

## TERMS OF SERVICE

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Welcome to the Terms of Service (these “**Terms**”) for the website, [omni.network](https://omni.network) (the “**Website**”), in each case, operated by or on behalf of Omni Network Foundation (“**Organization**”, “**we**” or “**us**”). The Website and any content, tools, documentation, features and functionality offered on or through the Website are collectively referred to as the “**Services**”.

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

**SECTION 7 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE ORGANIZATION’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 7.**

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- 2.3. **RIGHT TO USE SERVICES.** WE HEREBY PERMIT YOU TO USE THE SERVICES FOR YOUR INTERNAL USE ONLY, PROVIDED THAT YOU COMPLY WITH THESE TERMS IN CONNECTION WITH ALL SUCH USE. IF ANY SOFTWARE, CONTENT OR OTHER MATERIALS OWNED OR CONTROLLED BY US ARE DISTRIBUTED TO YOU AS PART OF YOUR USE OF THE SERVICES (SUCH AS THE DOCUMENTATION), WE HEREBY GRANT YOU A PERSONAL, NON-ASSIGNABLE, NON-SUBLICENSABLE, NON-TRANSFERRABLE, AND NON-EXCLUSIVE RIGHT AND LICENSE TO DOWNLOAD, ACCESS AND DISPLAY SUCH SOFTWARE, CONTENT AND MATERIALS PROVIDED TO YOU AS PART OF THE SERVICES, IN EACH CASE FOR THE SOLE PURPOSE OF ENABLING YOU TO USE THE SERVICES AS PERMITTED BY THESE TERMS. YOUR ACCESS AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SERVICE OR OTHER ACTIONS THAT ORGANIZATION, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE.....10
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- 8.2. **SUSPENSION; TERMINATION.** IF YOU BREACH ANY OF THE PROVISIONS OF THESE TERMS, ALL LICENSES GRANTED BY THE ORGANIZATION WILL TERMINATE AUTOMATICALLY. ADDITIONALLY, THE ORGANIZATION MAY, IN ITS SOLE DISCRETION, SUSPEND OR TERMINATE YOUR ACCESS TO OR USE OF ANY OF THE SERVICES, WITH OR WITHOUT NOTICE, FOR ANY OR NO REASON, INCLUDING, WITHOUT LIMITATION, (I) IF WE BELIEVE, IN OUR SOLE DISCRETION, YOU HAVE ENGAGED IN ANY OF THE PROHIBITED ACTIVITIES SET FORTH IN SECTION 2.4; (II) IF YOU PROVIDE ANY INCOMPLETE, INCORRECT OR FALSE INFORMATION TO US; (III) IF YOU HAVE BREACHED ANY PORTION OF THESE TERMS; AND/ OR (IV) IF WE DETERMINE SUCH ACTION IS NECESSARY TO COMPLY WITH THESE TERMS, ANY OF OUR POLICIES, PROCEDURES OR PRACTICES, OR ANY LAW RULE OR REGULATION. ALL SECTIONS WHICH BY THEIR NATURE SHOULD SURVIVE THE TERMINATION OF THESE TERMS SHALL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING ANY TERMINATION OF THIS AGREEMENT BY THE ORGANIZATION OR YOU. TERMINATION WILL NOT LIMIT ANY OF THE ORGANIZATION'S OTHER RIGHTS OR REMEDIES AT LAW OR IN EQUITY.....17
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- 8.4. **FORCE MAJEURE.** WE WILL NOT BE LIABLE OR RESPONSIBLE TO YOU, NOR BE DEEMED TO HAVE DEFAULTED UNDER OR BREACHED THESE TERMS, FOR ANY FAILURE OR DELAY IN FULFILLING OR PERFORMING ANY OF OUR OBLIGATIONS UNDER THESE TERMS OR IN PROVIDING THE SERVICES, WHEN AND TO THE EXTENT SUCH FAILURE OR DELAY IS CAUSED BY OR RESULTS FROM ANY EVENTS BEYOND OUR ABILITY TO CONTROL, INCLUDING ACTS OF GOD; FLOOD, FIRE, EARTHQUAKE, EPIDEMICS, PANDEMICS, TSUNAMI, EXPLOSION, WAR, INVASION, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), TERRORIST THREATS OR ACTS, RIOT OR OTHER CIVIL UNREST, GOVERNMENT ORDER, LAW, OR ACTION, EMBARGOES OR BLOCKADES, STRIKES, LABOR STOPPAGES OR SLOWDOWNS OR OTHER INDUSTRIAL DISTURBANCES, SHORTAGE OF ADEQUATE OR SUITABLE INTERNET CONNECTIVITY, TELECOMMUNICATION BREAKDOWN OR SHORTAGE OF ADEQUATE POWER OR ELECTRICITY, AND OTHER SIMILAR EVENTS BEYOND OUR CONTROL. ....17

**8.5. MISCELLANEOUS. 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. THESE TERMS AND THE LICENSES GRANTED HEREUNDER MAY BE ASSIGNED BY THE ORGANIZATION BUT MAY NOT BE ASSIGNED BY YOU WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE ORGANIZATION. NO WAIVER BY EITHER PARTY OF ANY BREACH OR DEFAULT HEREUNDER SHALL BE DEEMED TO BE A WAIVER OF ANY PRECEDING OR SUBSEQUENT BREACH OR DEFAULT. THE SECTION HEADINGS USED HEREIN ARE FOR REFERENCE ONLY AND SHALL NOT BE READ TO HAVE ANY LEGAL EFFECT. THESE TERMS ARE GOVERNED BY THE LAWS OF THE BRITISH VIRGIN ISLANDS, WITHOUT REGARD TO CONFLICT OF LAWS RULES, AND THE PROPER VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATING TO ANY OF THE SAME WILL BE THE COURTS LOCATED IN THE BRITISH VIRGIN ISLANDS. ....17**

**8.6. HOW TO CONTACT US. YOU MAY CONTACT US REGARDING THE SERVICES OR THESE TERMS BY E-MAIL AT [LEGAL@OMNI.NETWORK](mailto:LEGAL@OMNI.NETWORK).....17**

## **1. WHO MAY USE THE SERVICES**

1.1. Eligibility. You must be 18 years of age or older and not be a Prohibited Person to use the Services. A “**Prohibited Person**” is any person or entity that is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department’s list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the E.U. Consolidated List of persons and the U.K. Consolidated List of Financial Sanctions Targets, (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as “terrorist supporting” by the United Nations or the governmental authority of the European Union, United Kingdom or the United States, or (c) owned or controlled by such persons or entities listed in (a)-(b). You acknowledge and agree that you are solely responsible for complying with all applicable laws of the jurisdiction you are a resident of, or located or accessing the Services from, in connection with your use of the Services. By using the Services, you represent and warrant that you meet these requirements and will not be using the Services for any illegal activity or to engage in the prohibited activities in Section 2.4.

## **2. RIGHTS WE GRANT YOU**

- 2.1. The Omni protocol is an interoperability protocol that facilitates communications between diffident blockchain networks (the “**Protocol**”). The Protocol, including the underlying smart contracts, are not part of the Services. Certain elements of the Protocol are made publicly available under an open-source or source-available license (e.g., at <https://github.com/omni-network/omni>), and these Terms do not override or supersede the terms of those licenses.
- 2.2. Documentation. The Services may display, include or make available documentation, blog posts and other descriptions or materials provided related to the Protocol (as defined below) (collectively, “**Documentation**”). The Documentation is part of the Services.
- 2.3. Right to Use Services. We hereby permit you to use the Services for your internal use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services (such as the Documentation), we hereby grant you a personal, non-assignable, non-

sublicensable, non-transferrable, and non-exclusive right and license to download, access and display such software, content and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Organization, in its sole discretion, may elect to take.

**2.4. Restrictions On Your Use of the Services.** You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our permission to do so whether under these Terms or under a separate agreement:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- (b) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (c) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- (d) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (e) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;
- (f) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (g) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (h) submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, or otherwise objectionable;
- (i) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (j) access or use the Services in any way not expressly permitted by these Terms.

**3. OWNERSHIP**

**3.1. Ownership of the Services.** The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Organization and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such

ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.

3.2. **Ownership of Feedback.** We welcome feedback, bug reports, comments and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Organization, and the Organization may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Organization any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

#### **4. THIRD PARTY SERVICES AND MATERIALS**

4.1. **Third Party Services and Materials.** The Services may display, include or make available services, content, data, information, applications or materials from third parties or provide links to certain third party websites (“**Third-Party Services and Materials**”). The Organization does not endorse any Third-Party Services and Materials. You agree that your access and use of such Third-Party Services and Materials is governed solely by the terms and conditions of such Third-Party Services and Materials, as applicable. The Organization is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services and Materials, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services and Materials. The Organization is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services and Materials or websites. You irrevocably waive any claim against the Organization with respect to such Third-Party Services and Materials. We are not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Third-Party Services and Materials, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services and Materials. Third-Party Services and Materials and links to other websites are provided solely as a convenience to you.

#### **5. LOCATION OF OUR PRIVACY POLICY**

5.1. **Privacy Policy.** Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at <https://drive.google.com/file/d/1-zL69dMPM3FVCjzygMuu4hKpzGgirtec/view?usp=sharing>.

#### **6. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

6.1. **Disclaimers.**

- (a) We do not control all activity and data on the Protocol itself, nor do we take possession, custody, or control over any digital assets on the Protocol. You acknowledge and agree that we make no representations and warranties with respect to the Protocol. While we attempt to be as accurate as we can in our Documentation, we do not warrant that the Documentation is accurate, complete, reliable, current, or error-free.
- (b) Your access to and use of the Services (including, for clarity, the Documentation) and the Protocol is entirely at your own risk. You understand and agree that the Services are

provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Organization, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Organization Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES RELATING TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, USAGE, QUALITY, PERFORMANCE, SUITABILITY OR FITNESS OF THE SERVICES AND THE PROTOCOL FOR ANY PARTICULAR PURPOSE, OR AS TO THE ACCURACY, QUALITY, SEQUENCE, RELIABILITY, WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN WHETHER LATENT OR PATENT. The Organization Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services (including the Documentation) and the Protocol; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or the Protocol; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services or the Protocol will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) whether the Services or the Protocol will protect your assets from theft, hacking, cyber attack, or other form of loss caused by third party conduct. Nothing contained in the Services constitutes, or is meant to constitute, financial, legal or other professional advice of any kind. If you require advice in relation to any financial, legal or other professional matter you should consult an appropriate professional. No advice or information, whether oral or written, obtained from the Organization Entities or through the Services, will create any warranty or representation not expressly made herein.

- (c) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN SECTION 6.2 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
  - (d) THE ORGANIZATION ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.
  - (e) YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE ORGANIZATION ENTITIES WILL BE RESPONSIBLE FOR.
- 6.2. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE ORGANIZATION ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR

TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE ORGANIZATION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. THE ORGANIZATION ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE ORGANIZATION ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR OFFERINGS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.3. Acknowledgement; Assumption of Risks.

- (a) By using the Services, you represent that you have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain technologies, cryptocurrencies and other digital assets, storage mechanisms, and blockchain-based software systems to be able to assess and evaluate the risks and benefits of the Services contemplated hereunder, and will bear the risks thereof, including loss of all amounts paid, and the risk that the cryptocurrencies and other digital assets may have little or no value. You acknowledge and agree that there are risks associated with purchasing and holding cryptocurrency and using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.
- (b) Smart contracts execute automatically when certain conditions are met. We do not have the ability to reverse a transaction that is recorded on a public blockchain. You are responsible for ensuring that any details entered you enter in connection with a transaction using any smart contracts are accurate and complete. Further, since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects to digital assets, including but not limited to significant volatility and risk of loss.
- (c) You acknowledge that there are inherent risks associated with using or interacting with public blockchains and blockchain technology. There is no guarantee that such technology will be unavailable or subject to errors, hacking or other security risks. Underlying blockchain protocols may also be subject to sudden changes in operating rules, including forks, and it is your responsibility to make yourself aware of upcoming operating changes.

6.4. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Organization Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Organization Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; or (d) your negligence or wilful misconduct. If you are obligated to indemnify any Organization Entity hereunder, then you agree that Organization (or, at its discretion, the applicable Organization Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Organization

wishes to settle, and if so, on what terms, and you agree to fully cooperate with Organization in the defense or settlement of such claim.

- 6.5. **Third Party Beneficiaries.** You and the Organization acknowledge and agree that the Organization Entities (other than the Organization) are third party beneficiaries of these Terms, including under Sections 6 and 7.

## 7. ARBITRATION AND CLASS ACTION WAIVER

- 7.1. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

- 7.2. **Informal Process First.** You and the Organization agree that in the event of any dispute between you and the Organization Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Organization agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

- 7.3. **Arbitration Agreement and Class Action Waiver.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to the Services and any usage of the Protocol, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Organization agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with the Organization, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Organization are each waiving the right to trial by jury or to participate in a class action or class arbitration.**

- 7.4. **Exceptions.** Notwithstanding the foregoing, you and the Organization agree that the following types of disputes will be resolved in a court of proper jurisdiction: (i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; (ii) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or (iii) intellectual property disputes.

- 7.5. **Costs of Arbitration.** Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Organization will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, you agree to reimburse the Organization for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Organization before the arbitrator was appointed, the Organization will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

**7.6. Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to legal@omni.network. The notice must be sent to the Organization within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Organization also will not be bound by them.**

**7.7. WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.**  
To the fullest extent permitted by applicable law, you and the Organization each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). You and the Organization AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and the Organization EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and the Organization agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

## **8. ADDITIONAL PROVISIONS**

**8.1. Updating These Terms.** We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as

of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

- 8.2. **Suspension; Termination.** If you breach any of the provisions of these Terms, all licenses granted by the Organization will terminate automatically. Additionally, the Organization may, in its sole discretion, suspend or terminate your access to or use of any of the Services, with or without notice, for any or no reason, including, without limitation, (i) if we believe, in our sole discretion, you have engaged in any of the prohibited activities set forth in Section 2.4; (ii) if you provide any incomplete, incorrect or false information to us; (iii) if you have breached any portion of these Terms; and/or (iv) if we determine such action is necessary to comply with these Terms, any of our policies, procedures or practices, or any law rule or regulation. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Organization or you. Termination will not limit any of the Organization's other rights or remedies at law or in equity.
- 8.3. **Injunctive Relief.** You agree that a breach of these Terms will cause irreparable injury to the Organization for which monetary damages would not be an adequate remedy and the Organization shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 8.4. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.
- 8.5. **Miscellaneous.** 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. These Terms and the licenses granted hereunder may be assigned by the Organization but may not be assigned by you without the prior express written consent of the Organization. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. These Terms are governed by the laws of the British Virgin Islands, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the courts located in the British Virgin Islands.
- 8.6. **How to Contact Us.** You may contact us regarding the Services or these Terms by e-mail at [legal@omni.network](mailto:legal@omni.network).