



Terms of Service

Last Updated: June 22, 2026

Welcome to Lattispec!

These Terms of Service (“**Agreement**”) describe the terms and conditions under which MVI Marketing, LLC dba Lattispec (“**Lattispec**,” “**we**,” “**us**,” or “**our**”) provides access to and use of its online marketplace, including the website, applications, tools, and features (collectively, the “**Platform**”).

The Platform is designed to enable businesses to list, discover, and engage in transactions involving technology-grade grown diamonds, including diamond materials, equipment, component parts, and related services. Users may act as suppliers of such products or services (each, a “**Seller**”) or as purchasers (each, a “**Buyer**”). A user may act as both a Seller and a Buyer, and references in this Agreement to Seller or Buyer describe the role a user is acting in with respect to a particular Transaction.

To participate on the Platform as a Seller, a user must be approved by Lattispec and enter into a separate Marketplace Seller Agreement with Lattispec. Sellers are subject to both this Agreement and the Marketplace Seller Agreement.

The Platform facilitates the creation and submission of transaction records (each, an “**Order Form**”) that identify the parties and set out key commercial terms of a transaction. A “**Transaction**” means any agreement, sale, purchase, or other commercial arrangement between a Seller and a Buyer that arises from or relates to use of the Platform.

This Agreement governs your access to and use of the Platform and, to the extent applicable, Transactions between Buyers and Sellers. Transactions are governed by this Agreement, as supplemented by the applicable Order Form and, where applicable, any External Terms agreed directly between the parties, in each case subject to this Agreement.

1. Acceptance

Your access to and use of the Platform is conditioned on your acceptance of this Agreement. By accessing or using the Platform, you agree to this Agreement on your own behalf and on behalf of any entity you represent. If you do not agree to this Agreement, you must not access or use the Platform. You represent and warrant that you have the authority to bind any entity on whose behalf you use the Platform and that your use of the Platform will comply with this Agreement and all applicable laws. By using the Platform, you also agree to the terms of our Privacy Policy.

Lattispec may require users to review and accept additional disclosures, acknowledgments, certifications, consents, click-through terms, workflow confirmations, or operational requirements in connection with specific Platform features, Transactions, Listings, Promotional Services, Facilitated Services, or other activities (“**Platform Acknowledgments**”). Such Platform Acknowledgments are incorporated into and form part of this Agreement.

2. Updates to this Agreement

We may modify this Agreement at any time by posting an updated version on the Platform. If we make material changes, we may notify users through the Platform or by email. You are responsible for reviewing this Agreement periodically. Your continued use of the Platform after any update constitutes your acceptance of the updated Agreement. If you do not agree to the updated Agreement, you must stop using the Platform.

3. Eligibility

You may only use the Platform if you comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. You must be at least 18 to create an account on the Platform. If you are under 18 years of age, you are not permitted to use the Platform. The Platform may not be available to users who have been removed from the Platform by us.

4. Our Platform

The Platform is an online business-to-business marketplace that enables Sellers and Buyers to connect, communicate, and enter into Transactions involving technology-grade grown diamonds, materials, equipment, component parts, and related services. Sellers may create and maintain listings for Products offered through the Platform ("**Listings**"). Listings may include descriptions, availability, pricing, images, Specifications, and other information relating to Products. Buyers may use the Platform to discover and evaluate Sellers, Listings, Products, and services, communicate with Sellers, and submit or review Order Forms relating to Transactions.

Listings and Order Forms may relate to any products, services, materials, components, equipment, or other items offered or provided in connection with a Transaction (collectively, "**Products**"). Listings and Order Forms may include technical, commercial, performance, or other requirements relating to the applicable products or services (collectively, "**Specifications**").

5. Platform Disclaimers

LattiSpec provides the Platform as a technology service to facilitate connections and Transactions between Sellers and Buyers. LattiSpec is not a party to any Transaction between a Seller and a Buyer and does not manufacture, sell, test, or certify any products or services offered through the Platform. LattiSpec does not control, direct, or supervise any Seller, Buyer, or Transaction. Sellers are solely responsible for their listings, representations, and performance under any Transaction. Buyers are solely responsible for evaluating Sellers and determining whether to enter into any Transaction. Specifically, you acknowledge the following Platform disclaimers:

- **No Involvement in Transactions.** LattiSpec is not a party to any Transaction between a Seller and a Buyer and does not participate in the negotiation, formation, or performance of any Transaction.
- **No Control Over Sellers or Buyers.** LattiSpec does not control, direct, or supervise any Seller, Buyer, or Transaction. Each Seller and Buyer acts independently and is solely responsible for its actions, representations, and obligations.
- **No Verification of Listings or Specifications.** LattiSpec does not review, verify, or validate any listings, Order Forms, or Specifications. All Specifications are provided by the applicable Seller or agreed between Seller and Buyer.
- **No Guarantee of Products or Services.** LattiSpec does not manufacture, sell, test, certify, or endorse any products or services offered through the Platform and does not guarantee their quality, safety, legality, or suitability for any purpose.
- **No Guarantee of Performance or Outcomes.** LattiSpec does not guarantee that any Transaction will be completed or that any products or services will meet applicable Specifications or expectations.
- **Buyer Responsibility.** Buyers are solely responsible for evaluating Sellers, products, services, and Specifications, including determining whether they meet the Buyer's requirements.
- **Seller Responsibility.** Sellers are solely responsible for the accuracy and completeness of their listings, Order Forms, and Specifications, and for performing any obligations under a Transaction.
- **No Endorsement.** Any ratings, reviews, or other information made available through the Platform are provided by users and do not constitute endorsements by LattiSpec.
- **Platform Availability.** LattiSpec does not guarantee that the Platform will be available at all times or without interruption. Access to the Platform may be limited, suspended, or unavailable due to maintenance, updates, technical issues, or other factors. LattiSpec may modify, suspend, discontinue, or change any Platform feature, related services, membership benefits, pricing structures, or functionality at any time.
- **Use of Platform at Your Own Risk.** Your use of the Platform and participation in any Transaction is at your own risk.

6. Transactions

Transactions may be structured in one of the following ways:

- A "**Platform Transaction**" is a Transaction documented through an Order Form and governed by this Agreement, as supplemented or modified by the applicable Order Form. Payments relating to Platform Transactions may be processed through the Platform or through LattiSpec's designated Payment Processor.
- An "**External Transaction**" is a Transaction documented through an Order Form but governed, in whole or in part, by External Terms agreed directly between the applicable Seller and Buyer and/or for which some or all payments are processed outside of the Platform.

Regardless of whether a Transaction is a Platform Transaction or an External Transaction, all Transactions arising from your use of the Platform remain subject to this Agreement.

7. Restricted Transactions

Any Transaction that does not comply with applicable laws or the requirements of this Agreement, including all reporting and non-circumvention obligations, is considered a “**Restricted Transaction**.” An External Transaction will not be considered a Restricted Transaction solely because the parties elect to use their own terms or process payment outside of the Platform, provided that the Transaction is documented through an Order Form and otherwise complies with this Agreement.

LattiSpec may, in its discretion, determine that a Transaction constitutes a Restricted Transaction. If LattiSpec determines that a Seller or Buyer has engaged in, attempted to engage in, or facilitated a Restricted Transaction or otherwise violated this Agreement, LattiSpec may, without limitation:

- suspend or terminate such user’s access to or use of the Platform;
- restrict the user’s ability to participate in Transactions; and
- take any other action permitted under this Agreement or applicable law.

LattiSpec will consider the facts and circumstances in determining whether a Transaction constitutes a Restricted Transaction, including whether the parties acted in good faith to comply with this Agreement.

8. Access to the Platform

To access and use certain features and functions of the Platform, you must create an account and provide accurate, complete, and current information. You are responsible for maintaining and updating your account information. You are responsible for all activity that occurs under your account and for maintaining the confidentiality and security of your login credentials. You must not share your account or allow any third party to access the Platform using your account. You agree to notify LattiSpec promptly of any unauthorized use of your account, compromise of your Credentials, suspected fraud, misuse of the Platform, or any other actual or suspected security breach relating to your account or use of the Platform.

When you create an account on the Platform, you will establish one or more methods of authentication to access your account (collectively, “**Credentials**”). These may include login credentials, authentication links, or access through supported third-party authentication providers, each subject to their applicable terms. Your account is personal to you and may not be transferred, sold, or shared with any third party. You are responsible for maintaining the confidentiality and security of your Credentials and for all activity that occurs under your account. You must promptly notify LattiSpec of any unauthorized use of your account or Credentials or any other actual or suspected security breach and take reasonable steps to prevent further unauthorized access or use. LattiSpec is not responsible for any loss or damage arising from your failure to safeguard your Credentials, secure your systems, or comply with this section.

LattiSpec may take any action it reasonably determines necessary to protect the Platform, its users, Transactions, User Content, systems, or data from fraud, abuse, unauthorized access, security threats, malicious activity, corruption, interference, or other harmful conduct. Without limitation, LattiSpec may suspend or terminate accounts, restrict access to Listings, Transactions, or User Content, remove or disable content, delay or block Transactions, require additional verification or documentation, reset account credentials, restrict account permissions, or cooperate with law enforcement or regulatory authorities.

LattiSpec may approve, deny, suspend, or revoke access to the Platform or any portion of the Platform, at any time, at its discretion, including if:

- you provide inaccurate or incomplete information;
- you fail to comply with this Agreement or any applicable law;
- you engage in or attempt to engage in a Restricted Transaction;
- your account or use of the Platform creates actual or suspected security, legal, operational, or reputational risk for LattiSpec or other users; or
- LattiSpec reasonably believes your account has been compromised or involved in fraudulent, deceptive, abusive, or unauthorized activity.

LattiSpec does not guarantee that the Platform will be secure or free from unauthorized access, malicious activity, data breaches, or other security incidents and is not responsible for the acts or omissions of any user, third party, or unauthorized actor. Your right to access and use the Platform is non-exclusive, non-transferable, non-sublicensable, and revocable. You may use the Platform only for your internal business purposes and in accordance with this Agreement.

9. Buyer Responsibilities

You are responsible for your decisions to engage with any Seller and to enter into any Transaction. You represent and warrant that you have the authority to enter into each Transaction and to bind the business to the terms of any Order Form and related agreements. You are solely responsible for evaluating Sellers, Listings, and Specifications, including determining whether the Product meets your requirements. You should conduct any independent diligence, testing, or verification that you consider appropriate before entering into a Transaction. You are responsible for reviewing each Order Form and ensuring that it accurately reflects the agreed terms of the Transaction, including the Products, pricing, timelines, and Specifications. You must not rely on the Platform to verify any Listing, Seller, or Specification. LattiSpec does not review, validate, or certify any Listings, Sellers, or Specifications.

You are responsible for complying with all applicable laws, regulations, and industry requirements in connection with any Transaction, including any requirements relating to the use, import, export, or resale of any Products. You are responsible for fulfilling your obligations under any Transaction, including making payments in accordance with its terms. You must not engage in any conduct that violates this Agreement, including entering into or facilitating any Restricted Transaction.

LattiSpec may suspend or restrict your access to the Platform or your ability to participate in Transactions if you fail to comply with this Agreement.

10. Listings and Communications

Buyers and Sellers may use the Platform to discover Listings, communicate with one another, and discuss potential Transactions, including Products, pricing, timelines, and Specifications.

Initial communications relating to a Listing, Seller, Buyer, or potential Transaction must occur through the Platform. Users may not access or use Listings, profiles, storefronts, communications, contact information, or other information made available through the Platform for the purpose of identifying, soliciting, contacting, or conducting business with another user outside of the Platform in a manner that avoids the requirements of this Agreement, including the submission of Order Forms, reporting of Transactions, or payment of applicable fees. Nothing in this Agreement prohibits Buyers and Sellers from communicating outside of the Platform after an initial introduction through the Platform, provided that any resulting Transaction remains subject to this Agreement.

LattiSpec may monitor, review, retain, and use communications conducted through the Platform as reasonably necessary to operate the Platform, enforce this Agreement, investigate violations, protect users, and maintain marketplace integrity.

11. Order Form Submission

All Transactions arising from or relating to the use of the Platform must be documented through an Order Form submitted through the Platform. Following agreement on the terms of a Transaction, Seller must create and submit an Order Form through the Platform. The Order Form must accurately reflect the agreed terms of the Transaction. Each Order Form must include, as applicable:

- the Products;
- pricing and total Transaction value;
- timelines and other commercial terms;
- Specifications;
- whether payment will be processed through the Platform or outside of the Platform; and
- whether the Transaction is governed by External Terms (defined below).

The parties are responsible for ensuring that each Order Form is complete and accurate.

A Transaction is not binding through the Platform unless and until the Order Form is accepted by Buyer through the Platform. Buyer may accept or reject any Order Form in its discretion. Upon acceptance of an Order Form, Buyer and Seller agree to proceed with the Transaction in accordance with the terms specified in the Order Form and any governing terms. Any terms included in an Order Form are subject to this Agreement. The Order Form may not modify, waive, or limit any rights of LattiSpec or any provisions of this Agreement. LattiSpec may disregard any Order Form provision that conflicts with this Agreement for purposes of administering the Platform. Order Forms may specify and modify certain commercial and transaction-specific terms between Buyer and Seller, including:

- delivery terms, including method, timing, location, and applicable Incoterms® rules;
- allocation of shipping costs, insurance, duties, and taxes;

- inspection periods and acceptance criteria;
- product warranties, disclaimers, and limitations of liability as between Buyer and Seller;
- refund, return, and cancellation terms;
- remedies for non-performance or non-conformance;
- governing law and dispute resolution procedures as between Buyer and Seller; and
- other commercial terms agreed between the parties.

Each Order Form supplements this Agreement and sets forth the specific terms of the Transaction. If the parties elect to use External Terms, those terms will govern the Transaction between Buyer and Seller, subject in all cases to this Agreement.

12. External Terms

Buyers and Sellers may agree to additional or separate terms governing a Transaction (“**External Terms**”). External Terms are solely between Buyer and Seller, and LattiSpec is not a party to any External Terms. External Terms may govern the commercial relationship between Buyer and Seller, including Specifications, delivery, warranties, and payment terms, but only to the extent consistent with this Agreement. External Terms may not:

- modify, waive, or limit any rights of LattiSpec under this Agreement;
- modify, reduce, or avoid any fees;
- alter the requirement to submit an Order Form through the Platform;
- impose any obligations or liabilities on LattiSpec; or
- conflict with any provisions of this Agreement, including those relating to payment, non-circumvention, dispute limitations, or use of the Platform.

Any provision of External Terms that conflicts with this Agreement will be void and of no effect as to LattiSpec. LattiSpec may, in its discretion, disregard, decline to enforce, or refuse to recognize any External Terms, in whole or in part, that it determines are inconsistent with this Agreement or otherwise impair the operation of the Platform or LattiSpec’s rights. LattiSpec’s determination will govern for the purposes of administering the Platform.

Buyers and Sellers remain responsible for ensuring that any External Terms comply with this Agreement. Use of External Terms does not relieve either party of its obligations under this Agreement.

13. Order Form Cancellation

A Seller may modify or cancel an Order Form at any time before it is accepted by a Buyer through the Platform. Once an Order Form has been accepted by a Buyer, the Transaction may not be canceled by Seller except as expressly permitted under this Agreement or by mutual written agreement between Buyer and Seller.

For Transactions not governed by External Terms, a Buyer may cancel an accepted Order Form within 12 hours after acceptance, or until the Product is shipped, whichever occurs first. After this period, Buyer may not cancel the Transaction without Seller’s consent. For Transactions governed by External Terms, cancellation rights will be determined solely by the External Terms. If a Buyer cancels or fails to complete accepted Transactions repeatedly or in a manner that violates this Agreement, LattiSpec may limit that user’s access to the Platform or ability to participate in Transactions.

LattiSpec may, in its discretion, cancel or remove any Order Form, suspend or restrict participation in any Transaction, or take any other action necessary to enforce this Agreement or protect the Platform or its users. LattiSpec is not responsible for any losses arising from the cancellation of an Order Form or Transaction.

14. Product Delivery

The applicable Order Form and any applicable External Terms will govern the delivery of Products, including the delivery method, delivery location, timelines, shipment requirements, insurance requirements, allocation of costs, allocation of risk, and other delivery-related responsibilities of Buyer and Seller.

Seller is responsible for complying with applicable laws and regulations relating to the shipment, export, import, transportation, handling, and delivery of Products, including any applicable export controls, trade restrictions, sanctions, customs requirements, and transportation requirements.

LattiSpec does not arrange, control, transport, store, insure, inspect, or participate in the shipment or delivery of any Products and is not responsible for any loss, damage, delay, defect, non-delivery, or other issue relating to the shipment, transportation,

handling, or delivery of Products, including the acts or omissions of any carrier, freight forwarder, customs broker, logistics provider, Buyer, or Seller.

15. Transaction Review and Acceptance

The applicable Order Form and any applicable External Terms will govern the inspection, review, testing, acceptance, rejection, correction, replacement, reperformance, refund, and other remedies relating to Products and Transactions. Buyer and Seller are solely responsible for determining whether Products conform to the applicable requirements and for resolving any disputes relating to the quality, performance, conformity, delivery, acceptance, rejection, correction, replacement, refund, or other aspects of a Transaction. LattiSpec does not determine whether Products conform to Specifications, does not enforce acceptance obligations, and is not responsible for resolving disputes between Buyers and Sellers relating to a Transaction.

16. Transaction Fees and Payment

The terms of payment for each Transaction, including the amount, timing, and method of payment, will be specified in the Order Form or governed by External Terms. Buyer is responsible for making all payments required under a Transaction in accordance with the Order Form or External Terms. Except as expressly provided in the governing terms of the Transaction, Buyer may not withhold, delay, or offset payment obligations.

If payment is processed through the Platform, it will be made in accordance with the payment processing terms available on the Platform. If payment is processed outside the Platform, Buyer and Seller are solely responsible for coordinating payment directly, subject to this Agreement and any other applicable Transaction agreements.

If Buyer fails to make any payment when due under an Order Form or External Terms, Seller may exercise any rights or remedies available under the governing terms of the Transaction, including suspending performance to the extent permitted under such terms. LattiSpec is not responsible for enforcing payment obligations between Buyers and Sellers and does not guarantee payment by any Buyer or performance by any Seller. Notwithstanding the foregoing, LattiSpec may, in its discretion, suspend or limit Buyer's access to the Platform, restrict Buyer's ability to participate in Transactions, or take other actions to enforce this Agreement.

Buyer remains responsible for all amounts owed under any Transaction, regardless of any suspension or limitation of access to the Platform. LattiSpec does not act as a payment processor, escrow agent, or financial intermediary with respect to any Transaction, unless expressly stated otherwise.

17. Refunds and Adjustments

Except as expressly provided in the applicable Order Form or External Terms, all payments made in connection with a Transaction are non-refundable. If a Transaction is rejected and remains non-compliant after any permitted reperformance, the Buyer and Seller are responsible for resolving any refund, credit, or adjustment directly between themselves in accordance with the applicable Order Form or External Terms. Unless otherwise specified in the Order Form or External Terms: (i) Seller will not be required to issue a refund for any portion of a Transaction that has been performed in accordance with the applicable requirements; and (ii) Buyer will remain responsible for payment for any Products or services that have been accepted, whether expressly or by operation of this Agreement.

LattiSpec is not responsible for issuing refunds, processing credits, or resolving payment disputes between Buyers and Sellers and does not guarantee the recovery of any amounts paid in connection with a Transaction. For Transactions processed through the Platform, any refunds or adjustments will be subject to the terms of the applicable Payment Processor and may be limited by its policies and capabilities.

18. Payment Processing

Payments made through the Platform may be processed through a third-party payment processor (such as Stripe) (the "**Payment Processor**"). LattiSpec does not access or store full financial account information, such as complete credit card or bank account numbers. LattiSpec may, in its discretion, limit the amount or types of Transactions that may be processed through the Platform, either generally or on a Transaction-specific basis. In addition, the Payment Processor may impose its own limitations on transaction amounts, payment methods, or types of Transactions beyond LattiSpec's control.

By using the Platform, you agree to the Payment Processor's terms and policies. LattiSpec is not responsible for the performance, errors, availability, or security of any Payment Processor and is not responsible for resolving disputes between

you and any Payment Processor. LattiSpec may share information as necessary to facilitate payment processing and may change Payment Processors at any time.

19. Taxes

Unless otherwise specified in an Order Form or External Terms, all amounts payable in connection with a Transaction are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, without limitation, sales, use, value-added, excise, customs, import/export, withholding, or other taxes imposed by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**").

LattiSpec does not calculate, collect, or remit Taxes on behalf of any Buyer or Seller and is not responsible for determining the tax treatment of any Transaction. Seller is solely responsible for determining, calculating, collecting (if applicable), reporting, and remitting all Taxes associated with a Transaction, including any Taxes applicable to the sale, transfer, delivery, or use of Products. Seller must include any Taxes in the Order Form or otherwise address such Taxes in the External Terms with Buyer. Seller is also responsible for determining the applicability of any tax exemptions, including wholesale, resale, non-profit, or other exemptions, and for obtaining, validating, and maintaining any required exemption certificates or other documentation.

For Transactions processed through the Platform or through LattiSpec's Payment Processor, LattiSpec or its Payment Processor may, in its discretion, use automated tax calculation, collection, invoicing, or remittance tools or services (including services provided by third parties, such as Stripe Tax) to estimate, calculate, collect, or remit certain Taxes in connection with Transactions. Any such calculations, collections, or remittances are provided for convenience only and may rely on information provided by Buyers or Sellers. LattiSpec does not represent or warrant the accuracy, completeness, or correctness of any such tax determinations, calculations, categorizations, rates, exemptions, or remittances. Seller remains solely responsible for determining the proper tax treatment of each Transaction and for ensuring compliance with all applicable tax laws and obligations.

LattiSpec has no responsibility for determining, calculating, collecting, reporting, or remitting Taxes for Transactions processed outside of the Platform, which remain solely the responsibility of the applicable Buyer and Seller.

Each party is responsible for its own taxes based on its income, profits, or employment status. LattiSpec is not responsible for any Taxes owed by Buyers or Sellers. If LattiSpec is required by applicable law to collect or remit any Taxes related to a Transaction (other than taxes based on its own net income), LattiSpec may charge or invoice Seller for such Taxes, and Seller agrees to promptly pay such amounts upon demand.

20. Platform Dispute Support

Disputes between Buyers and Sellers relating to any Transaction, including the scope, Specifications, performance, delivery, acceptance, or payment for Products, are solely the responsibility of the Buyer and Seller. Buyers and Sellers are expected to communicate directly and work in good faith to resolve any such disputes. LattiSpec is not a party to any Transaction and does not control, direct, or assume responsibility for the conduct of Buyers or Sellers or the outcome of any Transaction. LattiSpec has no obligation to review, resolve, or participate in any dispute between Buyers and Sellers and may decline to do so at any time. Notwithstanding the foregoing, LattiSpec may provide support to assist Sellers and Buyers in resolving disputes relating to a Transaction, including disputes regarding scope, specifications, performance, delivery, or payment.

Dispute support may include facilitating communications between the parties, reviewing the Order Form and information submitted through the Platform, and making determinations for the purpose of administering the Platform in LattiSpec's discretion. Except as expressly provided, all disputes remain the responsibility of the Seller and Buyer. LattiSpec may suspend or restrict access to the Platform in connection with a dispute or related conduct.

21. Non-Circumvention

Sellers and Buyers agree not to, directly or indirectly, take any action to circumvent the Platform or avoid payment of any applicable fees, including by engaging in Transactions outside of the Platform that arise from, relate to, or are materially facilitated by use of the Platform, Promotional Services, Facilitated Services, Listings, marketing efforts, marketplace exposure, introductions, sourcing activities, communications, or other services provided by LattiSpec.

A Transaction will be deemed to arise from or relate to use of the Platform if the Platform, Promotional Services, Facilitated Services, or any activities of LattiSpec contributed to, facilitated, influenced, supported, promoted, or enabled the Transaction or the relationship between Buyer and Seller, including where:

- Buyer or Seller became aware of the other party through the Platform;
- the parties communicated through or because of the Platform;

- a Listing, Product, promotional effort, marketplace activity, or introduction generated interest, engagement, discussions, or negotiations;
- LattiSpec or its Partners facilitated communications, sourcing, outreach, relationship development, or Transaction coordination; or
- the Platform otherwise materially contributed to the opportunity, relationship, negotiations, or Transaction, including where the Platform or related services contributed to re-engagement between parties with a prior or existing relationship.

This restriction applies during the period in which the applicable users maintain accounts on the Platform and for 36 months following their last interaction on the Platform.

Without limiting the foregoing, Sellers and Buyers must not avoid submission of Order Forms, move communications or Transactions outside of the Platform, misrepresent Transaction terms or value, conceal Transactions or related payments, structure Transactions to reduce Platform fees, or otherwise attempt to avoid obligations under this Agreement.

If a Buyer and Seller engage in, or intend to engage in, a Transaction outside of the Platform, they must: (i) submit an Order Form through the Platform reflecting the terms of the Transaction; and (ii) comply with all requirements under this Agreement, including payment of any applicable Platform fees. LattiSpec's prior written consent is required for any engagement that would otherwise violate this section. Such consent may be granted or withheld in LattiSpec's discretion and may be conditioned on the payment of fees or other requirements.

If LattiSpec determines that any party has engaged in conduct that violates this section, LattiSpec may, in addition to any other rights or remedies available under this Agreement or at law, enforce payment obligations, apply adjusted fees or fee tiers, assess additional fees, interest, costs, or liquidated damages, enforce such obligations against any complicit Buyer, and/or suspend or terminate access to the Platform.

The parties acknowledge that damages resulting from a violation of this section may be difficult to determine and that the remedies described in this section are a reasonable estimate of the losses that would be incurred by LattiSpec and are not intended as a penalty.

22. Transaction Certifications

LattiSpec may contact Buyers and Sellers from time to time to verify Transactions, confirm compliance with this Agreement, administer the Platform, or otherwise support marketplace operations. LattiSpec may require Buyers or Sellers to provide a written certification confirming the status and terms of a Transaction (a "**Transaction Certification**"), including the parties involved, Transaction value, payment timing and structure, amounts paid or received, and other information reasonably requested by LattiSpec.

LattiSpec may also request supporting documentation relating to a Transaction, including communications, invoices, purchase orders, payment records, or other information reasonably necessary to verify a Transaction Certification. Buyers and Sellers will ensure that all Transaction Certifications and supporting information provided to LattiSpec are accurate, complete, current, and not misleading.

If a Buyer or Seller fails to provide requested information or provides information that is inaccurate, incomplete, or misleading, LattiSpec may rely on reasonable assumptions in administering the Platform and enforcing this Agreement and may suspend, restrict, or terminate access to the Platform.

23. Promotional Services

LattiSpec may offer advertising, marketing, sponsored placement, enhanced visibility, lead generation, promotional campaigns, and other promotional services to Sellers and other users ("**Promotional Services**"). As a result, the visibility, placement, ranking, presentation, or prominence of Listings, Products, Sellers, advertisements, or other content on the Platform may be influenced by participation in Promotional Services or other commercial arrangements with LattiSpec.

The appearance, ranking, or prominence of any Listing, Product, Seller, or other content on the Platform does not constitute an endorsement, recommendation, certification, verification, or guarantee by LattiSpec. Buyers are responsible for independently evaluating Listings, Products, Sellers, and Transactions.

LattiSpec may modify, suspend, or discontinue Promotional Services at any time and retains discretion regarding the display, ranking, placement, and presentation of content on the Platform.

24. Facilitated Services

LattiSpec may offer optional concierge, sourcing, introduction, onboarding, and transaction facilitation services (“**Facilitated Services**”) through LattiSpec personnel or independent partners (“**LattiSpec Partners**”). “**LattiSpec Partners**” refers solely to independent service providers, consultants, or marketplace participants that may assist in providing Facilitated Services and does not imply a legal partnership, joint venture, agency, fiduciary, employment, or similar relationship between LattiSpec and any such party. Facilitated Services may be subject to additional fees, as specified through the Platform or otherwise at the time of signing up for or purchasing the Facilitated Services. Such fees may include flat fees, sourcing fees, introduction fees, success-based fees, recurring fees, percentage-based fees, or other fee structures determined by LattiSpec and agreed to by you at the time of signing up for or purchasing the Facilitated Services.

When requesting Facilitated Services, a Buyer may be required to submit information regarding the products, specifications, quantities, timing, sourcing requirements, commercial objectives, or other details relating to the Buyer’s request (“**Buyer Request**”). Buyer represents and warrants that all Buyer Request information is accurate, complete, and not misleading. Based on the Buyer Request, LattiSpec or a LattiSpec Partner may assist in identifying potential Sellers, Products, Listings, or Transaction opportunities that may satisfy the Buyer’s request. Such assistance may include facilitating introductions, coordinating communications, identifying potentially relevant Listings or Sellers, assisting with onboarding or Transaction coordination, or other marketplace support services.

Facilitated Services may involve Sellers, Buyers, Products, or opportunities that are not publicly listed or otherwise broadly available through the Platform. LattiSpec and its Partners may leverage marketplace experience, industry knowledge, business relationships, and familiarity with Sellers and Products in providing Facilitated Services. Any introductions, prioritization, sourcing assistance, or other Facilitated Services are provided in LattiSpec’s discretion and may be influenced by Seller availability, Transaction history, commercial relationships, or other business considerations determined by LattiSpec or LattiSpec Partners.

Facilitated Services are discretionary, non-exclusive, and subject to availability. LattiSpec does not guarantee that any Buyer Request will result in introductions, Listings, Products, Transactions, pricing advantages, or other commercial opportunities. By using the Facilitated Services, you acknowledge and agree that:

- LattiSpec and LattiSpec Partners do not act as brokers, agents, fiduciaries, investment advisers, or representatives of any party;
- LattiSpec does not independently verify Products, Listings, Seller capabilities, or Buyer requirements;
- LattiSpec does not negotiate Transactions on behalf of users; and
- all Transactions are independently negotiated and entered into directly between Buyers and Sellers.

25. Third-Party Beneficiaries

Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement. LattiSpec is an intended third-party beneficiary of any Order Form and any External Terms solely to the extent necessary to enforce this Agreement, including provisions relating to Platform fees, non-circumvention, confidentiality, reporting obligations, and any provisions of such Order Form or External Terms that expressly benefit or reference LattiSpec. Except for the limited rights described in this section, LattiSpec is not a party to any Transaction, Order Form, or External Terms and does not assume any obligations or liabilities under them.

26. Platform Availability and Support

LattiSpec will use commercially reasonable efforts to make the Platform available on an ongoing basis but does not guarantee uninterrupted, secure, or error-free operation of the Platform. LattiSpec may modify, update, enhance, suspend, or discontinue any portion of the Platform at any time and may perform maintenance that temporarily affects availability. LattiSpec may provide technical support relating to access to and use of the Platform and may perform limited account or business verification activities. Any such verification is limited in scope and does not constitute a guarantee, certification, endorsement, or representation regarding any user. LattiSpec may also provide dispute support as described in this Agreement. LattiSpec may implement reasonable administrative, technical, and organizational measures designed to protect the security and integrity of the Platform but does not guarantee that the Platform will be free from unauthorized access, security incidents, errors, or vulnerabilities.

27. Relationship of the Parties

LattiSpec provides the Platform as a technology service that enables Buyers and Sellers to connect and engage in Transactions. LattiSpec is not a party to any Transaction and does not manufacture, sell, purchase, store, ship, deliver, inspect, certify, or take possession of any Products. Buyers and Sellers are independent parties and are not employees, agents, partners, representatives, or joint venturers of LattiSpec. Nothing in this Agreement creates any partnership, joint venture, agency, employment, fiduciary, or similar relationship between LattiSpec and any user. LattiSpec does not control, direct, or supervise any Buyer, Seller, Product, Listing, or Transaction and is not responsible for the performance, quality, safety, legality, or suitability of any Product or Transaction. LattiSpec does not provide legal, financial, technical, or other professional advice, and any content or information made available through the Platform is provided for informational purposes only.

28. Prohibited Conduct

In using the Platform, you must comply at all times with all applicable laws, including intellectual property, non-discrimination, privacy, export control, and data protection laws. You must not take any action that harms, interferes with, or violates the rights of any person or entity. Without limitation, you agree not to:

- access or use the Platform for any purpose other than its intended use as a marketplace and informational resource;
- use the Platform to distribute unsolicited communications, advertisements, or spam;
- harvest, collect, or store information about users or visitors without authorization;
- access or use the Platform in a manner that imposes an unreasonable or disproportionate load on the Platform or its infrastructure;
- reproduce, duplicate, copy, sell, rent, lease, resell, or exploit any portion of the Platform without LattiSpec's prior written consent;
- use the Platform in any manner that is unlawful, fraudulent, misleading, or deceptive;
- misrepresent your identity, business, authority, or affiliation with any person or entity;
- submit false, misleading, or incomplete information in connection with any account, Listing, Order Form, or Transaction;
- use the Platform in any way that infringes, misappropriates, or otherwise violates any intellectual property rights, privacy rights, publicity rights, or other rights of any person;
- modify, copy, or create derivative works based on the Platform or any content available through the Platform, except as expressly permitted under this Agreement;
- remove, alter, or obscure any copyright, trademark, or other proprietary notices;
- access, use, or disclose any Product Information or other non-public information obtained through the Platform for any purpose other than evaluating or participating in a Transaction;
- share or distribute Product Information without authorization from the Seller;
- use any robot, spider, scraper, data mining tool, or other automated means to access, extract, or index any portion of the Platform or its content;
- use the Platform or its content for benchmarking, competitive analysis, or public disclosure without prior consent;
- use the Platform to build, train, or improve any competing product, service, dataset, or model;
- disrupt, interfere with, or compromise the integrity, performance, or security of the Platform or any related systems, servers, or networks;
- upload or transmit any viruses, malware, or other harmful code;
- access or attempt to access non-public areas of the Platform without authorization;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform;
- interfere with or disrupt any other user's use of the Platform;
- circumvent or attempt to circumvent the Platform, including by arranging communications, Transactions, or payments outside of the Platform to avoid fees or obligations under this Agreement;
- use the Platform to engage in discriminatory, harmful, or abusive conduct; or
- violate any applicable export control, trade compliance, or sanctions laws in connection with the use of the Platform or any Transaction.

29. Compliance with Laws

You agree to comply with all applicable laws, regulations, and industry standards in connection with your use of the Platform and any Transaction, including laws relating to export control, import/export restrictions, sanctions, anti-corruption, anti-bribery, anti-money laundering, and trade compliance. Without limiting the foregoing, you represent and warrant that:

- you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive economic sanctions;
- you are not listed on, and are not owned or controlled by any person or entity listed on any applicable government restricted party list, including those maintained by the U.S. Department of the Treasury (OFAC), U.S. Department of Commerce, or similar authorities; and
- you will not use the Platform to engage in or facilitate any prohibited or Restricted Transaction under applicable law.

You are solely responsible for determining whether any Product, Product Information, Specifications, or Transaction is subject to export control laws or other trade restrictions and for obtaining any required licenses, approvals, or authorizations. To the extent applicable, you agree to comply with all laws, regulations, and industry standards relating to the sourcing, handling, sale, and distribution of diamonds or other regulated materials, including those relating to ethical sourcing, conflict-free requirements, and traceability. LattiSpec may suspend or terminate access to the Platform for any violation of this section or where necessary to comply with applicable law.

You agree not to, directly or indirectly, offer, give, promise, or authorize the giving of any money or anything of value to any person, including any government official or commercial counterparty, for the purpose of improperly influencing any act or decision or securing any improper advantage in connection with the Platform or any Transaction. You further agree to conduct all Transactions in a fair, lawful, and transparent manner and in compliance with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, to the extent applicable.

LattiSpec may suspend or terminate access to the Platform for any violation of this section or where necessary to comply with applicable law.

30. Product Information

Sellers may provide information, data, materials, or documentation relating to Products, including data sheets, specifications, drawings, images, reports, pricing information, or other technical or commercial materials (collectively, “**Product Information**”). The applicable Seller is solely responsible for its Product Information and for ensuring that such Product Information is accurate, complete, current, and not misleading. Sellers are responsible for obtaining all rights, licenses, consents, and permissions necessary to provide Product Information through the Platform. LattiSpec does not review, verify, or validate Product Information and does not represent or warrant the accuracy, completeness, legality, reliability, or suitability of any Product Information. Buyers are solely responsible for evaluating Product Information and determining whether a Product meets their requirements.

31. User Content

“**User Content**” means any content, data, or information that you submit to or through the Platform, including account information, communications, and other materials, but excluding Product Information. You are solely responsible for your User Content, including its accuracy, completeness, legality, and compliance with this Agreement. You represent and warrant that you have all necessary rights, licenses, and permissions to submit and use such User Content and to grant the rights described in this section. You may not upload, submit, transmit, or otherwise make available through the Platform any User Content that:

- infringes, misappropriates, or violates any intellectual property or proprietary rights of any third party;
- is false, misleading, or deceptive;
- violates any person’s privacy, publicity, or other rights;
- is unlawful or promotes unlawful activity;
- is harmful, abusive, harassing, threatening, defamatory, obscene, or otherwise objectionable;
- constitutes unsolicited or unauthorized advertising, promotional materials, spam, or other forms of solicitation;
- would reasonably be expected to create liability, cause harm, or violate any applicable law; or
- incites, promotes, or supports discrimination, hostility, or violence.

LattiSpec may suspend or terminate your access to the Platform for violations of this section, without notice and without liability.

LattiSpec may, but is not obligated to, review, monitor, or evaluate any User Content. LattiSpec may remove, restrict, or refuse to display any content that it determines, in its discretion, violates this Agreement or is otherwise objectionable.

You acknowledge that User Content may be visible to other users of the Platform and will be treated as non-confidential. LattiSpec does not agree to treat any User Content as confidential and is not responsible for maintaining the confidentiality of any information you submit through the Platform.

By submitting User Content, you grant LattiSpec a non-exclusive, worldwide, royalty-free license to host, store, reproduce, process, display, and use such User Content as necessary to operate, maintain, and improve the Platform and to provide the services described in this Agreement. LattiSpec may share User Content with other users as necessary to facilitate Transactions and related Platform functionality.

32. Suspension; Termination

You may terminate your account at any time by using the account deletion feature available through the Platform or by contacting LattiSpec at support@lattispec.com. LattiSpec may suspend or terminate your access to the Platform, in whole or in part, at any time, with or without notice, if:

- you violate this Agreement or any other applicable terms;
- you fail to comply with applicable laws;
- you fail to pay any amounts when due;
- you abuse any of the services made available through the Platform;
- you engage in any Restricted Transaction or conduct intended to circumvent the Platform; or
- LattiSpec reasonably determines that your use of the Platform may harm the Platform, other users, or any third party.

LattiSpec may also suspend or restrict access to specific features of the Platform, submit or accept Order Forms, or participate in Transactions, pending investigation or resolution of any issue. LattiSpec is not liable for any losses arising from suspension, restriction, or termination of your account or access to the Platform. LattiSpec's rights under this section are in addition to any other rights or remedies available under this Agreement or at law. Upon suspension or termination for any reason, your right to access and use the Platform will immediately cease. LattiSpec may remove or disable access to Listings, Order Forms, User Content, and other data associated with your account.

LattiSpec may, in its discretion, retain or delete any data associated with your account, including User Content and account information, subject to applicable law and the Privacy Policy. You are responsible for retaining copies of any data you wish to preserve prior to termination. LattiSpec may retain and disclose information as reasonably necessary to: (i) comply with applicable law or legal process; (ii) enforce this Agreement; (iii) investigate or address potential violations; or (iii) protect the rights, property, or safety of LattiSpec, its users, or others.

33. Reservation of Rights

We and our licensors retain all right, title, and interest in and to the Platform, including our website, software, content, features, functionality, trademarks, service marks, copyrights, trade secrets, and other intellectual property rights. Except for the limited rights expressly granted in these Terms, no rights are granted to you in or to the Platform. You do not acquire any ownership interest in the Platform or our intellectual property. You may not remove, alter, or obscure any proprietary notices, trademarks, logos, or other indicia of ownership appearing on or through the Platform or take any action inconsistent with our ownership rights.

34. Feedback

If you provide suggestions, ideas, recommendations, comments, reviews, or other feedback relating to the Platform ("**Feedback**"), you grant us a non-exclusive, worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual license to use, reproduce, modify, distribute, display, create derivative works from, and otherwise use such Feedback for any lawful purpose. Feedback will not be considered confidential, and we are not obligated to compensate you for any Feedback or use of Feedback.

35. DMCA Notice

We respect the intellectual property rights of others. Per the Digital Millennium Copyright Act ("**DMCA**"), we will respond expeditiously to claims of copyright infringement on the Platform if submitted to us as described below. Upon receipt of a notice alleging copyright infringement, we will take whatever action we deem appropriate within our sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright-protected content.

If you believe that your intellectual property rights have been violated by a third party who has uploaded materials to our Platform or by us, please provide the following information to us:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Platform;
- An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not we, can contact you;

- A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- Your electronic or physical signature.

We may request additional information before removing any allegedly infringing material. If we remove the allegedly infringing materials, we may notify the person responsible for posting such materials that we removed or disabled access to the materials. We may also provide the responsible person with your email address so they may respond to your allegations.

For questions regarding this DMCA Notice or to send us a notice, please contact us at support@lattispec.com.

36. Data Protection

We collect, use, store, and process information submitted through or generated by the Platform in accordance with our Privacy Policy. We maintain commercially reasonable administrative, technical, and organizational measures designed to protect information maintained through the Platform; however, no system can be guaranteed to be completely secure. By using the Platform, you acknowledge the inherent risks associated with transmitting and storing information electronically.

The Platform is operated from the United States, and information submitted through the Platform may be transferred to, stored in, and processed in the United States or other jurisdictions where we or our service providers operate. By using the Platform, you consent to such transfers to the extent permitted by applicable law.

We may use service providers and other third parties to host, process, store, transmit, and manage information in connection with the operation of the Platform. Additional information regarding our collection and use of information is available in our Privacy Policy.

37. Marketplace Analytics

We may collect, generate, analyze, and use aggregated, anonymized, statistical, de-identified, derived, or similar data generated from or relating to the use of the Platform, Listings, Products, Transactions, Promotional Services, Facilitated Services, marketplace activity, or other information available through the Platform ("**Marketplace Analytics**"), provided that such data does not identify a specific individual person. We may use Marketplace Analytics to operate, maintain, improve, develop, support, market, optimize, and commercialize the Platform and related services, including by creating analytics, benchmarking tools, pricing trends, market insights, industry reports, marketplace intelligence products, statistical analyses, and other commercial or business materials. We may disclose Marketplace Analytics to third parties, provided that such Marketplace Analytics does not reasonably identify any specific individual, company, Transaction, or confidential business relationship. No user is entitled to compensation arising from our use, disclosure, licensing, sale, or other commercialization of Marketplace Analytics.

38. Personal Information

LattiSpec may collect, use, and disclose Personal Information as described in its Privacy Policy, which is incorporated into this Agreement by reference. By accessing or using the Platform, you acknowledge that you have reviewed the Privacy Policy. You are responsible for ensuring that any Personal Information you provide through the Platform is collected and disclosed in compliance with applicable laws, including obtaining any necessary consents or authorizations. Without limiting the Privacy Policy, LattiSpec may collect, use, and disclose Personal Information as reasonably necessary to comply with applicable law, regulation, or legal process, to enforce this Agreement, to investigate or address suspected misuse of the Platform, to respond to claims of rights violations, or to protect the rights, property, or safety of LattiSpec, its users, or others.

In connection with use of the Platform, you may receive or have access to Personal Information relating to other users or third parties, including through Listings, communications, Order Forms, or Transactions. You agree that you will:

- use such Personal Information solely for purposes of evaluating, negotiating, and performing Transactions or otherwise using the Platform in accordance with this Agreement;
- comply with all applicable laws relating to privacy, data protection, and marketing, including laws governing unsolicited communications;
- not use Personal Information for unsolicited marketing, advertising, or promotional purposes without appropriate authorization or consent;

- not disclose, sell, rent, or otherwise share Personal Information with any third party except as necessary to perform a Transaction or as otherwise permitted under this Agreement;
- implement reasonable safeguards to protect Personal Information from unauthorized access, use, or disclosure; and
- promptly notify LattiSpec of any unauthorized access to or misuse of Personal Information obtained through the Platform.

You may not use Personal Information obtained through the Platform to circumvent the Platform. LattiSpec is not responsible for the use or misuse of Personal Information by any user. You are solely responsible for your collection, storage, and use of Personal Information.

39. Third-Party Services and Content

The Platform may provide access to or integrate with third-party applications, services, websites, content, advertisements, and other resources that are not owned or controlled by LattiSpec (collectively, “**Third-Party Services and Content**”), including our Payment Processors, Seller websites, sponsor or advertiser materials, and content made available through public forums, message boards, or other user-generated areas of the Platform. LattiSpec does not control, endorse, or assume any responsibility for any Third-Party Services and Content, including their content, accuracy, availability, performance, security, legality, or reliability.

All Third-Party Services and Content are provided on an “as is” basis. LattiSpec makes no representations or warranties regarding any Third-Party Services and Content and disclaims all liability arising from or related to such Third-Party Services and Content. If you access or use any Third-Party Services and Content, you do so at your own risk. Your use of Third-Party Services and Content is subject to the terms, conditions, and policies of the third party, as well as this Agreement and LattiSpec’s Privacy Policy does not govern your interactions with such third parties.

LattiSpec is not responsible for any loss, damage, or liability arising from or related to:

- your use of or reliance on any Third-Party Services and Content;
- any transactions, communications, or interactions between you and any third party;
- any disclosure, modification, or deletion of data resulting from your use of Third-Party Services; or
- any downtime, errors, or interruptions caused by Third-Party Services.

Links to third-party websites or resources are provided for convenience only and do not imply any endorsement, affiliation, or sponsorship by LattiSpec. Third-Party Services and Content may be modified, suspended, or discontinued at any time without notice, and LattiSpec is not responsible for any resulting impact on the Platform or your use of it.

40. Disclaimer of Warranties

THE PLATFORM AND ALL CONTENT, INCLUDING LISTINGS, ORDER FORMS, PRODUCT INFORMATION, SPECIFICATIONS, PRICING, AND OTHER MATERIALS MADE AVAILABLE THROUGH THE PLATFORM, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LATTISPEC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND RELIABILITY.

LATTISPEC DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, OR THAT ANY DEFECTS WILL BE CORRECTED. LATTISPEC DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, LEGALITY, QUALITY, OR AVAILABILITY OF ANY LISTINGS, PRODUCT INFORMATION, SPECIFICATIONS, PRICING, ORDER FORMS, EXTERNAL TERMS, OR OTHER CONTENT PROVIDED BY USERS OR THIRD PARTIES.

THE PLATFORM IS A TECHNOLOGY PLATFORM THAT FACILITATES CONNECTIONS BETWEEN BUYERS AND SELLERS. LATTISPEC IS NOT A PARTY TO ANY TRANSACTION AND DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY BUYER, SELLER, PRODUCT, OR TRANSACTION. LATTISPEC DOES NOT PROVIDE LEGAL, FINANCIAL, OR TECHNICAL ADVICE.

LATTISPEC DOES NOT GUARANTEE: (I) THE AVAILABILITY OF ANY PRODUCTS OR SERVICES; (II) THAT ANY TRANSACTION WILL BE COMPLETED; (III) THAT ANY ORDER FORM WILL BE ACCEPTED; OR (IV) THAT ANY PAYMENT WILL BE MADE OR RECEIVED.

ANY STATEMENTS, CONTENT, OR SERVICES PROVIDED BY USERS ARE THEIR OWN AND NOT THOSE OF LATTISPEC. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS AND FOR ANY DECISIONS TO ENTER INTO, PERFORM, OR RELY ON ANY TRANSACTION.

41. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS OPPORTUNITIES, USER CONTENT, OR PRODUCT INFORMATION, ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE PLATFORM; (II) ANY LISTING, PRODUCT INFORMATION, SPECIFICATION, PRICING INFORMATION, ORDER FORM, EXTERNAL TERMS, OR TRANSACTION; (III) ANY INTERACTION OR DISPUTE BETWEEN USERS; (IV) ANY ACT OR OMISSION OF A USER OR THIRD PARTY; (V) ANY UNAUTHORIZED ACCESS TO OR USE OF DATA, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (VI) ANY THIRD-PARTY SERVICES OR CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) \$100; OR (B) THE TOTAL AMOUNT PAID BY YOU TO US DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ANY CLAIM ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CLAIM ARISES OR IT WILL BE PERMANENTLY BARRED, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

42. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless LattiSpec and its officers, directors, shareholders, employees, affiliates, agents, and their respective successors and assigns (collectively, the “**Indemnified Parties**”) from and against any and all third-party claims, demands, actions, proceedings, investigations, or government enforcement actions, and all related losses, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:

- your access to or use of the Platform;
- any Listings, Order Forms, Transactions, User Content, Product Information, Specifications, or other materials you submit, provide, use, or rely on;
- your interactions, communications, or disputes with other users;
- your violation of this Agreement, including the non-circumvention provisions;
- your violation of applicable laws, including privacy, data protection, tax, export control, or intellectual property laws;
- your infringement, misappropriation, or violation of any third-party rights; or
- your use, disclosure, or misuse of Personal Information or confidential information obtained through the Platform.

LattiSpec may control the defense and settlement of any claim subject to indemnification, including the selection of counsel, at your expense. You agree to cooperate fully in the defense of any such claim. You may not settle any claim in a manner that imposes liability or obligations on any Indemnified Party without LattiSpec’s prior written consent. You also agree to indemnify and hold harmless the Indemnified Parties from any costs or expenses incurred in responding to any subpoena, court order, or other legal process relating to your use of the Platform or any Transaction.

43. Release

To the maximum extent permitted by applicable law, if you have a dispute with any other user or third party arising out of or relating to the Platform, any Listing, Order Form, Transaction, or any interactions or communications with another user, you release LattiSpec and its officers, directors, employees, affiliates, and agents from any and all claims, demands, and damages of every kind and nature, whether known or unknown, arising out of or in any way connected with such disputes.

If you are a California resident, you waive California Civil Code §1542, which provides:

“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.”

If you are a resident of any other jurisdiction, you waive any similar or equivalent law or doctrine that limits the effectiveness of a general release.

44. Entire Agreement

This Agreement, together with the Marketplace Seller Agreement and any terms, policies, or agreements incorporated by reference, constitutes the entire agreement between you and LattiSpec regarding your access to and use of the Platform. With respect to any Transaction, the Order Form and any External Terms agreed between Buyer and Seller will govern the commercial terms of that Transaction. In the event of a conflict between this Agreement and an Order Form or External Terms, the Order Form or External Terms will control solely with respect to the specific Transaction, and this Agreement will control in all other respects. Except as expressly set forth in this Agreement or in an Order Form or External Terms, no other terms, conditions, or agreements will be binding on LattiSpec. In the event of any conflict between the terms of this Agreement, an Order Form, and any External Terms:

- This Agreement will control with respect to all rights and obligations of LattiSpec and all provisions are designated as non-modifiable;
- The Order Form will control with respect to the commercial terms of the applicable Transaction; and
- External Terms will control solely as between Buyer and Seller to the extent not inconsistent with this Agreement.

45. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be modified to the minimum extent necessary to make it enforceable while preserving its original intent. The remaining provisions will remain in full force and effect.

46. No Waiver

LattiSpec's failure to enforce any provision of this Agreement or to exercise any right or remedy does not constitute a waiver of that provision, right, or remedy. Any waiver must be in writing and applies only to the specific instance it is given.

47. Arbitration

Before initiating any formal dispute, you agree to contact LattiSpec at support@lattispec.com and attempt to resolve the dispute informally for at least 30 days. If the dispute is not resolved, any dispute, claim, or controversy arising out of or relating to this Agreement or the Platform will be resolved exclusively by binding arbitration before a single arbitrator. The arbitration will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and will take place in Los Angeles, California, USA. The arbitration will be conducted in English. Each party will be responsible for its own costs and fees, except as otherwise provided by applicable law or determined by the arbitrator. The arbitrator may award any relief available under applicable law, and any judgment on the award may be entered in any court of competent jurisdiction. This arbitration provision is governed by the Federal Arbitration Act.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NO CLASS ACTION OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THIS AGREEMENT. UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

48. Governing Law

This Agreement is governed by the laws of the United States and the State of California, without regard to its conflict of laws principles. Any dispute not subject to arbitration or eligible for small claims court will be resolved exclusively in the state or federal courts located in California, and you consent to the jurisdiction of those courts.

49. Notices

By providing us with your email address, you consent to receive our related communications and notices electronically, and you agree that all agreements, notices, disclosures, and other communications that we provide to you via the Platform or email satisfy any legal requirement for such communications to be in writing. We may also use your email address to send you other messages, such as changes to the site's features and special offers ("**Promotional Messages**"). If you do not want to receive Promotional Messages, you may opt out by clicking the "Unsubscribe" link in an email or by emailing us at

support@lattispec.com. If you would like a physical address to which to send correspondence to LattiSpec, please email us, and we will provide you with a mailing address.

50. Force Majeure

Neither party shall be liable for any failure or delay in its performance under this Agreement, or any and all addenda due to circumstances beyond its reasonable control (other than the payment of sums due), provided that it notifies the other party as soon as practicable and uses its best efforts to resume performance.

51. Survival

Any provisions of this Agreement that by their nature should survive suspension or termination of your access to the Platform will survive, including those relating to payment obligations, non-circumvention, Transaction Certifications, confidentiality, intellectual property, data use, disclaimers, limitation of liability, indemnification, release, and dispute resolution. Termination or suspension will not affect any rights or obligations accrued prior to such termination, including any obligations relating to Transactions entered into before termination.

Contact

For questions regarding this Agreement, contact us at support@lattispec.com.

-End-