

## Terms of Use

Effective Date: June 28, 2021

Your use of the websites on which these Terms of Use reside (the “Platform”) is subject to these Terms of Use (the “Terms”), which we may update from time to time. **Please read these Terms carefully before using the Platform.**

The Platform is owned or controlled by Chavant Capital Acquisition Corp. (“we,” “us,” or the “Company”) and is intended for and applicable only for residents of the United States, age 18 or older. If you are from another jurisdiction or under 18 years of age, you may not use the Platform.

**By accessing the Platform in any way (such as browsing or using the Platform and/or information contained on the Platform and/or submitting information through the Platform), you agree to and are bound by this Terms, including, but not limited to the following terms: (1) conducting this transaction electronically, (2) disclaimers of warranties, (3) damage and remedy exclusions and limitations, (4) binding arbitration, and (5) choice of Delaware law.** These Terms constitute a binding agreement between you and Company, and is accepted by you upon your use of the Platform or your account. These Terms constitute the entire agreement between you and Company regarding your use of the Platform. By using the Platform, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

From time to time we may update the Platform and these Terms. Your continued use of the Platform after we post any changes to these Terms constitutes your agreement to those changes. Such updates will not apply retroactively. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

We may, in our sole discretion and at any time and for any reason (including but not limited to your violation of these Terms or the law), discontinue the Platform or any part of the Platform, cancel your account and delete all data or other information associated with your account (including any materials you may submit to us), or we may prevent your use of the Platform, in any case with or without notice to you. We assume no liability for any information removed from the Platform and we reserve the right to permanently restrict access to the site or an account. You agree that you do not have any rights in the Platform and that we have no liability to you if the Platform is discontinued or if you are no longer able to access the Platform or any information that was previously made available to you on the Platform.

### **Binding Arbitration, Jury Waiver, Class Waiver, and Governing Law**

You and Company agree that any controversy or claim arising out of or relating to the Platform, your use of the Platform, these Terms, and/or the [Privacy Policy](#) shall be settled by binding arbitration in Wilmington, DE, or at such other location as may be mutually agreed upon by you and the Company, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”), and judgment upon the award rendered by the arbitrator(s) may be entered in any

court having jurisdiction thereof. The JAMS Rules and Procedures are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling (800) 352-5267.

The arbitrator(s) shall be selected pursuant to the JAMS Rules and Procedures.

The arbitrator(s) shall apply Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law.

If you initiate arbitration against Company, you will not be responsible for professional fees for the arbitrator(s)'s services or any other JAMS fees. If Company initiates arbitration against you, Company will pay for the arbitrator(s)'s services and any other JAMS fees associated with the arbitration.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Company shall be entitled to arbitrate their dispute.

In addition to the foregoing, and notwithstanding the rules of JAMS, certain procedures will apply depending on the amount in controversy. For controversies and claims in which the amount in controversy is less than \$1,000,000.00 (one million dollars), the following procedures will apply:

- There will be one (1) arbitrator selected from the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- The arbitration will occur within 90 days from the date on which the arbitrator is appointed and will last no more than five (5) business days.
- The arbitrator shall institute discovery consistent with the goals of arbitration. Discovery and disclosure of information will be conducted under the rules provided by JAMS to achieve the usual goals of arbitration, including cost effective and efficient resolution of disputes between you and the Company, but in no event shall you or the Company be entitled to discovery rights greater than provided by the Federal Rules of Civil Procedure.

For controversies and claims in which the amount in controversy is equal to or exceeds \$1,000,000.00, the following procedures will apply:

- There will be three (3) arbitrators selected by the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- You and the Company will be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- You and the Company will be entitled to appeal any arbitration award to an Appeal Panel under JAMS Optional Arbitration Appeal Procedures. You and the Company agree to and

request oral argument for any appeal filed under the Optional Arbitration Appeal Procedures.

**THE ARBITRATOR(S) HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES. NEITHER YOU NOR COMPANY AGREES TO ANY ARBITRATION ON A CLASS BASIS, AND THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO PROCEED ON SUCH A BASIS. YOU AND THE COMPANY MAY ASSERT A CLAIM OR COUNTERCLAIM ONLY IN SUCH PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS PROCEEDING. UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, ARBITRATOR(S) SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.**

**BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THE PLATFORM IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.**

#### **Choice of Law and Venue**

These Terms will be governed by and construed in accordance with the internal laws of Delaware without regard to conflicts of laws principles. By using the Platform, you hereby agree that any action to enforce any arbitration award and any other disputes (if any) regarding these Terms that are not subject to arbitration will be subject to the courts located in Wilmington, DE. **YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PLATFORM AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.** These Terms operate to the fullest extent permissible by law.

#### **Forward-Looking Statements**

Certain statements on the website may constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended. These forward-looking statements represent our expectations, plans or beliefs concerning future events and may be identified by terminology such as "anticipate," "estimate," "should," "expect," "believe," "intend" and similar expressions. Certain factors could cause actual results to differ materially from such forward-looking statements, including, but not limited to, global, political, economic, business, competitive, market and regulatory risk factors. Information concerning these and other risk factors is contained in our reports filed from time to time with the Securities and Exchange Commission.

Except as required by law, we assume no obligation to update these forward-looking statements, even if new information becomes available in the future.

### **Personal Information**

You may be given the ability to provide us with personal information through the Platform. Please read our [Privacy Policy](#) for more information about our personal information collection, use, and sharing practices.

### **Content**

Content on the Platform that is provided by Company or its licensors, including information, materials, graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing ("Content") is the property of Company and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

The Platform may hyperlink to sites not maintained by or related to Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with the Platform or Company, and we make no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from the Platform is subject to the terms of that site's privacy policy, and Company has no control over how your information is collected, used, or otherwise handled.

### **Use of the Platform and Your Data**

The following requirements apply to your use the Platform: (a) you will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Platform for any commercial purpose not expressly approved by Company in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; and (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

You may be able to use the Platform to submit information and certain other materials ("Your Data"). By using these features, you agree that you will not submit any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Company; that you will not submit any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without

limitation, the personnel of Company, or misrepresent an affiliation with another person or organization; and you will not submit any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Platform, or feature of the Platform. You further understand and agree that you have no ownership rights in any account you may have with us or other access to the Platform or features therein. Company may cancel your account and delete all Your Data associated with your account at any time, and without notice, if Company deems that you have violated these Terms, the law, or for any other reason. Company assumes no liability for any information, including Your Data, removed from the Platform, and reserves the right to permanently restrict access to the Platform or a user account.

By collecting, displaying, publishing, or otherwise submitting Your Data on or through the Platform, you hereby grant to Company a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly display, reproduce, and distribute Your Data in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag Your Data, as well as the right to sublicense Your Data to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, or in video or other computer programs. You continue to retain all ownership rights in Your Data, and you continue to have the right to use Your Data in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Platform and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree to indemnify and hold Company, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms or any violations thereof by your dependents or which arises from the use of Your Data you submitted, posted, or otherwise provided to Company or this Platform.

We do not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any such information.

### **Additional Terms**

You understand that certain offers, services and features that may be available on the Platform may be subject to additional specific terms and conditions. In the event of any conflict between these Terms and any such specific terms and conditions, the specific terms and conditions will control.

### **Disclaimer of Responsibility and Limitation of Our Liability**

We make no representations or warranties about the Platform (or any Platform feature) or the Content, and we disclaim all liability in the event of any service failure. You acknowledge that

any reliance on any of the foregoing will be at your own risk. We make no representations or warranties regarding the amount of time that any Content or your account information will be preserved.

**THE PLATFORM IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE PLATFORM OR ANY INFORMATION OR SOFTWARE THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, "DAMAGES") THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PLATFORM, NOR SHALL WE BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE PLATFORM'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL WE BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF OUR NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.**

#### **Miscellaneous**

If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Both you and Company acknowledge and agree that no partnership is formed and neither you nor the Company has the power or the authority to obligate or bind the other.

The failure of the Company to comply with these Terms because of an element of nature or act of God, act of war, fire, flood, earthquake, riot, terrorism, civil disorder, rebellion, revolution,

widespread computer virus or worm, pandemic, action of federal, state or local governmental authorities, or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of these Terms.

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