Navigator™ Participant Terms of Service

Last Updated [8-24-26]

Welcome to Navigator!

Thanks for using the Navigator services (including its website, and web-based applications, and any other tools, products, or services provided by Navigator that link to or reference these Terms) (collectively, the "Services"). The Services are provided by Navigator Technologies 1802, Inc. ("Navigator", "we", "our", or "us"), located at 251 Little Falls Drive, Wilmington, Delaware 19808, U.S.A.

By using our Services, you are agreeing to these Participant Terms of Service ("Terms"). Please read them carefully. Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. If additional terms or conditions are available with or applicable to the relevant Services, then those additional terms become part of your agreement with us if you use those Services. By accessing or using the Services, you intend and agree to be legally bound by these Terms. You may wish to print or save a local copy of the Terms for your records.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS OF SERVICE LIMIT OUR LIABILITY AND THAT YOU ARE RELEASING US FROM VARIOUS CLAIMS IN SECTIONS 10 AND 11 BELOW. THESE TERMS ALSO CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT AFFECT YOUR RIGHTS UNDER THESE TERMS WITH RESPECT TO THE SERVICES.

Navigator provides Services that facilitate the booking and reservation of trips, tours, activities, excursions, and other experiences (collectively, "Experiences") that are provided by third-party operators ("Operators"). Navigator is solely a technology provider. Navigator is not a travel agent, and does not organize, host, provide, or guarantee any Experiences. Additionally, Navigator is not the "merchant of record" for any Experiences, meaning that when you pay an Experience Fee (as defined in Section 4 below) for an Experience, your payment is collected by the relevant Operator through the Operator's integration with the Services. As such, you represent that you understand that the Experiences may carry risks of personal injury, pain, suffering, temporary or permanent disability, death, or property damage. You understand that it is your responsibility to judge your physical capabilities for the activities in any Experience, and that it is your responsibility to ensure that you do not exceed your limits while performing such activities, including in connection with the use of equipment, and you will determine the appropriate level of activity for your skills and abilities. By booking an Experience, you knowingly and voluntarily assume all ordinary and inherent risks associated with that Experience or Operator.

If you are an Operator, these Participant Terms do not apply to your relationship with Navigator when acting as an Operator, which is governed by the Navigator Operator Terms of Use or an equivalent contract entered into with us for such purpose.

1. Using our Services

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services, try to access them using a method other than the interface and the instructions that we provide, or extensively or automatically copy any content from the Services (in other words, no scraping). You may use our Services only for your

personal non-commercial use, and as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies, if we are investigating suspected misconduct, or for any other reason.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access through them ("Content"). You may not use Content, except as permitted in these Terms, by its owner, or as otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services, including the Navigator name and logo. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some Content that is not our own. For example, some Content belongs to our advertisers, Operators, or other third parties (collectively, "Third Party Content") or is Your Content (as defined in Section 6 below). We are not responsible for, and you waive all of our liability with respect to, Third Party Content or Your Content. Third Party Content and Your Content is the sole responsibility of the individual or entity that makes it available via the Services. We may review Third Party Content or Your Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Third Party Content or Your Content that we believe violates our policies or the law. But we do not generally review content beforehand, and we are not obligated to do so.

You must be eighteen or older to use the Services. The Services may permit users to book Experiences for children who are under eighteen. If you book any Experience for a child who is under eighteen, you represent and warrant that you are the child's parent or legal guardian, or otherwise have the permission and consent of the child's parent or legal guardian, and have all necessary permissions and consents to complete such booking. Operators may require separate and/or additional consents, which are solely between you and the Operator.

If you are on the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals, or any other restricted party list published by the U.S. Office of Foreign Assets Control, the United Nations Security Council, the European Union, or His Majesty's Treasury, you are a "Restricted Party", and you are prohibited from using the Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of our marketing emails by clicking on the "unsubscribe" link in marketing e-mails. Please be aware that there may be a brief period before we are able to process your opt-out.

Some of our Services are available on mobile devices, which may cause you to incur data charges with your wireless provider. Please be aware that we have no control over these charges, and if you do not wish to be charged, you should stop using the mobile features.

2. Your Navigator Account

You may need an account in order to use the Services. If you create your own account, you agree that all registration information you give us will be accurate and current. If your account has been assigned to you by an administrator, such as your employer or educational institution, different or additional terms may apply and your administrator may be able to access or disable your account. You will timely notify us of any changes to any of the foregoing information. You are responsible for controlling access to any

PCs, mobile devices, or other endpoints that you allow to store your Services password, or on which you enable a "Remember Me" or similar functionality ("Activated Device"). Accordingly, you agree that you will be solely responsible for all activities that occur under your Services accounts, including the activities of any individual with whom you share your Services account or an Activated Device.

To protect your account, keep your password confidential. You are responsible for the activity that happens on or through your account. If you learn of any unauthorized use of your password, please contact us at info@asknavigator.ai.

3. Operators and Booking Experiences

As stated above, Navigator is not a travel agent, merchant of record, or Operator; Navigator provides a technology platform to facilitate booking Experiences with Operators. Any engagement, booking, negotiation, or agreement between you and an Operator, and your participation in an Experience, is solely between you and that Operator, and Navigator is not a party to, and bears no responsibility or liability for, any such engagement, booking, negotiation, agreement, or transaction. Navigator shall not be responsible for either your or an Operator's performance under any agreement between you and an Operator.

Notwithstanding any verification or other notation issued to an Operator by Navigator, you understand and agree that Navigator does not endorse any Operator or Experience. Any reference to an Operator or Experience being "Verified" or with a similar notation indicates only that the Operator or Experience listing has completed a relevant verification process and nothing else. Navigator does not conduct criminal or other background checks on Operators or otherwise inquire into the background of Operators, and Navigator does not warrant that any verification process will uncover prior misconduct or prevent misconduct in the future. Any information about or description of any Experience or Operator available through the Services is provided by the relevant Operator solely for informational purposes and is not an endorsement or guarantee by Navigator of any kind. You agree that you are solely responsible for evaluating the information provided by Operators and for making your own decisions about the identity and suitability of the Operators with whom you book Experiences. Navigator has no control over Operators, or their conduct during any Experience. While Navigator is not responsible for the conduct of Operators, Navigator may (but is not obligated to) remove Operators and Experiences from the Services if, for example, we determine in our sole discretion that an Operator has engaged in misconduct or an Experience does not match the description provided by the Operator in the Services.

Operators may, as a condition of booking an Experience with them, require you to agree to additional terms, conditions, rules, and restrictions associated with the Experience (such as cancellation or refund terms), which may be presented to you via the Services or by the Operator directly (e.g., via email or when you attend the Experience). You acknowledge and agree that you, and not Navigator, will be responsible for performing the obligations of any such agreements, that Navigator is not a party to such agreements, and that Navigator disclaims all liability arising from or related to any such agreements.

Navigator does not take steps to evaluate whether the Experiences offered through the Services comply with all local or other laws and regulations. As such, you agree that you are solely responsible for informing yourself of the laws and regulations applicable to the jurisdiction in which you are booking an Experience and for complying with them. Navigator has no liability for any harms suffered or damages incurred as a result of an Experience violating any law or regulation.

If you feel that an Operator or any other participant is acting or has acted inappropriately or illegally during an Experience, you should immediately contact local law enforcement and make a report, after which you should contact Navigator at info@asknavigator.ai. When you contact Navigator, please provide a detailed description of the incident, the contact information for the local law enforcement agency to whom you made a report, and the reference number for the report. Notwithstanding anything to the contrary, your report will not obligate Navigator to take any action beyond what is strictly required by law (if any) or cause us to incur any liability to you.

4. Payment

You agree to pay all amounts owed to us for the Services and any Experiences you book through the Services under any terms, policies or other written or electronic agreement we may have in place. When you book an Experience through the Services, the Operator's fees for the Experience (the "Experience Fee") will be collected directly by the relevant Operator through the Operator's integration with the Services. In addition, you will be charged for Navigator's services fee (the "Booking Fee"), which is collected by Navigator.

We may require you to maintain valid credit card or other payment account information with us in order to receive the Services and book Experiences, and if so, you hereby authorize us to charge your credit card or other payment account for the Services and any Experiences you book. If a payment cannot be charged to your credit card or if a charge is canceled for any reason, we reserve the right to immediately either suspend or terminate your access and account without notice, thereby terminating these Terms. Interest will be charged on all unpaid delinquent amounts at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is less. You agree to reimburse us for all collection agency fees, attorneys' fees and other costs we may incur to collect delinquent amounts you owe to us.

If you cancel an Experience within twenty-four (24) hours of booking, we will refund the Booking Fee you paid to Navigator for the Experience. Additionally, if Navigator removes an Operator or Experience from the Services as a result of misconduct, fraud, or other reason related to an Experience materially deviating from the description provided by the Operator via the Services, Navigator will refund the Booking Fee you paid to Navigator for the Experience and, if requested, Navigator may provide you with reasonable information to permit you to request a refund of the Experience Fee from the Operator or request a chargeback from your bank or credit card. Notwithstanding anything to the contrary, you acknowledge and agree that the Operator with whom you booked an Experience is solely responsible for any refund of the Experience Fee, and that Navigator shall have no obligation to assist you in obtaining a refund of the Experience Fee. Except as expressly provided for in this Section 4, all fees are non-refundable.

Notwithstanding anything to the contrary in these Terms, you shall not use the Services to send money to any Restricted Party.

5. Privacy and Feedback

Our privacy policy explains how we treat your personal information and protect your privacy when you use our Services. By using our Services, you agree that we can collect, use, and share data from you as described in our privacy policy. We are not responsible for any information or Content that you share

with others via your use of the Services. You assume all privacy, security, and other risks associated with providing any information, including personally identifiable information, to other users of the Service.

If you submit feedback or suggestions about our Services, you agree that we may use your feedback or suggestions without obligation to you.

6. Content You Submit or Share; Acceptable Use

You may submit, upload, and share videos, pictures, text and other content to or through the Services ("Your Content"), and in doing so you must follow these Terms and the rules and policies referenced in these Terms. You retain ownership of any intellectual property rights that you hold in Your Content. In short, what belongs to you stays yours.

When you upload, submit, or otherwise share Your Content to or through our Services, you give us (and those we work with) a royalty-free, worldwide license in perpetuity (subject to any applicable privacy laws) to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your Content works better with our Services), communicate, publish, publicly perform, publicly display and distribute Your Content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

We may publicly display your profile information, posts, and actions you take on the Services (such as reviews you write and comments you post) in our Services, including displaying in ads and other commercial content**.** You may request that we delete any of Your Content that you submit to the Services by sending us an email at info@asknavigator.ai. To the extent within our control we'll remove Your Content from public display and mark it for future deletion if permitted by applicable law; however, it may persist in backup or residual copies for a reasonable period of time (but will not be available to other users through the Services). For purposes of clarification, once you submit or share Your Content with others via the Services (*e.g.*, other users or third parties), we no longer have control over those portions of Your Content and will not be able to delete it or prevent them from using it.

You agree that you will not use the Services to:

- Violate any law or a third-party's rights;
- Submit excessive or unsolicited commercial messages or spam any users;
- Submit malicious content or viruses;
- Solicit other people's login information, credit card numbers, or other sensitive information;
- Harass or bully other users; or
- Post content that is hate speech, threatening or pornographic, that incites violence or that contains nudity or graphic or gratuitous violence.

7. Intellectual Property Protection

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others, and require our users and customers to do so. If you are a copyright owner or its agent and believe that any content residing on or accessible through the Services infringes upon your copyrights, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (the "Designated Agent") with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. After removing material in response to a valid DMCA notice, we will notify the user responsible for the allegedly infringing material that we have removed or disabled access to the material. We will terminate, under appropriate circumstances, users who are repeat copyright infringers, and we reserve the right, in our sole discretion, to terminate any user for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with us by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that we have removed or to which we have disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of U.S. District Court for the District of Delaware, and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature.

Upon receipt of a valid counter-notification, we will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If we do not receive any such notification within ten (10) days, we may restore the material to the Services.

Pursuant to 17 U.S.C. 512(c). Navigator Technologies 1802 Inc designated Copyright Agent is:

Jonathan Bailey
CopyByte
3157 Gentilly Blvd Suite # 2254
New Orleans, LA 70122
Phone: 1-504-356-4555
Email: asknavi-dmca@copybyte.com

If you believe that any of your intellectual property rights other than copyrights have been infringed, please e-mail us at info@asknavigator.ai**.** We reserve the right, in our sole and absolute discretion, to suspend or terminate any user who infringes the intellectual property rights of Navigator or others, and/or to remove, delete, edit or disable access to such person's content. You agree that we have no liability for any action taken under this section**.**

8. About Software in our Services

The Services may enable you to access software running on our (or our vendors') servers (collectively, "Software"). You agree that we retain the ownership of all rights, title, and interest in and to the Software. Certain Software may update automatically on your device once a new version or feature is available, and you consent to such automatic updating.

Navigator gives you a personal, non-commercial, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Software to access the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of our Services or Software, nor may you reverse engineer or attempt to extract the source code of the Services or Software, unless laws prohibit those restrictions or you have our written permission.

There may be software programs contained within certain Software that have been licensed to us by third parties. The term "Software" as used herein shall refer to this third-party software except where the term "Software" is used in the context of our ownership. The same terms and conditions, including all limitations and restrictions, set forth in these Terms apply to each third-party software program contained in the Software. You acknowledge and agree that any third-party components are owned by their applicable licensors. We do not make any representations or warranties about the operation or availability of such third-party software. Neither we, nor our licensors, shall be liable for any unavailability or removal of such third-party software. We are not responsible for any communications to or from such licensors, or for the collection or use of information by such licensors. You consent to the communications enabled and/or performed by such third-party software, including automatic updating of the third-party software without further notice. You agree that such third-party software licensors are intended third-party beneficiaries under these Terms.

9. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, at any time, without any notice or liability.

You can stop using our Services at any time, although we'll be sorry to see you go. We may also stop providing Services to you, or add or create new limits to our Services, at any time.

Sections 9 – 15 will survive termination or expiration of these Terms indefinitely.

10. Our Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER NAVIGATOR NOR ITS LICENSORS, SUPPLIERS, ADVERTISERS, OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE RELIABILITY OR AVAILABILITY OF THE SERVICES, OR THE ABILITY OF THE SERVICES TO MEET YOUR NEEDS. WE ALSO DO NOT MAKE ANY WARRANTIES OR COMMITMENTS RELATING TO NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR ERROR-FREE OR UNINTERRUPTED OPERATIONS IN CONNECTION WITH THE SERVICES. WE PROVIDE THE SERVICES AND ALL INFORMATION PROVIDED THROUGH THE SERVICES "AS-IS." WE ARE NOT RESPONSIBLE FOR PROPERTY DAMAGE OR INJURIES SUSTAINED OR ILLNESSES SUFFERED IN CONNECTION WITH YOUR USE OF THE SERVICES OR ANY EXPERIENCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NAVIGATOR DOES NOT MAKE ANY COMMITMENTS OR PROMISES RELATED TO THE SAFETY OR LEGALITY OF ANY EXPERIENCE, OR AN OPERATOR'S ABILITY TO PROVIDE AN EXPERIENCE IN A SAFE AND LEGAL FASHION OR IN ACCORDANCE WITH THE DESCRIPTION PROVIDED BY THE OPERATOR VIA THE SERVICES. NAVIGATOR DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY DESTINATION AT WHICH AN EXPERIENCE IS BEING PROVIDED IS ADVISABLE OR WITHOUT RISK. NAVIGATOR IS NOT RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION OF ANY OPERATOR.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES, INCLUDING WITHOUT LIMITATION OPERATORS, AND FOR YOUR CONDUCT AND SAFETY DURING EXPERIENCES. YOU ACKNOWLEDGE AND AGREE THAT NAVIGATOR IS NOT OBLIGATED TO MAKE ANY ATTEMPT TO VERIFY THE CONTENT OF ANY EXPERIENCE LISTED ON THE SERVICES, OR TO REVIEW OR AUDIT ANY EXPERIENCES. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR TAKING ALL REASONABLE AND NECESSARY PRECAUTIONS WHEN COMMUNICATING OR INTERACTING WITH OPERATORS OR OTHER USERS OF THE SERVICES, INCLUDING WITHOUT LIMITATION IF YOU DECIDE TO MEET SUCH OPERATORS OR USERS OFFLINE OR IN PERSON, REGARDLESS OF WHETHER SUCH MEETING WAS ORGANIZED VIA THE SERVICES (E.G., AN EXPERIENCE).

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES.

YOU AND YOUR HEIRS, SUCCESSORS, AND ASSIGNS HEREBY FOREVER IRREVOCABLY RELEASE, DISCHARGE, AND HOLD HARMLESS US, OUR AFFILIATES, AND OUR AND THEIR SUCCESSORS AND ASSIGNS, AND OUR AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM, AND AGREE NOT TO SUE ANY RELEASED PARTY FOR, ANY LIABILITIES, CLAIMS, OBLIGATIONS, SUITS, ACTIONS, DEMANDS, EXPENSES, AND DAMAGES WHATSOEVER (COLLECTIVELY, "LIABILITIES") THAT YOU MAY HAVE AGAINST ANY RELEASED PARTY WHETHER EXISTING NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH YOUR OR A THIRD PARTY'S CONDUCT RELATED TO USE OF THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE FOREGOING SENTENCE RELEASES AND DISCHARGES ALL LIABILITIES,

WHETHER OR NOT THEY ARE CURRENTLY KNOWN TO YOU, AND YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542. YOU UNDERSTAND THE MEANING OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." BY AGREEING TO THESE TERMS AND THIS WAIVER, YOU ASSUME ALL RISK ARISING FROM YET UNKNOWN CLAIMS.

11. Liability for our Services

TO THE EXTENT NOT PROHIBITED BY LAW, NAVIGATOR (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, THE TOTAL LIABILITY OF NAVIGATOR (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, FOR ANY AND ALL CLAIMS UNDER THESE TERMS OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLY YOU THE SERVICES AGAIN).

IN ALL CASES RELATING TO PROVIDING YOU THE SERVICES, NAVIGATOR (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE OR THAT IS DUE TO EVENTS OUTSIDE OF OUR REASONABLE CONTROL, SUCH AS WARS, CRIMINAL ACTIVITIES, STORMS, DELAYS (INCLUDING, BUT NOT LIMITED TO, DELAYS SHIPPING THE PRODUCTS, OR FAILURES OR DELAYS OF COMMON CARRIERS), PUBLIC HEALTH EMERGENCY, NATURAL DISASTERS, ACTS OF GOVERNMENT, SUPPLY INTERRUPTIONS, OR TELECOMMUNICATION OR INTERNET FAILURES.

12. Business/Employer Uses of our Services

If you are using our Services on behalf of a business or employer, you are accepting these Terms on their behalf, and that business or employer agrees to be bound by these Terms.

13. Indemnification

You hereby agree to indemnify, defend, and hold harmless Navigator**,** its affiliated companies, and its and their predecessors, successors, and assigns, and its and their respective directors, officers, employees, agents, representatives, partners, and contractors from and against all claims, losses, expenses, damages and costs (including, but not limited to, reasonable attorneys' fees), resulting from or arising out of your actual or alleged breach of these Terms, any Content you provide through the Services, your use or misuse of the Services, or your participation in any Experience. However, you will not be responsible for claims, damages, and costs which are found by a court of competent jurisdiction to have arisen solely from our violation of applicable law.

14. About these Terms

We may modify these Terms or any additional terms that apply to a Service for any reason, for example, to reflect changes to the law or changes to our Services. You should look at the Terms regularly and the "Last Updated" date at the beginning of these Terms. We'll use reasonable efforts to give you notice of these modifications, such as posting notice of modifications to these Terms on this web page, through the Services, or via email. By continuing to use the Services after we make these modifications, you agree that you will be subject to the modified Terms. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these Terms and any additional terms for a Service, the additional terms will control for that conflict.

These Terms control the relationship between Navigator and you. They do not create any third-party beneficiary rights. If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of the United States and the State of Delaware, excluding Delaware's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or the Services.

You may not assign or delegate your rights or obligations relating to these terms or your account for the Services without our prior written consent. We may assign these Terms or assign or delegate any of our rights or obligations at any time.

15. Dispute Resolution (including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH INDIVIDUAL ARBITRATION. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND DISCOVERY IS MORE LIMITED. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION IN ARBITRATION OR LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Without limiting your waiver and release in Section 10, you acknowledge and agree that any violation of these Terms relating to the disclosure, use, copying, distribution, display, or publishing of the information and/or Content on the Services and/or their associated offerings may result in irreparable injury and damage to Navigator that may not be adequately compensable in money damages, and for which Navigator will have no adequate remedy at law. You, therefore, consent and agree that Navigator may obtain injunctions, orders, or other equitable relief as may be reasonably necessary to ensure compliance with these Terms. You waive any requirement of the posting of a bond that may apply for issuance of any injunctions, orders, or other equitable relief.

This Dispute Resolution (including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver) section will survive any termination of these Terms.

15.1. Arbitration Agreement

a. Binding Arbitration. This provision is intended to be interpreted broadly. Any dispute or claim arising out of or relating to these Terms, your use of the Services, the Privacy Policy, or your relationship with Navigator or any past, present, or future claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Dispute"), will be resolved through binding individual arbitration, except that either of us may take a Dispute to small claims court so long as it is not removed or appealed to a court of general jurisdiction. Any disagreement as to whether a Dispute is within the jurisdictional limits of small claims court is for a court to decide and any arbitration shall be stayed. "Dispute" shall include, but not be limited to: (i) any dispute or claim that arose before the existence of these or any prior Terms (including, but not limited to, claims relating to advertising); (ii) any dispute or claim that is currently the subject of purported class action litigation in which you are not a member of a certified class; and (iii) any dispute or claim that may arise after termination of these Terms. Dispute, however, does not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets and claims of piracy or unauthorized use of intellectual property. The arbitrator shall decide all issues except the following (which are for a court of competent jurisdiction to decide): (i) issues that are reserved for a court in these Terms; (ii) issues that relate to the scope, validity, and enforceability of the arbitration agreement, class action waiver, or any of the provisions of this Dispute Resolution section; and (iii) issues that relate to the arbitrability of any Dispute. These Terms and this arbitration agreement do not prevent you from bringing a Dispute to the attention of any government agency. You or Navigator may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect rights or property pending the completion of arbitration. You and we agree that these Terms evidence a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, et seq and federal arbitration law, not state arbitration law.

b. Mandatory Informal Dispute Resolution Process. You and we agree to work together in an effort to informally resolve any Dispute between us. The party initiating the Dispute must send the other a written notice of the Dispute that includes all of this information: (i) information sufficient to identify any transaction, activity, and account at issue; (ii) contact information (including name, address, telephone number, and email address); and (iii) a detailed description of the nature and basis of the Dispute (including the date of any transaction or activity at issue) and the relief sought, including a calculation for it. The notice must be personally signed by the party initiating the Dispute (and their counsel, if represented). If you have a Dispute with us, you must send this notice via email to info@asknavigator.ai. If we have a Dispute with you, we will send this notice to the most recent contact information we have for you. For a period of 60 days from receipt of a completed notice (which can be extended by agreement of the parties), you and we agree to negotiate in good faith in an effort to informally resolve the Dispute. The party receiving the notice may request a telephone settlement conference to aid in the resolution of the Dispute. If such a conference is requested, you and a Navigator representative will personally attend (with counsel, if represented). The conference will be scheduled for a mutually convenient time, which may be outside of the 60-day period. Completion of this Mandatory Informal Dispute Resolution Process ("Process") is a condition precedent to initiating a claim in arbitration. If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with this Process in arbitration. All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a

completed notice through the conclusion of this Process. You or we may commence arbitration if the Dispute is not resolved through this Process.

c. Arbitration Procedures. The arbitration shall be administered by National Arbitration and Mediation ("NAM") and heard by a single, neutral arbitrator. Except as modified by these Terms, NAM shall administer the arbitration in accordance with their rules applicable to the nature of the Dispute, including the Comprehensive Dispute Resolution Rules and Procedures and/or the Supplemental Rules for Mass Arbitration Filings, as applicable ("NAM Rules"). The NAM Rules and fee information are available at "www.namadr.com." If NAM is unable or unwilling to administer the arbitration consistent with these Terms, the parties shall agree on an alternate administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an alternate administrator that will do so.

The party seeking to initiate arbitration must provide the other party with the demand for arbitration as specified in the NAM Rules and this Section 15. You may obtain a form to initiate arbitration at "https://www.namadr.com/content/uploads/2020/09/Comprehensive-Demand-for-Arb-revised-9.18.19.pdf" or by contacting NAM. If you are initiating arbitration, you shall serve the demand on Navigator via email at info@asknavigator.ai. If Navigator is initiating arbitration, Navigator shall serve the arbitration demand via email at the contact information Navigator has on file for you.

An arbitration demand must be accompanied by a certification of compliance with the Process and be personally signed by the party initiating arbitration (and counsel, if represented). By submitting an arbitration demand, the party and counsel represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. You may choose to have the arbitration conducted by a phone, video, or in-person hearing, or through written submissions, except any Dispute seeking $25,000 or more, or injunctive relief, shall have an in-person or video hearing unless the parties agree otherwise. You and we reserve the right to request a hearing in any matter from the arbitrator. You and a Navigator representative will personally appear at any hearing (with counsel, if represented). Unless you and Navigator agree otherwise, any arbitration hearing will take place in Wilmington, DE. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the fullest extent allowable by applicable law, you and we agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless both you and we agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. An arbitrator will apply these Terms as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such a claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated.

The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent

jurisdiction, except an award that has been satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding in which you are not a named party.

d. Costs of Arbitration. Payment of arbitration fees will be governed by the NAM Rules and fee schedule. You and we agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. You and we therefore agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

e. Additional Procedures for Mass Filings. You and we agree that these Additional Procedures for Mass Filings (in addition to the other provisions of this arbitration agreement) shall apply if you choose to participate in a Mass Filing. If 25 or more similar Disputes (including yours) are asserted against Navigator by the same or coordinated counsel or are otherwise coordinated ("Mass Filing"), you understand and agree that the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and NAM's resources.

If your claim is part of a Mass Filing, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to NAM until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

STAGE ONE: If at least 50 Disputes are submitted as part of the Mass Filing, counsel for the claimants and counsel for Navigator shall each select 25 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 50 Disputes, all shall proceed individually in Stage One). Each of the 50 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One), and Navigator shall pay the mediator's fee.

STAGE TWO: If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for Navigator shall each select 50 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage Two). No more than three cases may be assigned to a single arbitrator to proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and Navigator shall pay the mediator's fee.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is neither settled nor not withdrawn shall be immediately opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Filings, including the power to enjoin the filing or prosecution of arbitrations.

You and Navigator agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and Navigator acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Additional Procedures for Mass Filings has been reasonably designed to result in an efficient and fair adjudication of Disputes.

The Additional Procedures for Mass Filings provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Multiple Case Filings apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

f. Future Changes to Arbitration Agreement. If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to: info@asknavigator.ai within 30 days of the change. Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and Navigator in accordance with this version of the arbitration agreement.

15.2. Class Action Waiver and Jury Trial Waiver

a. YOU AND WE EACH AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. YOU AND WE AGREE TO WAIVE ANY RIGHT TO BRING OR TO PARTICIPATE IN SUCH AN ACTION IN ARBITRATION OR IN COURT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, YOU AND WE RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL. THIS CLASS ACTION AND JURY TRIAL WAIVER WILL SURVIVE ANY TERMINATION OF THESE TERMS OF SERVICE.