

NIBIRU TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully, as it provides, among other things: (i) in Section 19, that you and Company will arbitrate certain claims instead of going to court and that you will not bring class-action claims against Company; (ii) in Section 3, that you are prohibited from taking certain actions in connection with your use of the Services (including circumvention of any restrictions such as “geoblocking”); and (iii) in Sections 15 and 16, that Company disclaims, and, to the extent permitted under applicable law, your right to recover from Company is limited, with respect to certain damages.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL ONLY CREATE AN ACCOUNT OR OTHERWISE USE THE SERVICES IF YOU AGREE TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS IN THIS AGREEMENT. YOUR ACCEPTANCE OF THIS AGREEMENT (INCLUDING BY CLICKING “I AGREE” OR SIMILAR) CREATES A LEGALLY BINDING CONTRACT BETWEEN YOU AND COMPANY.

If you are an individual accessing or using the Services on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “Organization”), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the individual using the Services and to any such Organization.

This Agreement is between you and Matrix Foundation, a Cayman Islands foundation company (“Nibiru” or “Company” or “we” or “us”) concerning your use of (including any access to): (a) the site currently located at nibiru.fi (the “Site”), (b) the distributed applications hosted by Company and available at app.nibiru.fi, any of Company’s web applications, and mobile applications (the “Apps”), and (c) associated sites hosted by Company and linked from the Site or the Apps, including any documentation available at docs.nibiru.fi and the software at github.com/NibiruChain (collectively, the “Services”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company through the Site, or otherwise made available to you by Company.

1. Access to the Services.

(a) **Conditions for Use.** By using the Services, you affirm, represent, warrant, and covenant that: (a) you are of legal age to enter into this Agreement; (b) you are not a person or an Organization who resides in, is a citizen of, is located in, is incorporated in, or has a registered office in the United States of America; (c) you are not a resident, national, or agent of the Crimea region, Cuba, Iran, North Korea, Syria, or any other country to which the United States, the United Kingdom, (as extended to the Cayman Islands by Statutory Instrument), the Cayman Islands, or the European Union embargoes goods or imposes similar sanctions; (d) you are not identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department’s Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and (e) you are not identified on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; and HM Treasury Sanctions List (as extended to the Cayman Islands by Statutory Instrument); Politically Exposed Persons List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.

(b) **Account Credentials.** You may need to register to use all or part of the Services. We may reject, or require that you change, any username, password or other information that you provide to us in registering. Your username and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your username or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your username or password, or your account.

(c) **Prohibition on Sharing.** You may not share an account, or any other user rights with any other individual or entity, unless otherwise expressly approved by us in writing. You may not share any login credentials or passwords regarding the foregoing with any other individual or entity. Your right to use or access the Services is personal to you and not assignable or transferable. You may not assign or transfer any account, or any other user rights with any other individual or entity.

(d) **Jurisdictional Limitations.** You further acknowledge that the information, products, and services provided in connection with the Services are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where the Company is not authorized to provide such information or services. Certain products and services described on the Services may not be available in all jurisdictions or to all clients.

(e) **Termination of Services.** At any time, your access to your tokens or other cryptocurrency assets in connection with the Services may be suspended or terminated, or there may be a delay in your access or use, which may result in your tokens or other cryptocurrency assets diminishing in value or you being unable to complete a smart contract. You acknowledge that the Services remain under development, which creates technological and security risks and uncertainty relating to digital assets and transactions.

2. **Information Submitted Through the Site.** Your submission of information through the Services is governed by Company's Privacy Policy, currently located at <https://nibiru.fi/marketing/assets/privacy-policy-nibiru.7d53e9d2.pdf> (the "Privacy Policy"). You represent and warrant that any information you provide in connection with the Services is and will remain accurate and complete, and that you will maintain and update such information as needed.

3. **Geoblocks.** Some transactions involving cryptographic assets on the Services, or other services linked to the Services, may implicate the securities or other laws of various jurisdictions. Without limiting the other terms of this Agreement, including Section 1(e), the Company "geoblocks" the Services, or certain parts of the Services, from being accessible in certain jurisdictions. You hereby agree that you will not attempt to circumvent or otherwise defeat or bypass any "geoblocks," and that any attempt to do so is a violation of this Agreement. You hereby acknowledge that any "geoblock," or the lack thereof, should not be taken as a statement by us or anyone else regarding the legality of any interaction with the Services, and that you bear independent responsibility to research, understand and comply with the laws of your jurisdiction with regard to any activity you propose to take.

4. **Acceptable Use.** You are responsible for obtaining, maintaining, and paying for all hardware, telecommunications, and other services needed to access and use the Services. In connection with the Services, you must not:

- use or attempt to use any other account on the Services that is not your account (or to connect with anyone else's wallet), unless authorized in writing;

- buy, sell, or otherwise trade in addresses, usernames, or other unique identifiers on the Services;
- reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized herein, without Company’s express prior written consent;
- reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly prohibited by applicable laws;
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without Company’s express prior written consent. You may crawl the website to index it for a publicly available search engine, so long as you abide by the rules of any robots.txt file on the website;
- send advertisements, chain letters, or other solicitations through the Services, or use the Services to gather addresses for distribution lists;
- interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks;
- send e-mail to distribution lists, newsgroups, or group mail aliases;
- falsely imply that you’re affiliated with or endorsed by Company;
- frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without Company’s express prior written consent, including by iframes or similar methods;
- disable, avoid, or circumvent any security or access restrictions of the Services;
- strain infrastructure of the Services with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems the Company uses to provide the Services;
- remove any copyright, trademark or other proprietary rights notice from the Services;
- encourage or help any third party to violate this Agreement;
- harvest or collect information about users of the Services;
- restrict or inhibit any other person from using the Services;
- systematically download and store Site content; and
- use the Site for any purpose that is unlawful, fraudulent, or otherwise tortious or unlawful.

5. **Transactions.** We may make available the ability to purchase or otherwise obtain certain products and services through the Services (a “Transaction”). If you wish to make a Transaction, you may be asked

to pay a fee to Company or to third parties, such as gas charges on Ethereum, Nibiru, or Cosmos blockchains to perform a Transaction, and to supply certain relevant payment information in connection with such fees. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY PAYMENT METHOD THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION. **You acknowledge and agree that Company has no control over such Transactions, the method of payment for such Transactions, or any actual or potential payments for Transactions.** Accordingly, you agree that prior to initiating a Transaction, you will maintain a sufficient balance of the applicable cryptocurrency tokens stored at your protocol-compatible wallet address, to complete any Transaction on the blockchain or the Services. You agree to pay all fees incurred by you or on your behalf through the Services, at the prices in effect when such fees are incurred. You agree that you are responsible for any taxes applicable to your Transactions. By making a Transaction, you represent that the applicable Products will be used only in a lawful manner. You acknowledge that the cost of Transactions or otherwise transacting on the Services is variable and subject to increase at any time, which may result in price fluctuations or increased costs when using the Services. **Transactions entered into in connection with the Services are irreversible and final and there are no refunds.**

6. **Reservation of Rights.** Company reserves the right, including without prior notice to you, (a) to limit the available quantity of or discontinue making available any product (b) to bar any user from making any Transaction, and (c) to refuse to provide any user with access to the Services.

7. **Your Content.** You may make available certain materials (each, a “Submission”) through or in connection with the Services, including on profile pages or on the Site’s interactive services, such as message boards and other forums, chatting, commenting and other messaging functionality. Company has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK. In connection with the Services, you must not:

- post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner;
- post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”); and
- hyperlink to images or other non-hypertext content on the Services.

8. **License.** For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Services or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Services, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

9. **Monitoring.** We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Services, or analyze your access to or use of the Services. We may disclose information regarding your access to and use of the Services, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

10. **Your Limited Rights.** Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use. The Apps are licensed (not sold) to end users. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Apps, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Apps on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the Apps and remove (that is, uninstall and delete) the Apps from your mobile device.

11. **Company’s Proprietary Rights.** We and our suppliers own the Services, which is protected by proprietary rights and laws. Our trade names, trademarks and service marks, and any associated logos. All trade names, trademarks, service marks and logos on the Site not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

12. **Third Party Materials; Links.** Certain Services functionality may make available access to information, products, services and other materials made available by third parties, including Submissions (“Third Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials. We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Site at any time. In addition, the availability of any Third Party Materials through the Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal

relationship between you and any such provider. YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

13. **Open Source.** You acknowledge that the Services may use, incorporate, or link to certain open-source materials, including the MIT License (a copy of which as it applies to the Services can be found at <https://github.com/NibiruChain>), and that your use of the Services is subject to applicable open-source licenses that govern any such open-source materials, and you agree to comply with such open-source licenses. If the terms of such open-source licenses conflict with the terms of this Agreement, the terms of such open-source licenses will control. You acknowledge that the Company is not registered or licensed by the US Commodity Futures Trading Commission, the US Securities and Exchange Commission, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Company-developed open-source software. The Services and the Company-developed open-source software do not constitute advice or a recommendation concerning any commodity, security, or other digital asset or instrument. The Company is not acting as an investment adviser or commodity trading adviser to any person or entity.

14. **Disclosures.** You understand that the Company does not operate a digital asset or derivatives exchange platform, nor does Company offer brokerage, legal, advisory, custody, trade execution, nor clearing services, and the Company has no oversight, involvement, or control concerning your Transactions and receives no fees therefrom. All Transactions between users of Company-operated open-source software are executed peer-to-peer directly between users' Nibiru addresses via a smart contract, or between a Nibiru address and external address, on blockchains such as Ethereum or Gaia via IBC transfer or another bridging mechanism.

(a) You acknowledge that use of the Services, including, without limitation, the facilitation of trading digital assets, borrowing or supplying digital assets, trading on margin, and entering into derivatives and swaps contracts, may carry financial risk, especially when trading on margin. **YOU ACKNOWLEDGE AND AGREE THAT YOU WILL ACCESS AND USE THE SERVICES AT YOUR OWN RISK.** You accept all consequences of using the Services, including the risk that you may lose access to your digital assets indefinitely. Notwithstanding anything to the contrary in this Agreement, all Transaction decisions are made solely by you, and we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Services for performing digital asset Transactions, including entering into margin position or derivative or swap contracts.

(b) You acknowledge and agree that you alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to blockchain resources and your blockchain wallet, including digital assets you transfer into the Nibiru-developed smart contracts or Cosmos modules.

(c) You represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given Transaction and the underlying digital assets, including any margin.

(d) You represent and warrant that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any Transaction conducted in connection with the Services or any digital asset.

(e) No information contained in the publicly available portions of the Services is a recommendation, solicitation or offer to buy or sell any securities, options or other financial instruments or other assets or provide any investment or professional advice or service. No statement made herein constitutes an offer to sell or a solicitation of an offer to buy a note or other security. The information contained in the Services has been prepared without reference to anyone's investment requirements or financial situation. You acknowledge and agree that you are not relying on the Company or any Affiliated Entities (as defined in Section 15) in making an investment, legal, financial, or other decision. We do not endorse any investments and shall not be responsible in any way in connection therewith.

15. **DISCLAIMER OF WARRANTIES.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND ANY PRODUCTS AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Services, we do not guarantee that the Services is or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. The Services may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. We are not responsible for any of the foregoing. If you become aware of any such alteration, contact us at legal@nibiru.fi with a description of such alteration and its location on the Services.

16. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) COMPANY 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, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SERVICES; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) FIVE HUNDRED CAYMAN ISLANDS DOLLARS OR (II) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO USE THE SERVICES. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

17. **Indemnity.** To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Services

(including all Transactions and Submissions); and (b) any violation or alleged violation of this Agreement by you.

18. **Termination.** This Agreement is effective until terminated. Company may terminate or suspend your use of the Services at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the terms and conditions of this Agreement. Upon any such termination or suspension, your right to use the Services will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your username, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2–9 and 12–23 shall survive any expiration or termination of this Agreement.

19. **Governing Law; Arbitration.**

(a) Every section of this Agreement shall be governed by the laws of the Cayman Islands, without regard to its principles of conflicts of law, and regardless of your location.

(b) **YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.**

(c) Any dispute, controversy, or claim arising out of or relating to this Agreement and/ or the Services under these terms, including the formation, interpretation, breach, termination or validity thereof, including whether the claims asserted are arbitrable, shall be referred to and finally settled by binding arbitration in English, by one arbitrator, and conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the “JAMS Rules”), except as modified by this Agreement. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>. The arbitrator’s judgment will be final and enforceable in any court of competent jurisdiction. The arbitrator will have exclusive authority to decide all issues relating to the formation, interpretation, breach, applicability, termination, validity, enforceability and scope of this Agreement.

(d) As limited exceptions to the requirement for arbitration: (a) we may seek to resolve a dispute in small claims court if it qualifies, (b) enforce final judgments of the arbitrator in any court of competent jurisdiction, and (c) retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(e) The arbitrator shall determine all issues of liability on the merits of any claim asserted by either you or us. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration. Such arbitration will be conducted in the Cayman Islands unless you and Company both agree to a different location, but will be conducted remotely to the extent permitted by the JAMS Rules.

20. **Changes.** The Company may make modifications, deletions, and/or additions to this Agreement (“Changes”) at any time. Changes will be effective upon the earlier of: (a) thirty (30) days after the

Company provides notice of the Changes, whether such notice is provided through the Services user interface, is sent to the e-mail address associated with your account, or otherwise or (b) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes. We may, at any time and without liability, (a) modify or discontinue all or part of the Services (including access to the Site via any third-party links), (b) charge, modify or waive any fees required to use the Services, or (c) offer opportunities to some or all users of the Services.

21. **Contact.** If you have a question or complaint regarding the Services, please send an e-mail to legal@nibiru.fi. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. We may notify you using the e-mail address you provide for your account on the Services, or by posting a message to the Site or your account page.

22. **Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.