

TERMS AND CONDITIONS
For
NIBIRU PROMOTIONAL CAMPAIGNS
Including
BLOCK PARTY CAMPAIGN MISSIONS & QUESTS

This document contains very important terms, conditions, limitations, and exclusions that apply to all campaigns by Nibiru for which participants may be provided with benefits or rewards, including the Nibiru Block Party Campaign, and any missions & quests. By participating in the Block Party Campaign, any mission or quest, or any other campaign, you accept and are bound by these terms and conditions. Nibiru is only willing to allow you to participate if you accept all of these terms.

You may not participate in the Nibiru Block Party Campaign, any mission or quest, or any other campaign if you (a) do not agree to these terms and conditions; (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract; or (c) are prohibited from accessing or participating in the Nibiru Block Party Campaign, or any mission or quest, by applicable law.

These terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

Definitions

For the purposes of these Terms and Conditions, the following capitalized terms shall have the meanings set forth below:

1. **"Participant", "You", or "Your"** means any individual or entity that elects to engage in or participate in any Nibiru Campaign.
2. **"Campaign"** means any promotional event, program, or activity organized or administered by Nibiru under these Terms and Conditions, including but not limited to the Block Party Campaign, or any Mission or Quest, during which a Participant may be eligible to receive benefits or rewards.
3. **"Block Party Campaign"** refers specifically to the promotional campaign titled "NIBIRU Block Party Campaign," wherein Participants may complete specified actions to earn points, Tokens, or other rewards.
4. **"Mission"** means a time-bound set of tasks or objectives announced by Nibiru as part of a Campaign. Missions may specify particular actions, deadlines, and associated rewards.
5. **"Quest"** means a series of interconnected or sequential tasks announced by Nibiru as part of a Campaign, often structured to form a thematic or gamified journey with tiered rewards.
6. **"Rewards"** means any benefits, digital assets, points, Tokens, or other incentives that may be granted to Participants upon successful completion of specified actions in a Campaign.
7. **"Tokens"** (also referred to as **"NIBI Tokens"** or **"\$NIBI"**) means any digital asset, cryptocurrency token, or other blockchain-based unit issued or distributed to Participants as part of a Campaign.
8. **"Third Party"** means any person or entity not directly employed by Nibiru, including but not limited to KYC providers, blockchain bridge operators, tracking or analytics services, and distribution platforms engaged to assist with any aspect of a Campaign.
9. **"KYC" or "Know Your Customer"** refers to identity verification processes and related compliance procedures reasonably required by Nibiru or its Third-Party service providers to verify a Participant's identity and legal eligibility to receive Rewards.
10. **"Wallet Address"** means the public key or identifier of a blockchain wallet provided by a Participant for the purpose of receiving Tokens or other digital Rewards.
11. **"Rules"** means any additional terms, instructions, or guidelines that Nibiru may announce from time to time in connection with a specific Campaign, Mission, or Quest.
12. **"Dispute"** means any disagreement, controversy, or claim arising out of or relating to a Participant's participation in a Campaign or interpretation and enforcement of these Terms and Conditions.
13. **"Arbitration"** means binding arbitration conducted under the rules of the International Centre for Dispute Resolution (ICDR) as set forth in the Arbitration; Class Arbitration Waiver section of these Terms.

14. **"Sanctioned Jurisdiction"** means any jurisdiction, territory, or region that is comprehensively sanctioned or embargoed by the United States, United Nations, United Kingdom, or other applicable authority, as set forth in the Eligibility and Sanctions Compliance section.
15. **"Liability Cap"** means the maximum aggregate amount of damages for which Nibiru may be held liable under these Terms, as specified in the Limitation of Liability section.

All capitalized terms not otherwise defined herein shall have the meanings given to them in the remainder of these Terms and Conditions.

1 - Acceptance of these Terms and Conditions

These Terms are entered into by and between You and MTRX Services Ltd., a British Virgin Islands business company ("**Nibiru**," "**We**," "**Us**," or "**Our**"). These Terms and Conditions incorporate the Nibiru Terms of Service, available at nibiru.fi/terms-of-service.pdf and the Nibiru Privacy Policy, available at nibiru.fi/privacy-policy-nibiru.pdf. Each Participant must read these Terms and Conditions, as well as the Nibiru Terms of Service and the Nibiru Privacy Policy carefully before participating in the Block Party campaign, any Mission or Quest, or any other Nibiru promotional campaign during which a participant may be awarded any benefit or digital asset ("Campaign"). By participating in any aspect of the Block Party campaign, a Mission or Quest, or any other Campaign, each Participant agrees to be bound and abide by these Terms and Conditions, the Nibiru Terms of Service and the Nibiru Privacy Policy. If You do not want to agree to any of the foregoing, You must not participate.

2 - Nibiru Campaign Rules and Eligibility

- From time to time, Nibiru may run a Campaign, during which a Participant may be incentivized to perform certain actions. These Rules apply to each such Campaign.
- All Campaigns, including the Block Party campaign, or any Mission or Quest, may be made available to only users who are eligible to use the Nibiru network and may not be available or may be restricted in certain jurisdictions or regions or to certain users, depending on legal and regulatory requirements.
- Nibiru reserves the right to change, modify, or impose additional restrictions with respect to the access to and participation in any Campaign from time to time in its sole discretion at any time without notification.
- From time to time during a Campaign, including the Block Party Campaign, Nibiru may announce a specific promotion, which may be in the form of a mission or a quest. Such promotion will include specific rules, whereby a participant may be awarded a certain amount of points, Tokens, or other rewards for successfully completing certain actions. Any announced rules or awards are subject to change or modification at the sole discretion of Nibiru. Nibiru shall also have sole discretion to change or modify any rules or awards where Nibiru engages a third party to assist with administering some or all of such a Campaign.
- Other third parties may also announce awards or other promotional benefits associated with, tangential to, or as part of a Campaign. If announced by a third party, Nibiru shall not be responsible for providing such benefits.
- Nibiru may also utilize third parties to assist with parts of the Block Party or other Campaign. For example, third parties may be engaged to track a participant's participation, or the benefits or awards a participant may receive. Or, a third party may be engaged to distribute Tokens to participants. To the extent that any third party performs such activities, Nibiru disclaims all liability for the actions of a third party, and You acknowledge and agree that such third parties may perform such activities, and that it may or may not be announced when a third party is doing so. You agree that Nibiru shall not be responsible for any actions performed by a third party, regardless of whether You are informed that a third party is performing such actions.

- You may be asked to provide information to a third party as part of the Block Party or other Campaign, for example, for Know Your Customer obligations or to track and deliver the rewards that are earned by a Participant. Nibiru may have access to the information that you provide to third parties, and Nibiru may retain such information after the Block Party or other Campaign ends. Nibiru will not sell Your personal information without Your consent. Nibiru will only disclose Your personal information to the extent necessary to complete, and audit, its Campaigns.

- You participate in a Campaign at your own risk, and disclaim Nibiru of any claims, real or other, from any legal action taken by or upon you through your participation in any Campaign or use of any Nibiru platform.

- You understand that You are responsible for any fees related to your participation in any Campaign, including for actions you take on the blockchain, regardless of whether a successful transaction occurs.

- You understand that, for actions you take on a blockchain related to Your participation in a Campaign, we make no guarantees regarding any operation or functionality, and You recognize that any of Your own assets that may be affected by Your actions, could be lost, and that You will be solely responsible for such loss.

- You understand that we do not make any representation or warranty about the safety or soundness of any cross-chain bridge.

- To the extent that You have a dispute with another Participant in a Campaign, You RELEASE US FROM ALL CLAIMS, DEMANDS, AND DAMAGES OF ANY KIND, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED TO SUCH DISPUTES. BY AGREEING TO THIS RELEASE, YOU EXPRESSLY WAIVE ANY LEGAL PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD LIMIT THE SCOPE OF THIS RELEASE TO CLAIMS YOU MAY BE AWARE OF AT THE TIME OF ENTERING INTO THIS AGREEMENT.

- To the extent that You utilize any assets, including Your own digital assets, in participating in a Campaign, You do so at Your own risk. Nibiru is not responsible for any assets expended or lost during a Campaign.

- You recognize that any digital asset may be targeted by malicious persons or individuals who may attempt to disrupt services or steal digital assets. This includes but is not limited to malware, hacking, phishing, double spending, smurfing, spoofing, sybil attacks, social engineering, majority mining, mining attacks, distributed denial of service, and blockchain forks.

- You agree to accept any decision made by Nibiru as part of a Campaign. All decisions made by Nibiru shall be final. For example, any actions taken by a Participant that are technically not a violation of the applicable rules, but run contrary to the spirit of the Campaign, may result in that Participant receiving no awards at the discretion of Nibiru, and Nibiru's decision on any such matter shall be final.

- Nibiru reserves the right, at its own and complete discretion, and at any time, to modify or temporarily or permanently suspend or eliminate any Campaign.

- Nibiru Campaigns are not an offer or solicitation to buy or sell any security as defined by the laws in any jurisdiction.

- Nibiru reserves the sole and absolute right to disqualify any user that it deems ineligible for participation in a Campaign at the sole discretion of Nibiru. This includes, but is not limited to, by violating any of these Terms and Conditions, any other applicable terms, or having engaged in conduct that Nibiru considers inappropriate or unacceptable. Nibiru's decision in such an event shall be final.

- o As one example, any participant or group of participants that is discovered to have set up multiple accounts or otherwise attempted to multiply the benefits they may receive may have any benefits or rewards rescinded at Our sole discretion.

- o Another example may be if artificial intelligence (AI) or other automatic means is used to receive benefits or rewards intended for live human users.

- You must only participate if participation is permissible in Your jurisdiction.

- You must be at least eighteen (18) years of age or older and have the ability to legally form a binding agreement to participate in a Campaign.

- You agree to cooperate fully with Our future requests for information and to complete any required Know Your Customer procedures as may be reasonably requested by Us from time to time to comply with applicable laws, regulations, or to fulfill other regulatory or compliance requirements. You acknowledge and agree that failure to comply with such requests within a reasonable timeframe, as determined by Us at our sole discretion, may result in Your inability to receive any benefits or rewards, including Tokens, that You may otherwise receive as part of the Campaign. You acknowledge that such Know Your Customer procedures, though requested by us, will be completed by a third party, and that party may store your personal information pursuant to its own terms and conditions. You acknowledge and agree that Nibiru shall have no liability or responsibility to you for your personal information as provided to a third party, including as part of a Know Your Customer request by Us.

- You must not participate if You are:
 - o located in, under the control of, or a resident of any jurisdiction that is comprehensively sanctioned or embargoed by the United States, the United Nations, or the United Kingdom;
 - o a resident, national, or agent of Cuba, certain sanctioned areas of Russia and Ukraine (including without limitation, Crimea, the so-called region of Donetsk, the so-called region of Luhansk, and the so-called region of Zaporizhzhia), Democratic People's Republic of Korea (North Korea), Iran, and Syria;
 - o a citizen, resident, located in, or organized in a jurisdiction where your access or use of the Services would be illegal or violate applicable law; or
 - o subject to any export restriction, end-user restriction, anti-terrorism law, anti-money laundering law, economic sanction, financial sanction, or trade embargo imposed, administered, or enforced by the United States Department of Treasury's Office of Foreign Asset Control, United States Department of State, United States Department of Commerce, United Nations Security Council, or any other applicable national, regional, provincial, state, municipal, or local law or regulation.

3 - NIBI Tokens and Risk Factors

- From time to time, We may make the digital asset referred to as NIBI Tokens or \$NIBI (referred to herein as "**Tokens**") available via a Campaign, such as part of certain missions or quests for the Block Party campaign. During such events, We may elect to reward participants in the campaign with Tokens.
- If you are to receive an award of any digital asset, including Tokens, you may be responsible for any fees related to transactions involving your reward.
- It is your responsibility to check the accuracy of any wallet address that you provide to us or any third party to receive Tokens. We will not be held liable for any loss or misuse of Tokens or incorrect entry of any wallet address.
- Tokens provided during any promotional campaign are not intended for resale. You participate in our campaigns at your own risk, and disclaim Nibiru of any claims, real or other, from any legal action taken by or upon you through your participation and issuance of Tokens. By agreeing to these Terms, you agree that any Campaign does not represent an offer or solicitation to buy or sell securities, as defined by U.S. securities laws or the laws of any other jurisdiction.
- You acknowledge and agree that:
 - o All digital assets, and especially the Tokens, are highly risky and speculative. The Tokens have no intrinsic value and can go to "0" in value.

- o You must consult with Your own legal and financial, including tax, advisors to independently determine whether You should participate in a Campaign.
- o Nibiru makes no representations, including as to any results, concerning the Nibiru project, blockchain or the Tokens.
- o You are not entitled to hold Nibiru or any team member liable for the performance of the Nibiru project, blockchain, or the Tokens for any reason.
- o You understand the risks involved with digital asset tokens, including that there are smart contract and other technological risks.
- o There may be a fatal flaw in the Nibiru code, including a fatal flaw in the Tokens, the associated ecosystem, platform or any other associated operations.
- o There may be a fatal flaw in any wallet, program, or application that You or Nibiru uses to interact with each other or the Tokens. Nibiru and its team members are not liable for any such flaws.
- o Acceptance or possession of Tokens does not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive past or future revenue, shares, dividends, intellectual property rights or any other form of participation in or relating to Nibiru and its related products and/or services or any part thereof. You acknowledge and accept that at no time and under no circumstances shall You be entitled, as a holder of Tokens, to vote, receive dividends or be deemed the holder of equity or capital stock of any Nibiru entity for any purpose, nor will anything contained herein be construed to confer on You such rights. Participating in a Campaign and/or possessing Tokens give You no rights for or against any additional Tokens.
- o You are advised that the Tokens may potentially be classified as a security in certain jurisdictions, such as the U.S., and that offers and sales of Tokens have not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws.
- o You understand and accept that the Tokens are provided to participants in a Campaign on an "AS IS" and "UNDER DEVELOPMENT" basis. The Participant assumes all risk and liability for the results obtained by the use of any Tokens and regardless of any oral or written statements, by way of technical advice or otherwise, related to the use of the Tokens. Nibiru makes no warranty regarding the functionality or future success of the Tokens.
- o The Nibiru project, its platforms, and the Tokens may undergo substantial development, as part of which they may become subject to significant conceptual, technical, financial or commercial changes.
- o You acknowledge that you should not and are not relying on any forward-looking statements of Nibiru or concerning Nibiru or the Tokens in any materials, written or otherwise, in participating in a Campaign.
- o You are not acquiring any Tokens, or any other benefits or rewards, for an illegal purpose.

4 - No Professional Advice

All information or content provided or displayed by Us or any third party as part of a Campaign is for informational purposes only and should not be construed as professional advice (including, without limitation, tax, legal, or financial advice). You should not take, or refrain from taking, any action based on any information or content displayed or provided associated with a Campaign. You should seek independent professional advice from an individual licensed and qualified in the area appropriate for such before You make any financial, legal, or other decisions where such is considered prudent. You acknowledge and agree that, to the fullest extent

permissible by law, You have not relied on us, or any content on the Campaign or any other content provided by Us for any professional advice related to its financial or legal behaviors

5 - No Fiduciary Duties

These Terms and Conditions, and the provision of any Campaign, are not intended to create any fiduciary duties between Us and You or anyone else. To the fullest extent permissible by law, You agree that Your participation in any Campaign does not cause Us or anyone else to owe fiduciary duties or liabilities to You or any third party. You further agree that the only duties and obligations that We or any Participant owes You, and the only rights You have related to these Terms and Conditions or Your participation in a Campaign, are those expressly set out in these Terms and Conditions or that cannot be waived by law.

6 - Other Terms and Limitations on Campaign Participant's Ability to Seek Legal Relief

YOU ACKNOWLEDGE THAT NEITHER NIBIRU, NOR ANY OF ITS TEAM MEMBERS, ARE LIABLE FOR ANY CLAIM RELATED TO THE CAMPAIGN OR TOKENS RECEIVED OR NOT RECEIVED PURSUANT THERETO.

FURTHER LIMITATION OF LIABILITY

To the fullest extent permitted under applicable law: (a) Nibiru will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, tort (including negligence), strict liability or other theory, including damages for loss of profits, use or data, loss of other intangibles, even if advised in advance of the possibility of such damages or losses; (b) without limiting the foregoing, Nibiru will not be liable for damages of any kind resulting from your use of or inability to participate in a Campaign, including from any virus or that may be transmitted in connection therewith, or any other security breach or loss of assets that may result; (c) your sole and exclusive remedy for dissatisfaction with the Campaign is to stop participating in the Campaign; and (d) the maximum aggregate liability of Nibiru for all damages, losses, and causes of action, whether in contract, tort (including negligence) or otherwise, shall be the greater of (i) five hundred (500) U.S. Dollars, or (ii) the total amount that You paid to Nibiru as part of a Campaign. All limitations of liability of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Nibiru and its affiliated entities and each of their personnel, and all of their respective successors and assigns.

Time Limit to Bring Claims is Six Months

You and Nibiru both agree that any claim or cause of action arising out of or related to any Campaign must commence within six (6) months after the cause of action arose; otherwise such claim or cause of action is permanently barred.

Indemnification

You agree to defend, indemnify, and hold harmless Us and our affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (1) Your violation of these Terms and Conditions; (2) Your participation in a Campaign, including use of or reliance on the content, services, and products therein; (3) Your use or reliance on of any information obtained associated with a Campaign; or (4) any

other party's access and participation in a Campaign with Your assistance or by using any device or account that You own or control.

Governing Law & Jurisdiction

All matters relating to a Campaign, these Terms and Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the British Virgin Islands without giving effect to any choice or conflict of law provision or rule.

Arbitration; Class Arbitration Waiver

Any dispute, controversy or claim arising out of, relating to, or in connection with Your participation in a Campaign, or in connection with these Terms and Conditions, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, shall be finally resolved by binding arbitration by the International Centre for Dispute Resolution ("ICDR") under its Rules of Arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. **The parties agree to arbitrate solely on an individual basis, and that these Terms and Conditions do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

You are responsible for reviewing changes to these Terms

We may make changes to these Terms from time to time without specifically notifying you. We will post the latest Terms, but it is up to you to review. If you continue to participate in a Campaign, your continued participation will mean that you have accepted any changes to the Terms.