

TERMS AND CONDITIONS

Last modified: 28th of October, 2024

THIS IS AN IMPORTANT DOCUMENT.

These Terms contain the terms and conditions for the provision and use of the Kyros Protocol, along with any electronic form or contract executed therethrough.

PLEASE READ IT CAREFULLY.

IMPORTANT NOTICE

ACCESSING OR USING THE SERVICE MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AS OFFERING THE SERVICE MAY BE SUBJECT TO LEGAL INVESTMENT LAWS AND REGULATIONS.

THE SERVICE IS NOT AVAILABLE TO ANYONE RESIDING OR OTHERWISE ESTABLISHED IN A JURISDICTION WHERE VIRTUAL ASSETS AND/OR THEIR USE CONTRAVENES APPLICABLE LAWS AND/OR ARE DEEMED TO BE FINANCIAL INSTRUMENTS.

PRIOR TO ACCESSING OR USING THE SERVICE YOU MUST INFORM YOURSELF OF AND OBSERVE ANY RESTRICTIONS APPLICABLE TO YOU. A FAILURE TO COMPLY WITH APPLICABLE RESTRICTIONS MAY CONSTITUTE A VIOLATION BY YOU OF THE LAWS AND REGULATIONS IN YOUR JURISDICTION.

TERRITORIAL LIMITATION

THE SERVICE IS NOT AVAILABLE IN BELARUS, BURUNDI, THE CENTRAL AFRICAN REPUBLIC, THE DEMOCRATIC REPUBLIC OF CONGO, THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA, THE TEMPORARILY OCCUPIED REGIONS OF UKRAINE, CUBA, IRAN, IRAQ LIBYA, THE PEOPLE'S REPUBLIC OF CHINA, THE RUSSIAN FEDERATION, SOMALIA, SUDAN, SOUTH SUDAN, SYRIA, VENEZUELA, THE UNITED STATES OF AMERICA (INCLUDING ITS OVERSEAS TERRITORIES), YEMEN AND ZIMBABWE.

THE SERVICE HAS NOT BEEN OR WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. CONSEQUENTLY, THE SERVICE MAY NOT BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS AS SUCH TERMS ARE DEFINED IN REGULATIONS UNDER THE SECURITIES ACT OR TO ANY U.S. CITIZENS (AS DEFINED IN 8 U.S.C.

Legal Agreement

These Kyros Service Terms and Conditions (the “**Terms**”), constitute a legally binding agreement by and between Kyros DAO LLC (“**Company**”, “**Kyros**” or “**we**”) and you as a user of the Service (collectively and as applicable, “**you**” and “**your**”). Company and You may be referred to throughout these Terms collectively as the “**Parties**” or individually as a “**Party**”.

By accessing or using our Service, you accept and agree to be bound by and to comply with these Terms (the “**Agreement**”). **You are entering into a binding Agreement.** If you do not agree to these Terms, you must not access or use our Service. You must be able to form a legally binding contract online either on behalf of a company or as an individual. Accordingly, you represent that: (a) if you are agreeing to these Terms on behalf of a company or other legal entity, you have the legal authority to bind the company or other legal entity to these Terms; and (b) you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms. You further represent that you are not a citizen, resident, or agent of, or an entity organized, incorporated or doing business in, Belarus, Burundi, the temporarily occupied regions of Ukraine, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which the United States (including its overseas territories), the United Kingdom, the European Union or any of its member states or the United Nations or any of its member states (collectively, the “**Major Jurisdictions**”) embargoes goods or impose similar sanctions (such embargoed or sanctioned territories, collectively, the “**Restricted Territories**”); (ii) you are not, and do not directly or indirectly own or control, and have not received any assets from, any blockchain address that is, listed on any sanctions list or equivalent maintained by any of the Major Jurisdictions (such sanctions-listed persons, collectively, “**Sanctions Lists Persons**”); and (iii) you do not intend to transact in or with any Restricted Territories or Sanctions List Persons, or where your use of the Protocol (as defined below) and Service would be illegal or otherwise violate any applicable law. You further represent that your access and use of the Protocol or Service will fully comply with all applicable laws and regulations, and that you will not access or use the Protocol or Service to conduct, promote, or otherwise facilitate any illegal activity.

By accessing or using the Protocol, you agree that Kyros does not provide execution or clearing services of any kind and is not responsible for the execution or clearing of transactions automated through Kyros software. Furthermore, by accessing or using our Service, you acknowledge and accept that Kyros does not operate an exchange or a trading facility, act as a bank, as a custodian, as a securities firm or as a broker or dealer, and it does under no circumstances provide investment, tax, or legal advice to its Users.

1. Definitions

For the purpose of these Terms, the following capitalized terms shall have the following meanings:

- 1.1. **"Affiliate"** means, with respect to a party to these Terms, any legal entity that, directly or indirectly controls, is controlled by, or is under common control with such party.
- 1.2. **"Applicable Law"** means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority having jurisdiction over the Company, you, the Protocol or the Service, or as otherwise duly enacted, enforceable by law, the common law or equity.
- 1.3. **"Applicable Network"** means each respective blockchain network supported by the Protocol to perform any of the Services, as displayed on the Interface at any given time.
- 1.4. **"Applicable Network Token"** means a utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Applicable Network.
- 1.5. **"Wallet Address"** means the unique public key virtual asset identifier that points to an Applicable Network-compatible wallet to which Applicable Network tokens may be sent or stored.
- 1.6. **"Kyros Smart Contracts"** means the proprietary Smart Contracts (as defined below) developed by Kyros for the purpose of facilitating staking virtual assets once again after the initial staking period, for the purpose of these staked virtual assets to be used in another staking programme or platform.
- 1.7. **"Governmental Authority"** includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.
- 1.8. **"Interface"** means the Kyros Website located at <https://kyros.fi>, and all associated sites linked thereto by the Company and its Affiliates.
- 1.9. **"Protocol"** means the Interface taken together with the underlying Kyros Smart Contracts connected to it, which includes, for certainty, Kyros's decentralized application layer on the Applicable Network.
- 1.10. **"Service"** has the meaning set out in Section 2.1.
- 1.11. **"Smart Contract"** means a computer program or a transaction protocol that is intended to automatically execute, control or document legally relevant events and actions which exist across a distributed, decentralized blockchain network.
- 1.12. **"Virtual Asset"** means a digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes. Virtual Assets do not include digital representations of securities and other financial assets.

2. The Service

2.1. The Service. The primary purpose of the Service is to enable users to interact with the Kyros Smart Contracts (the **"Service"**).

2.2. Gas Charges. The Service involves the use of various blockchain networks, which may require that you pay a fee, commonly known as “Gas Charges,” for the computational resources required to perform a transaction on the Applicable Network. You acknowledge and agree that Kyros has no control over: (a) any Applicable Network transactions; (b) the method of payment of any Gas Charges; or (c) any actual payments of Gas Charges. Accordingly, You must ensure that you have a sufficient balance of Applicable Network Tokens stored in your Wallet Address to complete any transaction on the Applicable Network before initiating such Applicable Network transaction. We will make reasonable efforts to notify you of any Gas Charges before initiating any Service that requires the use of the Applicable Network.

2.3. Conditions and Restrictions. We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of, the Service, with or without prior notice.

2.4. Your Responsibilities. As a condition to accessing or using the Service, you shall:

- (a) only use the Service for lawful purposes and in accordance with these Terms;
- (b) ensure that, at all times, all information that you provide on the Interface is current, complete and accurate; and
- (c) maintain the security and confidentiality of your Wallet Address.

2.5. Unacceptable Use or Conduct. As a condition to accessing or using the Service, you will not:

- (a) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws, such as the Bank Secrecy Act, each as may be amended;
- (b) infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Service;
- (c) use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- (d) attempt to circumvent any content filtering techniques or security measures that Kyros employs on the Protocol, or attempt to access any service or area of the Protocol that you are not authorized to access;
- (e) use the Service to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (f) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Protocol or to extract data;
- (g) introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Protocol;
- (h) provide false, inaccurate, or misleading information;
- (i) post content or communications on the Interface that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- (j) post content on the Interface containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service;

(k) use the Protocol from a jurisdiction that we have, in our sole discretion, or a relevant Governmental Authority has determined is a jurisdiction where the use of the Protocol or Service is prohibited; or

(l) encourage or induce any third party to engage in any of the activities prohibited under this Section 2.5.

2.6. Your Content. You hereby grant to us a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any content that is available via the Protocol and results of your use of the Service (collectively, “**Your Content**”), including, without limitation, for promoting Kyros (or its Affiliates), the Service. You represent and warrant that: (a) you own your Content or have the right to grant the rights and licenses in these Terms; and (b) your Content and our use of your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party’s rights.

3. No Fiduciary Duties

3.1. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as, financial and / or investment advice.

3.2. The Company is not a party to any transaction on the blockchain networks underlying the Service; we do not have possession, custody or control over any Virtual Assets appearing on the Service; and we do not have possession, custody, or control over any user’s Virtual Assets. You understand that when you interact with the Kyros Smart Contracts, you retain control over your Virtual Assets at all times. The private key associated with the wallet address from which you transfer Virtual Assets or the private key associated is the only private key that can control the Virtual Assets you transfer into the smart contracts. You alone are responsible for securing your private keys. We do not have access to your private keys. Due to the non-custodial and decentralized nature of the technology, you acknowledge and agree that we are not intermediaries, brokers, agents, advisors, or custodians.

4. Kyros Website Terms

4.1. The access and use of <https://kyros.fi> (the “**Kyros Website**”) is subject to the separate terms of the Kyros Website. You further acknowledge that you have carefully read and have accepted the Terms of Use located on the Kyros Website (the “**Kyros Website Terms**”) because the Kyros Website Terms govern Your use of the Kyros Website. If there is a conflict between the Kyros Website Terms and these Terms with respect to the Service, these Terms shall prevail.

4.2. As a condition of using the Kyros Website, and any time you provide your information (including personal information (also known as personally identifiable information or personal data) to Company or that Company collects from you when using the Kyros Website, if and when applicable (including information collected automatically by the use of cookies or other similar technologies), you agree to the collection, use, storage, sharing (i.e., by way of example only, with Company, its affiliates, and with third-party partners, service providers, etc.), transfer, and processing of your information by Company for the purposes of providing the Kyros Website and the services available therein, to administer the Service, and to comply with applicable laws, rules, and regulations.

5. Proprietary Rights

5.1. Ownership of Service; License to the Service. Excluding any third-party software that the Protocol or Service incorporate, as between you and Kyros, Kyros owns the Protocol, including all technology, content, and other materials used, displayed or provided on the Interface or in connection with the Protocol (including all intellectual property rights subsisting therein). Provided that you are eligible, Kyros hereby grants you a single, personal, limited license to access and use the Protocol. This license is non-exclusive, non-transferable, and freely revocable by Kyros at any time without notice or cause. Use of the Interface, Protocol, Service or their contents for any purpose not expressly permitted by this Agreement is strictly prohibited.

5.2. Trademarks. Any of Kyros's product or service names, logos, and other marks used in the Protocol or as a part of the Service, including Kyros's name and logo are trademarks owned by Kyros, its Affiliates or its applicable licensors. You may not copy, imitate or use them without Kyros's (or the applicable licensor's) prior written consent.

6. Changes, Suspension, Termination

6.1. Changes to Service. We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Service, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

6.2. No Liability. We will not be liable for any losses suffered by you resulting from any modification to the Service or from any suspension or termination, for any reason, of your access to all or any portion of the Protocol or the Service.

6.3. Survival. The following sections will survive any termination of your access to the Protocol or the Service, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 3, 5, 7, 9, 12, 13 and 14.

7. Assumption of Risk

By accessing and using the Service, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of Virtual Assets. You further understand that the markets for these Virtual Assets are highly volatile due to factors including (but not limited

to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as the Applicable Network are variable and may increase dramatically at any time. You further acknowledge the risk that your Virtual Assets may lose some or all of their value while they are supplied to the Service. Use of the Protocol involves the use of the Applicable Network, which may require that you pay Gas Charges, as described Section 2.2. above. You acknowledge and agree that we have no control over: (a) any Applicable Network transactions; (b) the method of payment of any Gas Charges; or (c) any actual payments of Gas Charges. Accordingly, you must ensure that you have a sufficient balance of Applicable Network Tokens stored at your Wallet Address to complete any transaction on the Applicable Network before initiating such Applicable Network transaction. You represent and warrant that you have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of engaging in transactions through the Service. You acknowledge and understand that the Protocol allocates your Virtual Assets to third-party decentralized web protocols for various purposes and that we are not responsible or liable for these transactions or the operation of these third-party protocols. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing or using the Protocol or the Service. You further acknowledge that you are solely responsible for determining whether any transaction placed through the Protocol, is appropriate, suitable, adapted to your financial situation, personal objectives, financial circumstances, and risk tolerance. You should consult a legal, financial or tax professional regarding your specific situation before engaging in any transaction through the Protocol . We are not responsible for the operation of the Protocol or any underlying Smart Contracts which the Protocol links to, and we make no guarantee of their functionality, security, or availability. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Service and interacting with the Protocol.

8. Third-Party Resources and Promotions

The Protocol may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Protocol or Service. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions. You acknowledge that the Service links to certain open-source components and that your use of the Protocol and the Service is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “**Open-Source Licenses**”). Without limiting the generality of the foregoing, you may not: (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Protocol; (b) use the Protocol for time-sharing or service bureau

purposes; or (c) otherwise use the Protocol or Service in a manner that violates any license hereunder.

9. Indemnification

You will defend, indemnify, and hold harmless us, our Affiliates, and our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "**Indemnified Parties**") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of, or conduct in connection with, the Service; (b) Applicable Network assets associated with your Wallet Address; (c) any feedback or user content you provide to the Protocol, if any; (d) your violation of these Terms; or (e) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Kyros (or, at its discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Kyros wishes to settle, and if so, on what terms.

10. Disclosures, Disclaimers

Kyros is a developer of software. Kyros does not operate a Virtual Asset or derivatives exchange platform or offer trade execution, custody or clearing services and therefore has no oversight, involvement, or control with respect to your transactions. All transactions between users of the Protocol are executed peer-to-peer directly between the users' virtual wallets through a Smart Contract. As a user of Kyros, you declare that you are not a citizen or resident of any jurisdiction in which either the use of the Service, exchange, purchase, receipt, or holding of any Virtual Assets is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any Applicable Laws;

11. No Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, we disclaim any representations and warranties of any kind, whether express, implied, or statutory, including (but not limited to) the warranties of merchantability and fitness for a particular purpose. You acknowledge and agree that your use of the Protocol or Service is at your own risk. We do not represent or warrant that access to the Protocol or Service will be continuous, uninterrupted, timely, or secure; that the information contained in the Protocol or Service will be accurate, reliable, complete, or current; or that the Protocol or Service will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the Protocol or Service. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Protocol or Service.

12. Taxes

You are responsible for your taxes and duties. Users bear sole responsibility for paying any and all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with their use of the Service, and/or payable as the result of using and/or exploiting any Virtual Assets and interacting with smart contracts. Blockchain-based transactions are novel, and their tax treatment may be uncertain in your place of residence.

13. Exclusion of consequential and related damages

In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Protocol or the Service (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Service, your Applicable Network Token, or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder nor is Kyros in any way responsible for the execution or settlement of transactions between users of Kyros software.

14. Limitation of Liability

In no event shall we (together with our Affiliates, including our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Protocol and the Service (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Service, your Applicable Network Token, or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder nor is Kyros in any way responsible for the execution or settlement of transactions between users of Kyros software.

15. Amendments of these Terms

We reserve the right, in our sole discretion, to amend these Terms at any time, as the Company deems necessary or desirable. If we make any material changes restricting or affecting in any way your rights, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Service or updating the date at the top of these Terms. Unless we say otherwise in our notice, any and all such modifications are effective immediately, and your continued use of our Service after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Service following the date on which such amended Terms are published.

16. Termination and Cancellation

This Agreement is effective unless and until terminated by either you or us. You may terminate your Agreement with us at any time by ceasing all access to the Protocol or the Service. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement (including without limitation any provision of these Terms), we reserve the right to terminate our Agreement with you and deny you access to the Service. We further reserve the right to restrict your access to the Protocol or to stop providing you with all or a part of the Service at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Service exposes us to risk or liability; (b) you are using the Service for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Service. All of these are in addition to any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.

WE RESERVE THE RIGHT TO MODIFY THE SERVICE AT ANY TIME, BUT WE HAVE NO OBLIGATION TO UPDATE THE SERVICE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES TO THE SERVICE THAT MAY AFFECT YOU. YOU AGREE THAT WE MAY REMOVE THE SERVICE AND/OR ANY CONTENT THEREON FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

17. Severability

If any provision of the Agreement (including, without limitation, these Terms) is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement. Such determination shall not affect the validity and enforceability of any other remaining provisions.

18. Assignment

The Agreement (including, without limitation, these Terms) may be assigned without your prior consent to any affiliate, or to its successors in the interest of any business associated with the Service provided by us. You may not assign or transfer any rights or obligations under the Agreement without our prior written consent.

19. Entire Agreement

The Agreement (including, without limitation, these Terms, and the Kyros Website Terms) and any policies or operating rules posted by us on the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any failure by us to exercise or enforce any right or provision of the Agreement (including, without limitation, these Terms) shall not constitute a waiver of such right or provision.

20. Governing Law and Dispute Resolution

20.1. Governing Law. These Terms shall be governed by, and construed in accordance with, the laws of the Marshall Islands.

20.2. Dispute Resolution. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by the competent courts of the Marshall Islands.

21. Electronic Notices

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “**Communications**”) that we provide in connection with these Terms or any Service. You agree that we may provide our Communications to you by posting them on the Interface or by emailing them to you at the email address you provide in connection with using the Service, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy.