an electronic signature which binds you as if you had signed on paper.

#### **14. CONTACT US**

If you have questions about these Terms, please email us at [privacy@dvlt.ai](mailto:privacy@dvlt.ai).