

FORTUNA LEGAL TERMS OF USE

TERMS AND CONDITIONS RECITAL FOR FORTUNA LEGAL

Fortuna Legal is brought to you by Fortuna Arbitration. While Fortuna Arbitration is corporate subsidiary of Fortuna-Insights, Inc., it is solely Fortuna Arbitration that operates Fortuna Legal.

At Fortuna Arbitration, Inc. (hereinafter, with our affiliates, “Company”, “we”, “our”, or “us”), we value your business and are committed to providing sufficient and adequate services. This Terms and Conditions Agreement (hereinafter “Agreement”) explains Company duties to users (hereinafter “user”, “users”, “you”). By accessing or using our services, website, and other products, you agree to the terms outlined in this notice.

**Fortuna Legal is not a law firm and cannot provide legal advice.
Customers needing legal services should consult an attorney.**

We encourage you to read and understand this Agreement prior to accessing or using our services. By accessing or using our services, you manifest an intent to be bound by this Agreement.

TERMS AND CONDITIONS AGREEMENT

1. **User Consent.** In consideration of Company services and good, user manifests an intention to be bound by this Agreement.
2. **Privacy Policy.** All terms of Company privacy policy can be found in the Company Privacy Agreement, found at [www.fortuna.legal/docs/Fortuna Legal Privacy Policy.pdf](http://www.fortuna.legal/docs/Fortuna_Legal_Privacy_Policy.pdf) or by contacting Company at support@fortuna-insights.com.
3. **Prohibition on Children.** Our service is not directed or recommended to children under the age of 13. Company does not collect information from children, to the extent possible. If a user becomes aware of child under the age of 13 accessing the product, user should contact Company at support@fortuna-insights.com. We will investigate any submitted complaint, and act accordingly. This section can be waived by the legal guardian of any child, if in accordance with the rules of user’s jurisdiction and submitted in writing.
4. **Services.** Subject to the compliance with this Agreement, users must comply with the relevant laws of user’s jurisdiction, as well as any additional

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guidelines provided by Company. These goods and services may include specific software or hardware that can be automatically updated, and may include separate obligations and duties in separate license agreements. This Agreement is designed to cover Company's services and goods, which are as follows:

- Open source predictions;
- Proprietary prediction data;
- Academic blog services.

5. **Service Exclusions.** Nothing in this agreement applies to litigation finance services, whether as broker or not, to users. Please consult the Fortuna-Insights agreements under our litigation finance portal. **NOTHING PROVIDED AS A SERVICE SHOULD BE CONSTRUED AS LEGAL ADVICE. Fortuna Legal is not a law firm and cannot provide legal advice.**
6. **Prohibited Activities.** Users may not use Company services or goods for any illegal, harmful, or abusive activities, which may include, but is not limited to: (1) the unlawful misappropriation of intellectual or other rights; (2) modification, leasing, or distribution of any Company services without written consent by Company; (3) any attempt to reverse engineer or discover Company source code or underlying technical models or specifications of Company goods and services; (4) webscraping, or any other automatic extraction of Company data or outputs; (5) interference with Company services. The Company retains the discretion to remove users that violate this provision.
7. **Company Intellectual Property.** Company retains rights, title, and interest in Company's goods and services. Users may only use Company name and logo in accordance to Company procedures. If Company procedures are not stipulated in any express, written document, user must receive written permission by Company for use of Company name and logo.
8. **Billing, Credits, and Cancellation.** If user purchases any goods or services from Company, Company shall provide a written invoice in any form, and User must provide complete and accurate billing information, including payment. Company may automatically charge for invoices pending. If payment cannot be completed, Company retains the right to cancel any User

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goods or services for any time, including those incomplete goods or services, and of which are non-refundable. Company may also change prices at any time, with proper notice posted in accordance with the law.

9. **User Owns Content.** User may provide inputs to Company goods and services, and receive outputs. As long as the User is in compliance with this agreement, Company assigns User the right, title, and interest in the Output. However, due to the nature of Artificial Intelligence (AI), Outputs may be similar to real world content and IP, and the User accepts responsible for the distribution of these Outputs. This assignment does not exclude to any party but the user. User may also provide academic papers or blogs to Company, wherein User provides Company a non-exclusive license to distribute paper or blog.
10. **Termination.** Company may terminate or suspend any goods or services to User at any time, if Company believes user has breached any Company policies or Agreements, if doing so is necessary to comply with the law, or if continued services to the User may cause harm or risk to Company interests. Users have a right to appeal suspension or termination by filing an appeal to the Company at support@fortuna-insights.com.
11. **Representation, Warranties, and Waivers.**
 - 11.1. **Disclaimer of Warranties.** COMPANY PROVIDES ALL GOODS AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO:
 - 11.1.1. Any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy;
 - 11.1.2. Any warranties arising from course of dealing, course of performance, or usage of trade;
 - 11.1.3. Any warranties that the services will be uninterrupted, timely, secure, or error-free;
 - 11.1.4. Any warranties regarding the reliability, quality, or accuracy of any content, information, or service obtained through Company services.

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11.2. **Predictions Disclaimer.** USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT:

11.2.1. All predictions, forecasts, analyses, and outputs provided by Company services (including but not limited to open source predictions, proprietary prediction data, and AI-generated outputs) are probabilistic estimates based on historical data, algorithmic models, and other information that may be incomplete, inaccurate, or outdated;

11.2.2. PREDICTIONS MAY BE INCORRECT, INACCURATE, OR ENTIRELY WRONG. Company makes no representation or warranty regarding the accuracy, reliability, completeness, or correctness of any prediction or output. Users should read and understand Company's provided AI papers to understand risks of certain methodologies. These include, but are not limited to:

11.2.2.1. *Predicting Precedent*, found at

[https://scholarlycommons.law.case.edu/jolti/vol14/iss2/3/;](https://scholarlycommons.law.case.edu/jolti/vol14/iss2/3/)

11.2.2.2. *We Built Judge.ai. And You Should Buy It.*, found at

[https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5115184;](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5115184)

11.2.2.3. *LLMs are Bad Judges. So use Our Classifier Instead.*, found at

[https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5331811;](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5331811)

11.2.2.4. *Bonfire of the Vagaries*, found at

[https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5587611.](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5587611)

11.2.3. USER RELIES ON ALL PREDICTIONS, OUTPUTS, AND ANALYSES AT USER'S OWN RISK AND PERIL. User should not rely solely on Company predictions for any legal, financial, business, or personal decision;

11.2.4. Predictions should be independently verified and should be considered as one factor among many in any decision-making process;

11.2.5. Company is not responsible for any decisions, actions, or outcomes based on User's reliance on predictions or other outputs.

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11.3. **User Representations.** User represents and warrants that: (a) all registration information provided is accurate, complete, and current; (b) User will maintain the accuracy of such information; (c) User will not share account credentials or make account available to others unless specifically authorized by Company in writing; and (d) User understands the limitations and risks associated with predictive services and AI-generated outputs.

12. **Amendments.** This Agreement may be changed at any time by Company, upon notice to user. Amendments to this Agreement may be noticed by posting the new policy on the medium in which Company provides the Online Privacy Notice.

13. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court, such provision shall be deemed modified to the extent necessary to make it valid and enforceable. If such amendment or modification is not possible, it shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect. If the arbitration provision found in section 16 is unconscionable or unenforceable, then the Company shall select a sufficiently impartial arbitrator. If the Company's choice of an arbitrator is insufficient, then the Court shall select an arbitrator. If the Court selects an arbitrator, and the arbitrator finds damages against the Company exceeding \$1,000,000, then the Court shall vacate the arbitrator's findings, and proceed through normal litigation. If the arbitrator's findings are vacated, neither party may employ the arbitrator's findings in litigation, and such findings shall remain under seal.

14. INDEMNIFICATION.

14.1. **User Indemnification Obligation.** User agrees to indemnify, defend, and hold harmless Company, its parent company Fortuna-Insights, Inc., and their respective affiliates, subsidiaries, officers, directors, employees, agents, licensors, and representatives (collectively, "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) arising out of or relating to:

14.1.1. User's access to or use of Company services, goods, or outputs;

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14.1.2. User's reliance on any predictions, forecasts, analyses, or outputs provided by Company services;

14.1.3. Any decisions, actions, or transactions User makes based on Company services or outputs;

14.1.4. User's violation of this Agreement or any applicable law or regulation;

14.1.5. User's violation of any third-party rights, including intellectual property rights, privacy rights, or proprietary rights;

14.1.6. Any content, data, or information User submits, posts, or transmits through Company services;

14.1.7. User's negligence, willful misconduct, or fraud.

14.2. **Defense and Settlement.** Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by User. User agrees to cooperate fully with Company in the defense of any such claims. User shall not settle any claim that affects Company's rights or interests without Company's prior written consent.

14.3. **Limitation of Liability (Applicable Only When Indemnification Does Not Apply).** THE PROVISIONS OF THIS SECTION SHALL ONLY APPLY TO CLAIMS, DAMAGES, OR LOSSES THAT ARE NOT SUBJECT TO USER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14 ABOVE.

14.3.1. **Cap on Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY CLAIMS NOT SUBJECT TO INDEMNIFICATION UNDER SECTION 12.1, COMPANY'S TOTAL AGGREGATE LIABILITY TO USER SHALL NOT EXCEED THE GREATER OF: (i) THE TOTAL AMOUNT PAID BY USER TO COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (ii) ONE HUNDRED DOLLARS (\$100.00).

14.3.2. **Exclusion of Consequential Damages.** FOR ANY CLAIMS NOT SUBJECT TO INDEMNIFICATION UNDER SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ANY INDEMNIFIED PARTIES BE LIABLE FOR ANY:

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14.3.2.1. INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;

14.3.2.2. LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES;

14.3.2.3. DAMAGES ARISING FROM BUSINESS INTERRUPTION, LOSS OF USE, OR COST OF SUBSTITUTE SERVICES;

14.3.3. **Third-Party Content.** Company shall have no liability for any content, predictions, or information provided by third parties, including but not limited to open-source data, user-generated content, or third-party integrated services.

14.3.4. **Force Majeure.** Company shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

14.3.5. **Time Limitation on Claims.** User agrees that any claim or cause of action arising out of or related to this Agreement or the services must be filed within one (1) year after the claim or cause of action arose, or such claim shall be permanently barred.

14.3.6. **Essential Terms.** User acknowledges and agrees that the limitations and exclusions of liability set forth in this Section are fundamental elements of the basis of the bargain between Company and User, and that Company would not provide the services without these limitations.

14.3.7. **Jurisdictional Limitations.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages. In such jurisdictions, Company's liability shall be limited to the maximum extent permitted by law.

15. **Entire Agreement.** Except as required by law, this Agreement constitutes the entire Agreement to which there is a manifestation to be bound. This clause shall be construed to enforce the Parol Evidence Rule to exclude evidence that contradicts or modifies this written contract.

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16. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by Fortuna Arbitration, employing Arbitrus.ai, or other AI systems owned, licensed, and or operated by Fortuna Arbitration, in accordance with the Fortuna Arbitration Early Access Rules and Procedures, or by the most recent rules and procedures connected to Arbitrus.ai, <https://www.arbitrus.ai/>. The decision of Fortuna Arbitration shall be final and binding on the parties and shall not be appealable to any court or other dispute resolution body. In addition, judgment on the award rendered by Fortuna Arbitration may be entered in any court having sufficient jurisdiction thereof. If Fortuna Arbitration cannot, or refuses to, provide arbitration, the Company may select a neutral arbitrator. **BY AGREEING TO THIS ARBITRATION PROCEDURE, THE PARTIES OF THIS AGREEMENT WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTES THROUGH A TRIAL BY JURY OR JUDGE OR THROUGH AN ADMINISTRATIVE PROCEEDING.** Fortuna Arbitration shall have the sole and exclusive authority to determine whether a dispute, claim, or cause is subject to arbitration under this Agreement, to determine any procedural questions which grow out of such disputes, claims, or causes of action, and to render a final decision. The party initiating the arbitration shall be responsible for paying all administrative fees charged by Fortuna Arbitration for the arbitration, except as required by law; however, if the party initiating the arbitration is ultimately successful in the arbitration, the non-initiating party shall be responsible for such fees, except as required by law. **NOTICES UNDER THIS PROVISION MAY BE SERVED BY ELECTRONIC EMAIL.**

17. **Copyright Complaints.** If you believe that your intellectual property rights have been infringed by User or Company goods and services, you may send a notice to Company at support@fortuna-insights.com. The following procedures govern copyright complaints.

17.1. **Notice of Alleged Infringement.** If you believe that your intellectual property rights have been infringed by User content or outputs generated through Company goods and services, you may submit a written notice to Company at support@fortuna-insights.com. Company reserves the sole and absolute discretion to determine whether any alleged infringement has occurred and what action, if any, to take in response.

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- 17.2. **Required Elements of Notice.** To be considered valid, all notices must include, without limitation: a. A physical or electronic signature of the person authorized to act on behalf of the intellectual property rights holder; b. A detailed description of the copyrighted work, trademark, patent, trade secret, or other intellectual property claimed to have been infringed, including registration numbers where applicable; c. A detailed description of where the allegedly infringing material is located within Company services, with sufficient specificity to allow Company to locate the material; d. Complete contact information of the Complainant, including full legal name, physical address, telephone number, and email address; e. A statement, under penalty of perjury, that the Complainant has a good-faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law; f. A statement, under penalty of perjury, that the information in the notice is accurate and that the Complainant is authorized to act on behalf of the intellectual property rights holder; g. Evidence demonstrating ownership or authorization to act on behalf of the rights holder, including but not limited to registration certificates, license agreements, or chain of title documentation.
- 17.3. **Deficient Notices.** Company is under no obligation to act upon notices that fail to substantially comply with all requirements set forth in this section. Deficient notices may be rejected without further action or consideration. Company reserves the right to require additional information or documentation before processing any notice.
- 17.4. **Company Response and Discretion.** Upon receipt of a compliant notice, Company may, in its sole discretion and without any obligation to do so: a. Investigate the alleged infringement; b. Remove or disable access to the allegedly infringing material; c. Notify the User who posted the material; d. Take no action whatsoever. Company's decision to remove or not remove content, or to suspend or not suspend a User account, shall be final and unreviewable. Company assumes no liability for any action or inaction taken in response to an infringement notice.
- 17.5. **Processing Time.** Company will endeavor to review notices within a commercially reasonable timeframe but makes no guarantee regarding response time. Complainants acknowledge that Company has no duty to expedite review of any notice.

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- 17.6. **Counter-Notification.** If Company removes or disables content in response to an infringement notice, the affected User may submit a counter-notification to Company at support@fortuna-insights.com. Counter-notifications must include: a. Physical or electronic signature of the User; b. Identification of the material that was removed and its location before removal; c. A statement under penalty of perjury that the User has a good-faith belief that the material was removed as a result of mistake or misidentification; d. User's name, address, telephone number, and email address; e. User's consent to jurisdiction of the federal district court for the judicial district in which User's address is located, or if User's address is outside the United States, consent to jurisdiction in any judicial district in which Company may be found; f. A statement that User will accept service of process from the Complainant or Complainant's agent. Company reserves sole discretion to restore or not restore any content subject to a counter-notification.
- 17.7. **Indemnification for False Claims.** Any person or entity submitting an infringement notice or counter-notification agrees to indemnify, defend, and hold harmless Company and all Indemnified Parties (as defined in Section 14) from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising from: a. Any misrepresentation in the notice or counter-notification; b. Any false, fraudulent, or bad-faith claim of infringement; c. Any claim that later proves to be unfounded, regardless of whether the claim was made in good faith; d. Any interference with Company's business operations or User relationships resulting from the notice; e. Any claim by the affected User or third party arising from Company's response to the notice.
- 17.8. **Repeat Infringer Policy.** Company reserves the right, in its sole discretion, to terminate accounts of Users who are determined by Company to be repeat infringers. Company's determination of who constitutes a "repeat infringer" shall be final and unreviewable. Company has no obligation to monitor for or detect repeat infringers.
- 17.9. **No Duty to Monitor.** Company has no duty to monitor User content for potential intellectual property infringement and shall not be liable for any infringing content posted by Users. Company does not pre-screen User content and disclaims all responsibility for such content.

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17.10. **Limitation on Company Liability.** Company shall have no liability whatsoever for: a. Any decision to remove or not remove allegedly infringing content; b. Any erroneous removal of non-infringing content; c. Any failure to remove actually infringing content; d. Any claims arising from Company's response or non-response to any notice; e. Any business losses, damages, or harm resulting from content removal or restoration; f. Any reliance by Complainant or User on Company's investigation or determination.

17.11. **Arbitration of IP Disputes.** Any dispute between a Complainant and Company arising from or relating to an infringement notice, including but not limited to disputes regarding Company's response to such notice, shall be resolved exclusively through binding arbitration as set forth in Section 16 of this Agreement. Similarly, any dispute between a User and Company regarding removed content shall be resolved through arbitration. **BY SUBMITTING AN INFRINGEMENT NOTICE OR COUNTER-NOTIFICATION, YOU AGREE TO BINDING ARBITRATION AND WAIVE ANY RIGHT TO TRIAL BY JURY OR COURT.**

17.12. **Costs and Attorneys' Fees.** In any arbitration or legal proceeding arising from an infringement notice or counter-notification, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. If Company is required to respond to legal process or participate in litigation arising from a false or bad-faith infringement claim, the Complainant shall be liable for all of Company's costs, expenses, and attorneys' fees, regardless of the outcome.

17.13. **Reservation of Rights.** Nothing in this section shall be construed to limit Company's rights under applicable law, including but not limited to rights under the Digital Millennium Copyright Act (DMCA), safe harbor provisions, or any other intellectual property law. Company reserves all rights and remedies available at law or in equity.

18. **Forum Selection Clause.** Texas state law will govern these Terms and Conditions for conflicts of law; except as provided by the Arbitration clause, all other claims arising out this agreement will be brought exclusively in the Federal Northern District of Texas, Amarillo, OR other Texan state courts.

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19. Class Action and Representative Action Waiver.

19.1. **Mandatory Individual Proceedings.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USER AND COMPANY AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, USER'S ACCESS TO OR USE OF COMPANY SERVICES, OR THE RELATIONSHIP BETWEEN USER AND COMPANY (COLLECTIVELY, "DISPUTES") SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION, CONSOLIDATED ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

19.2. **Waiver of Class Proceedings.** USER EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE OR CONSOLIDATED PROCEEDING, WHETHER IN ARBITRATION, IN COURT, OR IN ANY OTHER FORUM. This waiver applies to all Disputes, regardless of:

19.2.1. Whether the Dispute is resolved through arbitration pursuant to Section 16 of this Agreement, through litigation in court, or through any other dispute resolution mechanism;

19.2.2. Whether the arbitration or class action waiver provisions are found to be unenforceable, unconscionable, or invalid for any reason;

19.2.3. The forum in which the Dispute is pending or may be brought;

19.2.4. The legal or equitable nature of the claims asserted;

19.2.5. The amount of damages or relief sought.

19.3. **No Consolidation.** The User may not consolidate more than one person's or entity's claims in any arbitration, court proceeding, or other proceeding, nor may User or Company arbitrate, litigate, or otherwise pursue any Dispute as a representative or member of a class or in a private attorney general capacity, UNLESS the Company orders it so. Multiple Users' claims may not be arbitrated or litigated jointly or consolidated with those of any other User.

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- 19.4. **Private Attorney General Action Waiver.** To the maximum extent permitted by law, User waives any right to bring, participate in, or recover relief under any private attorney general action, including but not limited to actions brought pursuant to California's Private Attorneys General Act ("PAGA"), California Labor Code § 2698 et seq., or any similar statute in any jurisdiction. User agrees to bring any PAGA or similar claim only in an individual capacity and not as a private attorney general on behalf of other employees, workers, or the general public.
- 19.5. **Representative Action Waiver.** User waives any right to act as a representative on behalf of the general public, other users, other customers, or any other persons or entities in any legal proceeding against Company. User may only bring claims against Company in User's individual capacity and may only seek relief (whether monetary, injunctive, declaratory, or otherwise) that would redress User's individual injury.
- 19.6. **Prohibition on Claim Aggregation.** User may not bring claims against Company on behalf of, or jointly with, any other person or entity. User may not participate in any effort to aggregate, combine, or coordinate claims against Company with the claims of any other person or entity. If any proceeding is brought on behalf of multiple persons or entities, User may not participate in such proceeding as a party or class member.
- 19.7. **Arbitrator and Court Authority Limited.** Any arbitrator or court presiding over a Dispute shall have authority to hear only User's individual claim and shall not have authority or jurisdiction to:
- 19.7.1. a. Hear or decide any claim brought on behalf of a class, collective, or group;
 - 19.7.2. Consolidate or join the claims of multiple users or third parties, UNLESS the Company consents to such;
 - 19.7.3. Award relief to any person or entity other than User individually;
 - 19.7.4. Preside over any form of representative, class, or consolidated proceeding;
 - 19.7.5. Award class-wide, collective, or representative relief of any kind.
- 19.8. **Severability and Reformation of Class Action Waiver.** This Class Action and Representative Action Waiver is an essential,

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material, and non-severable part of this Agreement. However, if any court or arbitrator determines that any portion of this Class Action Waiver is unenforceable, invalid, or unconscionable, then:

19.8.1. **First:** The court or arbitrator shall reform or modify the unenforceable portion to the minimum extent necessary to make it enforceable while preserving the parties' intent to proceed individually and not in a representative capacity;

19.8.2. **Second:** If reformation is not possible, the unenforceable portion shall be severed, and the remainder of this Class Action Waiver shall remain in full force and effect;

19.8.3. **Third:** If the Class Action Waiver cannot be enforced with respect to a particular claim or particular type of relief, that claim or relief shall be severed and must be litigated in court, while all other claims shall proceed in arbitration on an individual basis;

19.8.4. **Fourth:** Notwithstanding any other provision, if any court or arbitrator determines that the Class Action Waiver is wholly unenforceable with respect to a particular Dispute, and such determination is not subject to further appeal, then the arbitration agreement in Section 16 shall be deemed void and unenforceable with respect to that Dispute only, and such Dispute must proceed in court on an individual, non-class basis.

19.9. **No Preclusive Effect.** The resolution of any individual User's Dispute shall have no preclusive effect on the claims of any other User. No User may invoke issue preclusion, claim preclusion, or collateral estoppel based on the outcome of another User's individual arbitration or litigation.

20. **Opt-Out Right.** User may opt out of this Class Action and Representative Action Waiver within thirty (30) days of first accepting this Agreement by sending written notice to Company at support@fortuna-insights.com with the subject line "Class Action Waiver Opt-Out." The opt-out notice must include User's full name, email address associated with User's account, physical address, and a clear statement that User wishes to opt out of the Class Action Waiver. **Opting out of the Class Action Waiver does not opt User out of the arbitration agreement in Section 16.** If User opts out of this Class Action Waiver, User may not bring or participate in any class action, representative action, or consolidated action against Company in any forum,

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but User may pursue individual claims against Company in court (subject to all other provisions of this Agreement, including Section 16). **IF USER DOES NOT OPT OUT WITHIN THE 30-DAY PERIOD, USER SHALL BE DEEMED TO HAVE KNOWINGLY AND VOLUNTARILY WAIVED THE RIGHT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION.**