May 27, 2026

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THIS IS AN IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS: THIS AGREEMENT INCLUDES AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THESE TERMS REQUIRE THAT ANY DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION FOR YOUR OWN LOSSES ONLY, UNLESS YOU TIMELY OPT OUT, AS FURTHER SET FORTH IN THE "DISPUTE RESOLUTION" SECTION OF THESE TERMS OF USE. YOU MAY NOT PROCEED AS A CLASS REPRESENTATIVE, MEMBER, OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION, OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. ARBITRATION MEANS YOU WILL NOT BE ABLE TO SEEK DAMAGES IN COURT OR PRESENT YOUR CASE TO A JURY.

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III. Restricted Activities and Compliance with Laws

Your information and your activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items or items you do not have the right to sell; (c) infringe or misappropriate PMUS's or any Third Party's intellectual property rights (including copyrights, patents, trademarks, and trade secrets) or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain pornography; (g) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) create liability for PMUS or cause PMUS to lose (in whole or in part) the services provided herein.

IV. Privacy

PMUS has put in place a Privacy Policy to protect your personal information, which is always available from a link at the bottom of the qcex.com website. You should review this document before providing any personal data on the Site.

In the course of your use of the Site, you may provide or PMUS may otherwise obtain, information about you or your business activities. By using the Site, you expressly consent to PMUS using such information for the purposes described more fully in the Privacy Policy.

V. Consent to Recording and Monitoring

You hereby consent to PMUS's monitoring, recording, retention and use of all information and data that you input or otherwise communicate during your access to and/or use of the Site, or through any e-mail to or from PMUS and any other electronic communication means and the transmittal of the same to PMUS's affiliates and Third Parties for order and other processing, database maintenance, recordkeeping or any other use in accordance with customary practices, policies and procedures in the United States and the Privacy Policy. When monitoring of the Site reveals evidence of suspected criminal activity, malfeasance or misfeasance, such evidence may be provided to the law enforcement officials and used to the full extent permitted by law. Unauthorized access to or use or misuse of the Site may result in legal prosecution.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to PMUS or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

In the event that information is submitted through your access to the Site erroneously, or you later determine that information should not have been submitted, for any reason, you accept full responsibility, including but not limited to financial responsibility, for such entry.

VI. No Warranties

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YOU UNDERSTAND AND AGREE THAT PMUS AND ITS AFFILIATES, CONTRACTORS, SUB-CONTRACTORS (INCLUDING ITS SOFTWARE, HARDWARE AND SERVICE PROVIDERS), PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ADVISORS OR LICENSORS (COLLECTIVELY "COVERED PARTIES") WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR: (A) ANY LOSSES ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH PMUS OR COVERED PARTIES DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES AND EQUIPMENT OR SOFTWARE MALFUNCTION), EXCHANGE OR MARKET RULINGS OR SUSPENSION OF TRADING; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR TRADING LOSSES) THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SITE PROVIDED BY PMUS UNDER THIS AGREEMENT, EVEN PMUS AND/OR COVERED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

VIII. Indemnification

You agree, at your own expense, to indemnify, defend and hold harmless PMUS and Covered Parties for, from and against any and all claims, actions, proceedings, obligations, penalties, losses, liabilities, damages, costs and expenses (including reasonable legal and other professional fees and costs) directly or indirectly arising out of or in connection with (i) your breach of any agreements, representations or warranties contained in this Terms of Use, (ii) your access to and/or use of the Site and/or the Content, or any links on the Site, and/or (iii) any and all information or content submitted by you or otherwise using the Site, including for any claims that any of it violates, infringes or misappropriates any proprietary rights, or right of publicity, privacy or any other right of any Third Party.

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X. No Advice

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Many of the products described in the Site involve significant risks and you should not enter into any transactions unless you fully understand all of these risks and have independently determined that the risks are acceptable to you and that the transactions are appropriate for you in light of your objectives, experience, financial and operational resources and other relevant circumstances. Any discussion of risks contained in the Site, however, should not be considered to be a disclosure of the risks of particular transactions, or a complete discussion of the risks which are mentioned. Under no circumstances should PMUS be considered your advisor or fiduciary and, if you require advice with respect to the products identified in the Site or any contemplated transactions, you should consult your own business, financial, accounting or legal advisors.

XI. Hyperlinks; Third-Party Websites

The Site may provide links to certain websites sponsored or maintained by Third Parties, such as Third-Party websites of exchanges on which Participants (as hereinafter defined) may execute transactions that are cleared through the Clearinghouse or websites providing software to access the Exchange. PMUS provides access to such websites through the Site solely as a convenience to you. You acknowledge that the content of such Third-Party websites, services, goods or advertisements that may be linked to the Site is not maintained or controlled by PMUS, and PMUS makes no representations or warranties concerning the content of such websites and the fact that

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XII. Entire Agreement for Participants; Conflicts

This Terms of Use and the Privacy Policy, together with the Participant Agreement, represents the complete and exclusive statement of the agreement and understanding between those who have executed a Participant Agreement with PMUS (collectively, "Participants") and PMUS regarding your rights to access the Site and to use the Content, and supersedes all agreements which you may sign with PMUS, and all representations (whether written or oral), regarding such subject matter. These Terms of Use may not be modified except by use as set forth in the Amendments section below.

In addition to this Terms of Use and the Privacy Policy, Participants on PMUS are bound by additional terms and conditions including the Participant Agreement, the Risk Disclosure Statement and the rules of the Exchange and the Clearinghouse, and any additional terms and conditions for exchanges that contract with the Clearinghouse for clearing services. In the event of any conflict between the terms or conditions of this Terms of Use and those of your Participant Agreement, the provisions, terms or conditions of the applicable Participant Agreement shall govern and control, and the terms of this Terms of Use shall be modified hereby.

XIII. Entire Agreement for Non-Participants

For those who are not Participants on PMUS, these Terms of Use and the Privacy Policy constitute the entire agreement between you and us relating to your access to and use of the Site and supersede any prior or contemporaneous representations or agreements, oral or written. You agree, through your access to and use of the Site to be bound by these Terms of Use. Any rights not expressly granted by these Terms of Use are reserved by PMUS. These Terms of Use may not be modified except by use as set forth in the Amendments section below.

XIV. Amendments

PMUS reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use at any time. The most current version of these Terms of Use is always available from a link at the bottom of the qcex.com website. It is your responsibility to check these Terms of Use periodically for changes whenever accessing or using the Site. Your continued use of this Site following the posting of changes will mean that you accept and agree to the changes.

XV. Termination

PMUS may at any time and for any reason with or without prior notice to you, and without liability, in each case, modify, suspend, terminate or discontinue, in whole or in part, any portion of the Site (including the Content or hours of availability) and/or your access to or use of the Site and/or the Content. If you fail to comply with any provision of this Terms of Use, or if, in its sole discretion, PMUS modifies, suspends, terminates or discontinues your access to or use of the Site and/or the Content, any and all rights granted to you herein will immediately automatically terminate (but, for clarity, all other provisions of these Terms of Use will survive any such modification, suspension, termination or discontinuation of your access to or use of the Site and/or the Content).

XVI. Void Where Prohibited

PMUS administers and operates the Site from its location in the United States, and PMUS makes no representations regarding the legality of access to or use of the Site or the Content from other countries. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. PMUS reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any product or service made on the Site is void where prohibited. If you access the Site from outside the United States, you do so at your own risk and you are solely responsible for complying with applicable local country and United States export laws.

XVII. Dispute Resolution

A. Initial Dispute Resolution Process

Before either you ("You") or Polymarket US (each a "Party" and, together, the "Parties") asserts any claim against the other for damages or relief of any kind, the Parties agree to make a good faith attempt to resolve the dispute by utilizing the following procedures. Each Party agrees that, before initiating or demanding a formal proceeding, the Parties will meet and confer in a good-faith effort to resolve informally any claim arising out of this Member Agreement (the "Agreement") or Your use of the PMUS Direct System.

In order to initiate a claim, a Party shall, as a condition precedent to engaging in the remainder of the dispute resolution process, notify the other Party in writing of the intent to file a complaint. If You intend to initiate such a claim, You must send an electronic communication to Polymarket US at disputes@polymarket.us with "Complaint Resolution Process" in the subject line, and include the following information:

1. Your username;
2. Your first and last name, as registered on Your account;
3. A detailed explanation of the complaint with any supporting documentation or information;
4. Any specific dates and times associated with the complaint, as applicable; and

5. The remedy or action You are seeking from Polymarket US.

Similarly, if Polymarket US intends to initiate such a claim, Polymarket US must send an electronic communication to You at the email address associated with Your account with "Complaint Resolution Process" in the subject line, and include the following information:

1. Your username;
2. Your first and last name, as registered on Your account;
3. A detailed explanation of the complaint with any supporting documentation or information;
4. Any specific dates and times associated with the complaint, as applicable; and
5. The remedy or action Polymarket US is seeking from You.

The Initial Dispute Resolution Process cannot commence without submission of a written communication containing the information outlined above. After sixty (60) business days have passed following the submission of a complaint by one Party to the other, if it included all of the requisite information listed above, and if for some reason the complaint has not been resolved, the complaining Party may then, and only then, pursue a formal claim as provided for below.

The Parties shall use their best efforts to settle any dispute, claim, question, or disagreement and engage in good-faith negotiations which shall be a condition precedent to either Party initiating a formal claim as provided in this Agreement. If the Parties do not reach a resolution within the sixty (60) business day timeframe, or any such other time period as may be required by law, from the time all required complaint information is delivered ("Tolling Period"), then either Party may initiate binding arbitration, as the sole and exclusive dispute resolution process pursuant to the binding Arbitration Agreement and Class Action Waiver below, except as expressly set forth therein.

To the extent the process described herein is inconsistent with the statutory requirements of the governing jurisdiction, it shall be so modified to conform to the laws of that jurisdiction.

The Parties agree that any relevant limitations period will be tolled during (and by) the Tolling Period.

In the event of any claim or arbitration between the Parties, as set forth below, Polymarket US may, in its sole discretion, in accordance with applicable laws, temporarily suspend or terminate Your account.

The determination whether a Party has satisfied this pre-arbitration Informal Dispute Resolution Process is expressly delegated to an arbitrator, pursuant to the arbitration rules set forth below for initiating arbitration under JAMS rules.

B. Arbitration Agreement and Class Action Waiver

Please read this binding agreement to arbitrate ("Arbitration Agreement") and class action waiver ("Class Action Waiver") carefully because it requires the Parties to arbitrate certain disputes and

claims on an individual basis only and limits the manner in which the Parties can seek relief from each other. This Arbitration Agreement and Class Action Waiver apply to any claims you may currently possess and any claim that may arise in the future.

If You reside in the United States of America or access the PMUS Direct System at any time while located in the United States of America, this Arbitration Agreement shall be exclusively construed under and be subject to the Federal Arbitration Act ("FAA"), notwithstanding any other choice of law set out in this Agreement. For the avoidance of doubt, the FAA—and not state law—governs the interpretation and enforcement of these arbitration provisions, notwithstanding any other choice of law set out in this Agreement.

The Parties' Arbitration Agreement and Class Action Waiver mandate that all past, pending, and/or future disputes between You and Polymarket US shall be resolved by final and binding arbitration on an individual basis only and for Your own losses only. Under these terms, You may not proceed as a class representative, as a member or part of any proposed class, collective action, as a private attorney general, qui tam action or under any representative proceeding, and You may not otherwise seek to recover on behalf of others. You and Polymarket US further agree that any arbitration pursuant to this Agreement shall not proceed as a class, group or representative action. You further acknowledge that Your agreement to arbitrate means You will not be able to seek damages in court or present Your case to a jury.

C. Acceptance of these Arbitration Agreement and Class Action Waiver Terms

By using, or otherwise accessing the PMUS Direct System, or clicking to accept or agree to the Agreement where that option is made available, You confirm that You have read and accept and agree to this Agreement, including the terms contained within this VXXI. Except to the extent that You may opt out as provided below, all of Your activity utilizing the PMUS Direct System and all of Your transactions with Polymarket US, including all events which occurred before Your acceptance of the Agreement, shall be subject to the Agreement.

D. Scope of Arbitration Agreement

Except as otherwise set forth herein, You and Polymarket US agree that any past, pending, or future dispute, claim or controversy arising out of or relating to: any purchase or transaction by You, Your access to the PMUS Direct System, Your use of the PMUS Direct System, this Agreement, and/or the Privacy Policy (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of the same) (a "Dispute"), shall be ultimately resolved by arbitration, including claims that arose before acceptance of any version of this Agreement.

In addition, in the event of any Dispute concerning or relating to this Agreement—including the scope, validity, enforceability, or severability of the Arbitration Agreement or the provisions of this section XVII of the Agreement, as well as the arbitrability of any claims—You and Polymarket US agree and delegate to the arbitrator the exclusive jurisdiction to rule on their own jurisdiction over the Dispute, including any objections with respect to the scope, validity, enforceability, or severability of this Agreement or its provisions, as well as the arbitrability of any claims or counterclaims presented as part of the Dispute.

E. Small Claims Court

Notwithstanding the above provision and Arbitration Agreement, all Parties retain the right to seek relief in a small claims court for disputes or claims solely within the scope of the applicable small claims court's jurisdiction.

F. Lack of Estoppel or Preclusive Effect

The Parties agree that any issues determined in arbitration or any other proceeding between the Parties shall be conducted and decided for the benefit of the Parties or express third-party beneficiaries only and shall have no preclusive or estoppel effect against a Party in any subsequent or other arbitration or litigation matter, such that all issues shall be decided anew in any subsequent or other proceedings involving either Party. The Parties reach this agreement in order to narrowly and efficiently tailor their legal positions without concern that any third party may attempt to offensively use any finding or determination of fact or law against You or Polymarket US.

G. Binding Nature of Agreement

This Agreement, including the Arbitration Agreement and Class Action Waiver, shall be binding upon You, Your successors, assigns, heirs, representatives, beneficiaries, and upon any other person or party claiming an interest on Your or Your estate's behalf.

Polymarket US agrees also that this Agreement is intended to benefit and shall bind any successor-in-interest or assignee of Polymarket US.

H. Intellectual Property

Notwithstanding the requirement to arbitrate herein, You and Polymarket US are NOT required to arbitrate any claims for the alleged unlawful use of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents, and the Parties agree that in the event of alleged infringement of copyrights, trademarks, trade names, trade dress, logos, trade secrets, or patents by a Party, they shall also be entitled to seek legal and injunctive relief and the Parties shall not be able to hold out a user's access to the PMUS Direct System as basis to enforce an arbitration agreement as to such claims.

I. Separate Agreement & Applicable Law

The Parties acknowledge that this Arbitration Agreement is a separate agreement between the Parties governed by the Federal Arbitration Act ("FAA"), and that any alleged or determined invalidity or illegality of all or any part of the Agreement, the PMUS Direct System, and/or Privacy Policy shall have no effect upon the validity and enforceability of this Arbitration Agreement.

J. Initiating Arbitration Under JAMS Rules

Following the conclusion of the Initial Dispute Resolution Process required herein, You or Polymarket US may seek arbitration of a Dispute in accordance with the provisions of this Arbitration Agreement. You and Polymarket US agree that JAMS ("JAMS") will administer the arbitration under its Comprehensive Arbitration Rules and Procedures ("JAMS Rules") in effect

at the time an arbitration demand is filed. The Parties further agree that, to the extent applicable, the JAMS Mass Arbitration Procedures and Guidelines ("JAMS Mass Arbitration Rules") shall apply.

1. You and Polymarket US Further Agree that:

The arbitration will be handled by a sole arbitrator. The Parties agree that the JAMS arbitrator must have the following minimum qualifications: practicing attorneys or retired federal court judges who have at least ten (10) years of substantive expertise in litigating and resolving complex business disputes, including motions to compel arbitration and litigation or adjudication regarding the arbitrability of disputes.

While the JAMS Rules shall apply, the Parties agree that JAMS Rules 16.1 and 16.2 (Streamlined Arbitration Rules and Procedures and the JAMS Expedited Procedures) shall not apply, unless explicitly agreed to between the Parties in writing.

In lieu of JAMS Rule 15 (Arbitrator Selection, Disclosures and Replacement), the Parties shall be presented with a list of eight (8) potential arbitrators, be allowed three (3) strikes and the Parties shall rank those potential arbitrators in order of preference. JAMS shall select the arbitrator with the highest combined preference (e.g., if both Parties select a potential arbitrator as their top preference, that arbitrator will be selected).

In lieu of JAMS Rule 18, the Parties shall have the right to submit a dispositive motion at the outset of the arbitration to the arbitrator. The submission and scheduling of such motions shall be addressed at a conference held before the JAMS arbitrator, and the Parties agree that any dispositive motions shall be resolved and the remainder of the arbitration proceeding stayed pending resolution, absent good cause and immediate necessity to proceed.

Unless and only to the extent prohibited under JAMS Rules or applicable law, the arbitration shall be exclusively venued in New York City, New York, or if agreed to between the Parties in writing, conducted telephonically or via other remote electronic means.

The JAMS Rules will govern payment of all arbitration fees.

Except as otherwise waived or limited under the Agreement, the JAMS arbitrator shall be authorized to award any remedies, including equitable or injunctive relief, that would be available in an individual lawsuit.

The arbitration decision and award shall consist of a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless the Parties agree in writing otherwise, the award shall be a reasoned award and contain a concise written statement of the reasons for the award.

Except as and to the extent otherwise required by law, the arbitration proceeding, pleadings, and any award shall be treated as confidential and shall not be used by the Parties except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its information and enforcement.

In the event JAMS is unavailable or unwilling to hear the dispute in accordance with this Agreement, the Parties shall agree to another arbitration provider subject to the procedural agreements of this section.

You and Polymarket US agree that any award issued or denied by the arbitrator in excess of $50,000.00 USD in favor of either Party, or any award which grants or denies any form of declaratory or equitable relief that would significantly impact other Polymarket US users or the operation of the PMUS Direct System, may be appealed in accordance with the JAMS Optional Arbitration Appeal Procedures at either Party's election.

K. Batch Arbitration

To increase efficiency of resolution, in the event twenty (20) or more similar arbitration demands against Polymarket US, presented by or with the assistance of the same law firm or organization or group of law firms or organizations working cooperatively, are submitted to JAMS pursuant to and as required by the procedures described herein, JAMS shall consolidate those arbitrations as contemplated in the JAMS Mass Arbitration Rules by: (i) grouping the arbitration demands into batches of no more than twenty-five (25) demands per batch (plus, to the extent there are fewer than twenty-five (25) arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); and (ii) providing for a resolution of each batch as a single arbitration with one (1) set of filing and administrative fees and one (1) arbitrator assigned per batch.

Such batched arbitration(s) shall be governed by the JAMS Mass Arbitration Rules, subject to the provisions in this Agreement. To the extent that this Batch Arbitration provision is found to be unenforceable as a matter of law by a competent authority, then the JAMS Mass Arbitration Rules shall govern without regard to the provision found to be unenforceable.

The Parties further agree that each batched arbitration will be handled by one JAMS arbitrator. The Parties agree the JAMS arbitrator must have the following minimum qualifications: practicing attorneys or retired federal court judges who have at least eight (8) years of substantive expertise in litigating and resolving complex business disputes, including motions to compel arbitration and litigation or adjudication regarding the arbitrability of disputes.

For the avoidance of doubt, consolidation does not require that all arbitrations in a single batch be decided the same, nor does it impair Your right to present any evidence or argument that You think particular to Your case, so long as consistent with JAMS Rules. You agree to cooperate in good faith with Polymarket US and JAMS to implement such a batch approach to resolution and fees.

This "Batch Arbitration" provision shall be enforceable by a court of competent jurisdiction as well as by a JAMS arbitrator with jurisdiction pursuant to this Agreement. In the event of a dispute regarding the validity or enforceability of this "Batch Arbitration" provision, such dispute shall be decided by a court of competent jurisdiction, and not an arbitrator or arbitral tribunal.

L. Good Faith

By signing a demand for arbitration, a Party certifies, to the best of their knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (i) the demand for

arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

The arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 and/or any applicable state law for either Party's violation of this requirement, to the extent permitted by applicable law.

M. Waiver of Class Relief and Collective Action

To the maximum extent permitted by applicable law, You may not proceed in arbitration or court as a class representative, member or part of any proposed class, collective action, private attorney general suit, qui tam action or any representative proceeding, or otherwise seek to recover on behalf of others or for the benefit or use of others in any type of claim or action. You agree that You are waiving rights to participate in a class action, and that by agreeing to these terms, You give up Your right to participate in any future class action or any other consolidated or representative proceeding, including any proceeding existing as of the date You accepted these Terms.

N. Option and Procedure to Opt-Out of Arbitration

You may opt-out of the Arbitration Agreement by following the instructions below.

If You do not wish to agree to the provisions of this section requiring arbitration, You must send written notice of Your intent to opt-out. This notice must include Your username, first and last name as registered on Your account, e-mail associated with Your account, phone number associated with Your account, and state Your intent to opt out of arbitration. This notice must be received by Polymarket US at disputes@polymarket.us no later than thirty (30) days after You entered into this Agreement.

If You have previously agreed to an arbitration provision in connection with Your use of the PMUS Direct System and choose to opt out of this Arbitration Agreement, the last version of the arbitration provision to which You agreed shall apply to any Dispute between You and Polymarket US.

You hereby agree to take all reasonable steps to conduct further research and to consult with counsel (at Your expense) regarding the consequences of Your decisions regarding arbitration and opting-out of arbitration.

If You successfully opt out of arbitration, You hereby consent to the exclusive jurisdiction of the state and federal courts of New York County, New York, for resolution of any and all disputes arising out of or related to these terms, the PMUS Direct System, and/or Privacy Policy.

O. Severability

This Arbitration Agreement applies solely to the extent permitted by law. If for any reason any provision of this Arbitration Agreement, or portion thereof, is found to be unlawful, void, or unenforceable, that part of this Arbitration Agreement will be deemed severable and shall not affect the validity and enforceability of the remainder of this Arbitration Agreement, which shall continue in full force and effect. To the fullest extent allowable by law and equity, the Parties agree that any such unenforceable provision may be blue-penciled or otherwise construed by the forum presiding over any dispute to give effect to the intent of the Parties as consistent with the overall purpose and intent of the Arbitration Agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

If any provision of these Terms of Use is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms of Use as possible.

XVIII. Waiver

PMUS's failure to insist at any time upon strict compliance with any term of this Terms of Use, or any delay or failure on PMUS's part to exercise any power or right given to it in this Terms of Use, or a continued course of such conduct on its part will at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other future exercise.

XIX. Remedies Cumulative

All rights and remedies given to PMUS in this Terms of Use are cumulative and not exclusive of any other rights or remedies which it otherwise has at law or equity.

XX. Assignment

This Terms of Use will be binding upon you and your executors, heirs, successors and assigns. You may not assign or delegate your rights, duties or obligations under this Terms of Use without the prior written consent of PMUS. PMUS may, however, assign this Terms of Use, or any rights or obligations hereunder, to an affiliate, subsidiary or any entity owned, controlled by or under common control with PMUS, or in connection with a sale or transfer of all or a portion of the PMUS business or assets (including in the event of a merger, acquisition, joint venture, reorganization, divestiture, dissolution or liquidation).

XXI. Interpretation

Any and all headings in the text of this Terms of Use are solely for convenience or reference and do not constitute a part of this Terms of Use, nor do they affect the meaning, construction or effect of this Terms of Use.

The terms "including" and "includes" as used in these Terms of Use are intended to identify some, but not all, examples relevant to the subject matter and, therefore, should be read as "including, but not limited to" or "includes, but not limited to."

XXII. Agreement to Electronic Communications

PMUS, the Covered Parties, any other user of the Site or otherwise may provide agreements, disclosures, notices, statements and other communications (collectively, "Communications") related to your use of the Site and all other related services to you electronically (including via email and on the Site) instead of in paper form.

PMUS may, in its sole discretion, seek your consent to this Terms of Use and certain other agreements on the Site by means of an electronic signature by requesting you to affirmatively check the box indicating your acceptance to this Terms of Use, affirmatively "click" on boxes containing the words "I Accept," "I Agree" or other similar phrases (collectively, "Acceptance Terms"). If you "click" on the Acceptance Terms, your "click" will be deemed a legally binding electronic signature. You acknowledge and agree that you will carefully review any document or web page before making such an electronic signature. By electronically indicating your agreement to this Terms of Use or accessing the Site or using any of its content after you have had an opportunity to review this Terms of Use, you acknowledge and agree: (i) that you and, where applicable, the company or organization on whose behalf PMUS grants you access to the Site, intend to form a legally binding contract between you and PMUS; (ii) that you have read and agree to the terms and conditions of this Terms of Use; (iii) that by electronically agreeing to this Terms of Use, you acknowledge that you have received a copy of this Terms of Use by your viewing a web page containing a hyperlink to the web page where Terms of Use is displayed or otherwise;

(iv) that if you are executing this Terms of Use on behalf of others, you hereby certify that you are an authorized representative, duly authorized, including where applicable, by all required corporate action to act on behalf of such others; (v) that you consent to receive electronic Communications and to execute Communications electronically (i.e., through the use of electronic signatures); (vi) that all Communications that are electronically executed between you and PMUS will have the same legal effect as any document or agreement executed in paper form or any other matter; and (vii) if you are located in the United States, you acknowledge and agree that the Communications and services PMUS provide to you may be subject to the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act") and to applicable state law, and that you intend that the E-SIGN Act and such state laws will apply and will validate your ability to engage electronically in transactions related to the Communications and services.

For as long as you maintain an account with PMUS and for a reasonable period of time after the account is closed, you agree to maintain and provide PMUS with a valid email address for any Communications that PMUS may send (including as required by applicable law), which may be delivered electronically to such email address. You also agree to notify PMUS promptly of any change in your email address. You understand that PMUS's ability to provide Communications to you by email is dependent upon you maintaining a valid email address and providing it to PMUS, and PMUS is not responsible for any consequences resulting from your failure to provide an accurate or updated email address to PMUS. Further, some Communications will only be provided

via the Site, such as periodic statements or transaction histories. It is your responsibility to check the Site for current information for these Communications.

All Communications related to your accounts and related services will be made available electronically as described in these Terms of Use. If you do not wish to receive communications electronically, you should not open an account with PMUS or must close all of your accounts and stop using any other related services provided by PMUS, including the Site.

You understand, agree and represent that: (i) these Terms of Use will be entered into electronically; (ii) you meet the minimum access requirements specified below; (iii) your consent will last until you withdraw it using the process described below; and (iv) the following categories are examples of information that may be provided by electronic communication:

- Account agreements and applications
- Disclosures (i.e., account disclosures, fee schedules)
- Statements (i.e., periodic statements)
- Privacy Policy
- Balance, activity and certain other information on your account(s)
- Notices (i.e., change-in-terms notices)
- Transaction confirmations
- Other legally required communications

PMUS may mail paper copies of any Communications, in addition to or instead of sending them to you electronically, at PMUS's sole discretion.

XXIII. Minimum Access Requirements

To receive Communications electronically, you must have the following hardware and software requirements at all times:

1. A device capable of accessing the internet, such as a desktop or laptop computer, or a tablet or smartphone;
2. Sufficient storage space to download and save documents (hard drive, cloud storage, etc.);
3. A supported and updated web browser;
4. A valid and active email account with the ability to receive attachments;
5. PDF reader software for viewing PDF documents;
6. An operating system capable of running the above software; and
7. A functioning printer (if you wish to retain paper copies of Communications).

XXIV. Withdrawing Consent

All Communications related to your accounts and related services will be made available electronically as described in these Terms of Use. If you do not wish to receive communications electronically, you should not open an account with PMUS or must close all of your accounts and stop using any other related services provided by PMUS, including the Site.

Consent to these Terms of Use is a requirement of opening and maintaining an account with PMUS. To withdraw your consent, you will need to close all of your accounts and cease using the Site and any other related services provided by PMUS.