**TERMS OF USE**

Effective Date: These Terms of Use are effective and were last updated as of March 28, 2024 [March 28, 2024

Please carefully read these Terms of Use (“**Terms**”), including the Arbitration Agreement in Section 13, which requires that disputes are resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.

These Terms constitute a binding agreement between you and Psilera Inc. and its affiliates (“**Psilera**,” “**we**,” “**us**,” or “**our**”) governing your use of [www.psilera.com](http://www.psilera.com/) and any related social media channel, website, application, feature, widget or other online service that is owned or controlled by Psilera that posts or includes a link to these Terms (the “**Sites**”).

The Sites are offered and available to individuals who are eighteen (18) years of age or older. By using the Sites, you represent and warrant to Psilera that you are eighteen (18) years of age or older and are otherwise capable of forming a legally binding contract. By accessing and/or using the Sites, you agree to be bound by these Terms. Your use of the Sites is also governed by our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, do not access or otherwise use our Sites.

**IMPORTANT DISCLAIMERS**

*Products; Compliance with Laws*

The information on the Sites should not be construed as a solicitation or promotion for any product or service, or for the use of any product or service in a way that is not authorized by the laws and regulations of the country in which the user is located. Users of the Sites assume all risk arising from use of the Sites.

*Not a Healthcare Service; No Medical Advice*

Psilera does not engage in the practice of medicine or the provision of psychological health services. Information provided on the Sites is for informational purposes only and is not intended as a substitute for professional medical advice, diagnosis or treatment, including in respect of psychological health. In particular, you should not rely upon the content contained herein for diagnosing a health problem or disease. Due to the rapid nature of change in medical science, the information provided on the Sites may not be current. Always seek the advice of your physician, psychiatrist or other qualified health provider with any questions you may have regarding any medical or psychological condition you or your family might have. Never disregard professional medical advice or delay in seeking it because of something you have read on the Sites.

*Forward-Looking Information; Not an Offer of Securities*

The Sites may contain forward-looking information about Psilera’s business, operations and financial condition. Words such as “anticipates,” “believes,” “estimates,” “expects,” “intends,” “plans,” “seeks” and similar expressions that may be used on the Sites are intended to identify forward- looking statements that are subject to various known and unknown risks and uncertainties beyond Psilera’s reasonable control. Such risks and uncertainties include, but are not limited to, those arising from research and development, clinical trials, regulatory approvals, third-party reimbursement, reliance on third-party manufacturers and suppliers, commercialization, competition, patents, product liability and adequate financing. Actual results may differ materially from the forward-looking information provided, and such forward-looking information is only current as of the time it was originally included in the Sites.

The information on the Sites is not intended and should not be construed as an offer to sell securities.

1. **Intellectual Property**
	1. **Ownership**

Psilera, or its subsidiaries, affiliates, licensors, or suppliers, own all rights, title, and interest in and to the Sites (and all past, present, and future versions), and all copyrights, trademarks, patents, trade secrets, and other intellectual property rights embodied therein, whether or not applied for or registered, including but not limited to the following: names, logos, text, graphics or other artwork, icons, photos, products, digital downloads, sound recordings, audiovisual materials or effects, titles, themes, objects, animations, musical compositions, moral rights, documentation, data compilations, computer code or software, features, “look and feel,” and functionality of the Sites, and any compilation of the foregoing (collectively, “**Psilera Content**”). The Psilera Content is protected by United States and international laws.

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into another website, app, or other service; or in any way exploit any of the Psilera Content, in whole or in part, except as set forth in these Terms, without our prior, written, and specific permission.

* 1. **Our License to You**

Subject to your compliance with these Terms, Psilera grants to you a limited, revocable, non-exclusive, non-transferrable license to engage in the following activities for non-commercial purposes only:

* + 1. To browse, access, and view the Sites and the Psilera Content therein that is available to the public;
		2. To link to our Sites that are available to the public, provided, however, that your website or any third-party websites that link to the Sites: (a) must not frame or create a browser or border environment around any of Psilera Content or otherwise mirror any part of the Sites; (b) must not imply that Psilera is endorsing or sponsoring it or its products or services, unless Psilera has given it prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Psilera’s sole opinion, harm Psilera or its Sites; (d) must not use any Psilera trademarks without the prior written permission from Psilera; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Psilera’s sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the Sites, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Psilera reserves the right to prohibit linking to the Sites for any reason in our sole and absolute discretion even if the linking complies with the requirements described above.

The foregoing license does not include any right to modify, publish, participate in the transfer or sale of, reproduction, or creation of derivative works from the Psilera Content or the Sites, except as and only to the extent expressly stated above.

You agree that: (a) you will keep intact all copyright and other proprietary notices contained in the Psilera Content on any copy you may make of the Psilera Content; (b) you will not use the Psilera Content in a manner that suggests an association with us or our Sites; (c) you will make no modifications to the Psilera Content; (d) you will not allow or aid or abet any third party to (whether or not for your benefit): (i) copy or adapt the object code of any Sites’ software, HTML, JavaScript or other code; or (ii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Sites use or create to generate its web pages or any software or other products or processes accessible through the Sites; and (e) you will not insert any code or product to manipulate the Psilera Content in any way that affects any user's experience.

You also agree that you will not (or aid or abet any third party to) engage or attempt to engage in any potentially harmful acts that are directed against the Sites, including but not limited to violating or attempting to violate any security features of the Sites; using manual or automated software or other means to scrape, crawl, spider, or similarly access any portion of the Sites (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from our websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); introducing or sending viruses, worms, spyware, malware, or any other kind of harmful code into or through the Sites; interfering or attempting to interfere with the proper functioning of or use by others of the Sites, including by means of overloading, flooding, spamming, mail bombing, or crashing the Sites; or disabling, bypassing, modifying, defeating, violating, removing, impairing, circumventing, or otherwise interfering with digital rights-management technology or other features or technology that limits or prevents use of the Sites or the Psilera Content therein.

* 1. **Claims of Copyright Infringement[[1]](#footnote-1)**

Psilera respects the intellectual property of others. If you believe that your copyrighted work has been unlawfully copied and is accessible on the Sites in a way that constitutes copyright infringement, please send a notice of copyright infringement to:

Psilera, Inc.

Attn: Legal - Copyright Agent

[3201 W. Hillsborough Ave. #151868

Tampa, FL 33614]

info@psilera.com

The notice should include:

* Your full name and electronic or physical signature.
* Your mailing address, phone number and email address (at which you can be contacted by us or the alleged infringer).
* A statement by you under penalty of perjury that you are the owner, or are authorized to act on behalf of the owner, of the copyright that is allegedly infringed, and that the information in your notice is accurate.
* A statement that you have a good faith belief that the disputed use of the copyrighted materials is not authorized by the copyright owner, its agent or by law, such as fair use.
* A description of the copyrighted work(s) that you claim has been infringed.
* A description of the location of the copyrighted materials on the Sites.
	1. **Submitted Information and Materials Assigned to Psilera**

Our business and research and development departments are continuously researching new medicines, technologies and products. Sometimes these ideas are in the developmental stage for years prior to actually being launched. If you choose to submit, forward or transmit to our Sites or otherwise to us by web form or electronic mail or other means any ideas or suggestions other communications or material, including but not limited to ideas for medicines, technologies and products, it will be, and we will treat it as, non-confidential. Any such disclosures, submissions or other such communications shall constitute an assignment to Psilera of all worldwide rights, titles and interests in all copyrights and other intellectual properties in such communications and the ideas, suggestions, materials, concepts and information therein. Accordingly, Psilera will own exclusively all such rights, titles and interests and be free to use for any purpose whatsoever, without restriction (or obligation to use) and without any compensation to you, any ideas, suggestions, materials, concepts and any other information contained in any such communication you submit to our Sites or otherwise to us, including but not limited for developing and marketing products and services and to any other extent to which Psilera may use such information. You warrant that any ideas or suggestions or other such communications or materials you communicate to us are free of any intellectual property rights of any third party and will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s).

1. **Sweepstakes, Contests, and Promotions**

Any sweepstakes, contests or other promotions (any, a “**Promotion**”) that may be offered via the Sites may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the Promotion, use of user generated content, and disclosures about how your personal information may be used. It is your responsibility to read these rules to determine whether or not you want to and are eligible to participate, register and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

1. **Links to Third Party Sites**

Our Sites may contain links to websites or other online services owned or operated by parties other than Psilera. Such links are provided for your reference only. Psilera does not monitor or control outside websites or other online services and is not responsible for their content. Psilera’s inclusion of links to an outside website does not imply any endorsement of the material on such website or any sponsorship, affiliation or association with its owner, operator or sponsor, nor does Psilera 's inclusion of the links imply that Psilera is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in any linked website. When you access third-party websites or interact or communicate with third parties through the Sites, you do so at your own risk and subject to the terms and conditions of use and privacy policies for such websites and third parties. Psilera is not responsible for the actions, content, information, data, practices, policies, or opinions of any third parties. You are solely responsible for your interactions with third parties and you should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person.

1. **International Users**

Some of the Sites are accessible from countries around the world and may contain references to Sites, medicines or other products that are not available in your country. These references do not imply that we intend to announce such Sites, medicines or other products in your country. The Sites are controlled and offered by us from our facilities in the United States. We make no representations that the Sites, medicines or other products are appropriate or available for use in other countries. Those who access or use the Sites from other countries do so at their own volition and are responsible for compliance with local law. By using our Sites or providing us with any information, you fully understand and unambiguously consent to this transfer to, and processing, usage, sharing, and storage of your information in the United States and other jurisdictions, which may have different and in some cases less protective privacy laws than those in your country.

1. **Monitoring/Investigations**

Psilera does not have an obligation to monitor users’ activities on or use of the Sites. However, Psilera reserves the right to do so for any purpose at any time, with or without notice or liability to you. By using the Sites, you irrevocably consent to such investigations.

1. **Registration**

Your use of the Sites shall be conclusive evidence of your acceptance our Terms. By using the Sites, you represent and warrant that all of the information that you submit to the Sites is correct, current, and complete.

You may be invited or required to create an account/profile and specify a password in order to access or use certain Sites. To create an account, you must be at least 18 years old and you must provide truthful and accurate information about yourself. If you create an account, you represent and warrant that (i) you have created an account for yourself and have not misrepresented your identity or created a false identity; and (ii) that you have not registered for any illegal purpose, to facilitate any illegal topic, or otherwise for the purpose of providing any illegal information. If your information changes at any time, please update your account to reflect those changes. If you believe that your identity or someone else’s identity has been misrepresented, please contact us immediately (see “Contact Us” below for contact information). You may also report other users who you believe to be in breach of this paragraph.

If you register and/or set up an account on the Sites, you will be solely responsible for maintaining the confidentiality of your registration information. You may not authorize others to use the Sites, and you are responsible for all use by you and those you allow to use the Sites. You may not sub-license, transfer, sell or assign your registration information and/or this agreements to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of these Terms. You are solely responsible for all usage or activity on your registered account including, but not limited to, use of the account by any person who uses your registration Information with or without authorization. You agree to notify us immediately of any unauthorized access to your account or any other breach of security. We have the right to disable any username, password, or other access credentials and authorizations to use the Sites at any time in our sole discretion if, in our opinion you have violated the Terms or otherwise as provided herein.

1. **Suspension and Termination**

We reserve the right to suspend or terminate your access to all or some of our Sites, with or without notice, if we, in our sole discretion, determine that you are in breach of these Terms or have engaged in conduct that we, in our sole discretion, deem inappropriate. We may also suspend or terminate your access to all or some of our Sites, with or without notice, for our convenience. You understand that such actions may be taken without any liability whatsoever to you for any suspension or termination.

All provisions of these Terms which by their nature should survive termination, will survive termination of your access to the Sites, including without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

If your access to Sites is terminated under these Terms, then you agree that you will not attempt to access the Sites through use of a different username or otherwise. In the event that you violate the immediately preceding sentence, we reserve the right, in our sole discretion, to immediately take any or all of the actions set forth in these Terms without any notice or warning to you.

1. **Changes to Terms and Sites**

We reserve the right to change these Terms at any time without prior notice. When we make changes, the new Terms will be made available via the Sites. We may also provide notice to you in other ways, such as through contact information you have provided. Your continued use of any of the Sites after the effective date of the revised Terms (or engaging in such other conduct as we may reasonably specify) will constitute your consent to those changes to the fullest extent allowed by applicable law.

We may modify, suspend, or discontinue any aspect of the products or services we offer through the Sites (including, the Sites as a whole), at any time for any reason, with or without notice to you, including the availability of any Site, any feature, or Psilera Content.

1. **Your Warranties**

You represent and warrant that (i) you have the legal right and capacity to enter into these Terms in your jurisdiction and to comply with these Terms; (ii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms; and (iii) your activities are lawful in every jurisdiction where you access or use the Sites.

1. **Indemnification**

To the fullest extent permitted by law, you agree to indemnify and hold Psilera, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "**Psilera Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, the Sites; (b) your violation of these Terms; (c) your violation of any rights of another party, including other users; or (d) your violation of any applicable laws, rules, or regulations.

We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

This provision does not require you to indemnify any of the Psilera Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Sites provided under these Terms. You agree that the provisions in this Section 10 will survive any termination of these Terms or your access to the Sites.

1. **Our Disclaimer of Warranties**

You expressly understand and agree that to the extent permitted by applicable law, your use of the Sites is at your sole risk, and the Sites are provided on an "as is" and "as available" basis, with all faults. We reserve the right to amend errors and update Service information at any time without prior notice. The Psilera Parties expressly disclaim all warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement arising from use of the Sites.

The Psilera Parties make no warranty, representation or condition that: our Sites will meet your requirements; your use of our Sites will be uninterrupted, timely, secure or error-free; that defects will be corrected; that the Sites are free of viruses or other harmful components; or that the materials of the Sites are correct, accurate, or reliable.

Any content downloaded from or otherwise accessed through our Sites is accessed at your own risk, and you will be solely responsible for any damage to your property, including, but not limited to, your computer system and any device you use to access the Sites, or any other loss that results from accessing such content.

Our Sites may be subject to delays, cancellations, and other disruptions. The Psilera Parties make no warranty, representation or condition with respect to the Sites, including but not limited to, the quality, effectiveness, reputation and other characteristics of the Sites.

To the fullest extent permitted by applicable law, the Psilera Parties assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any content, user communications, or personalization settings.

1. **Limitations on Liability**
	1. **Disclaimer of Certain Damages**

You agree that in no event will the Psilera Parties be liable for any loss of profits, revenue or data, indirect, incidental, special, or consequential damages arising out of or in connection with our Sites, or damages or costs due to loss of production or use, procurement of substitute services, whether or not you have been advised of the possibility of such damages, arising out of or in connection with these Terms or the Sites, on any theory of liability, resulting from: (1) the use or inability to use the Sites; (2) the cost of procurement of substitute services; (3) conduct of any third party on or via the Sites; or (4) any other matter related to the Sites, whether based on warranty, copyright, contract, or any other legal theory.

* 1. **Cap on Liability**

To the fullest extent permitted by applicable law, under no circumstances will the Psilera Parties be liable to you for more than fifty U.S. dollars (US$50.00). You agree that in the event you incur any damages, losses or injuries that arise out of Psilera’s acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any Site, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any Site owned or controlled by the Psilera Parties, provided that nothing in these Terms will restrict a California resident’s right under applicable law (if any) to seek public injunctive relief otherwise in accordance with the Arbitration Agreement set out below.

By accessing a Site, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of Section 1542 of the Civil Code of California, and any similar law of any state or territory, which provides as follows: "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.”

* 1. **Basis of the Bargain**

The limitations of damages set forth above are fundamental elements of the basis of the bargain between Psilera and you.

1. **BINDING ARBITRATION (“Arbitration Agreement”)**
	1. **Applicability of Arbitration Agreement**

You agree that any dispute or claim relating in any way to your access or use of the Sites, to these Terms, or to any aspect of your relationship with Psilera, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or the Psilera Parties may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the effective date of these Terms or any prior version of this Arbitration Agreement.

You agree in advance that you will not participate in or seek to recover monetary or other relief in any lawsuit filed against the Psilera Parties alleging class, collective, and/or representative claims on your behalf. Instead, by agreeing to arbitration, you may bring your claims against the Psilera Parties only in an individual arbitration proceeding (except for any Batch Arbitration, as described below). If successful on such claims, you could be awarded money or other relief by an arbitrator. You acknowledge that you have been advised that you may consult with an attorney in deciding whether to accept these terms, including this Arbitration Agreement.

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

* 1. **Process**

To begin proceeding claim, you must first send a letter describing your claim in detail, including your name and contact information, your legal claim, the specific facts giving rise to your claim (including the date(s) and amount(s) of any relevant transaction or interaction with us), and the requested relief) to us at [Psilera; 3201 W. Hillsborough Ave. #151868, Tampa, FL 33614; Attn: Legal]. You and we agree to attempt in good faith to negotiate an informal resolution of your claim. If a resolution is not reached within thirty (30) days, you may commence an arbitration action as set forth herein. The arbitration will be conducted by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, as amended by this provision, by one arbitrator that is acceptable to both parties. You can find out more about AAA and how to file an arbitration claim at [www.adr.org](http://www.adr.org/) or by calling 800-778-7879. If AAA is not available to arbitrate, the parties will select an alternative arbitral forum, such as JAMS. In the event this arbitration provision is held unenforceable by a court, all controversies, disputes, demands, counts, claims, or causes of action between you and Psilera shall be subject to litigation in court exclusively as provided in Section 14.

The arbitration will be conducted through written submission, unless the arbitrator determines that a telephonic hearing or hearing by other remote means is required. Except as otherwise provided in these Terms, you and Psilera may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Psilera will be entitled to make an offer of judgment in the arbitration proceeding. If the offer of judgment is not accepted, and the award is not more favorable than the unaccepted offer, you will be solely responsible for all costs incurred by Psilera after the offer of judgment is made to the extent permitted by applicable law. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

* 1. **Fees**

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA (or alternative arbitral forum, if applicable) rules and, where appropriate, limited by the AAA Consumer Rules (or correlative rues of an alternative arbitral forum, if applicable). In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Psilera will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent arbitration from being cost-prohibitive. In such case, we will make arrangements to pay all necessary fees directly to the AAA (or alternative arbitral forum, if applicable). If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse Psilera for all fees associated with the arbitration paid by Psilera on your behalf, which you otherwise would be obligated to pay under the AAA’s (or alternative arbitral forum’s, if applicable) rules.

* 1. **Authority of Arbitrator**

The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Psilera. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

* 1. **Waiver of Jury Trial**

You and Psilera hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and Psilera are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 13(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

* 1. **Waiver of Class or Consolidated Actions**

Except with respect to Batch Arbitration (as defined below), all claims and disputes within the scope of this Arbitration Agreement must be arbitrated on an individual basis and not on a class basis, only individual relief is available, and claims of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Section 14.

You and Psilera agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Psilera within an approximately thirty-day period (or otherwise in close proximity), regardless of the state(s) in which such claims are filed, AAA will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s)he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a “**Batch Arbitration**”). You and Psilera agree (1) to work with AAA in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a “similar nature” if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

* 1. **30-Day Right to Opt Out**

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Psilera; 3201 W. Hillsborough Ave. #151868, Tampa, FL 33614; Attn: Legal within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used with us (if applicable), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

* 1. **Severability**

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

* 1. **Survival of Agreement**

This Arbitration Agreement will survive the termination of your relationship with Psilera.

* 1. **Modification**

Notwithstanding any provision in these Terms to the contrary, we agree that if Psilera makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Psilera.

1. **Exclusive Venue**

To the extent the parties are permitted to initiate litigation in a court, both you and Psilera agree that all claims and disputes arising out of or related to these Terms will be litigated exclusively in the state or federal courts located in Tampa, Florida.

1. **Governing Law**

Subject to the Arbitration Agreement, these Terms and any action related to them will be governed and interpreted by and under the laws of the State of Florida, without giving effect to any principles that provide for the application of the law of another jurisdiction.

1. **General Provisions**
2. **Electronic Communications**

The communications between you and us use electronic means, whether you visit the Sites or send us emails or other electronic communications, or whether we post notices on the Sites or communicate with you via email or other electronic communications. You (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Psilera provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hard-copy writing. The foregoing does not affect your statutory rights.

1. **Assignment**

These Terms, and your rights and obligations thereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Psilera may assign its rights and duties under these Terms to any party at any time without any notice to you.

1. **Force Majeure**

Psilera will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, epidemic, pandemic, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

1. **Contact Us**

If you have any questions or complaints with respect to the Sites, please contact us at: [info@psilera.com].[[2]](#footnote-2)

1. **Waiver**

Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

1. **Severability**

If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

1. **Entire Agreement**

These Terms are the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. As used in these Terms, "including" means "including without limitation."

1. Information about DMCA Safe Harbor: [↑](#footnote-ref-1)
2. For purposes of the Privacy Policy and Terms of Use companies generally create an email account for “privacy”@[domain], “customerservice” or “information”@[domain] and “legal”@[domain]. General privacy matters are directed to the “privacy” account, service matters to the “customerservice” or “information” account and matters of a distinctly legal nature are directed to the “legal” account. For more important communications, sometimes the manner of communication is limited to traditional mail.

We have made suggestions for communications/use of such email accounts throughout the policy and terms, but all manner of communications are subject to the company’s preferences. [↑](#footnote-ref-2)