

Corsali, Inc. TESTNET

Terms of Service

Effective Date: 15 May 2024

Corsali, Inc. dba Vana (“**Vana**,” “**we**,” “**us**,” or “**our**”) is developing a web3 protocol to enable a decentralized network for user-owned data (the “**Protocol**”). To assist in the development, testing and deployment of the Protocol and related applications, Vana has made available a testnet accessible at testnet.corsali.com (the “**Testnet**”). All access and use of the Testnet is subject to the terms and conditions contained in these Terms of Service (as amended from time to time, the “**Terms of Service**”). By accessing or otherwise using the Testnet, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Testnet.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. Your continued use of the Testnet after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service, so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Testnet.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

1. USE OF THE TESTNET

- (a) **Access to the Testnet.** Vana is providing the Testnet for testing or evaluation purposes. The Testnet is not intended to be relied on for any reason whatsoever or to be used in a production environment. You acknowledge and accept that the Testnet (a) may contain bugs, errors and defects, (b) may function improperly or be subject to periods of downtime and unavailability, (c) may result in total or partial loss or corruption of data; (d) may result in partial or total inability to access; and (e) may be modified or discontinued at any time by us, including through the release of subsequent versions, all with or without notice to you. The Testnet is available on an “as is” basis without any warranties of any kind.
- (b) **Eligibility.** In order to be eligible to access and use the Testnet, you represent and warrant that:

- (i) You are at least eighteen (18) years of age and possess the legal capacity to enter into a binding agreement with Vana;
 - (ii) You are not a citizen or resident of, and will not access the Testnet from, the United States or Canada; and
 - (iii) You must not be under any sanctions imposed or enforced by any national or international authority, nor should you be listed on any roster of prohibited or restricted entities, inclusive of, but not limited to, those maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or any other pertinent governmental authority. Furthermore, you must neither be a citizen of nor domiciled within any nation or region subjected to comprehensive sanctions, including, but not limited to, Cuba, Democratic People's Republic of Korea, the Crimea, Donetsk, Luhansk regions, Iran, or Syria.
- (c) **Testnet Tokens No Monetary Value.** Within the scope of your engagement with the Testnet, you may amass "testnet tokens". You agree and acknowledge that these tokens neither possess nor will they ever transform into or accumulate to become mainnet tokens or any other form of tokens or virtual assets. Testnet tokens are purely virtual entities devoid of any monetary significance. They do not represent any form of currency or tangible asset and cannot be exchanged, reimbursed, or converted into any fiat or virtual currency or any item of value. Transferring Testnet tokens between users outside the Testnet is prohibited, and any endeavors to sell, barter, or relocate any Testnet tokens beyond the Testnet confines, or to secure any form of credit leveraging Testnet tokens, are strictly forbidden. Any such attempts shall be deemed null and void. Vana retains the exclusive right to erase, purge, or otherwise eliminate the Testnet at any juncture without prior notification. This includes, but is not limited to, altering the existence, quantities, or any stipulations related to the Testnet tokens, all without incurring any liability towards you or other Testnet participants. Vana offers no assurance regarding the sustained provision of Testnet tokens for any predetermined duration, and you are cautioned against anticipating their perpetual availability. Should the Testnet be discontinued or terminated, you recognize and consent to the cessation of your access to and utilization of your Testnet tokens, and erasure of all accumulated Testnet tokens from the Testnet infrastructure. Under no circumstances will Testnet tokens be transmuted into any prospective rewards offered by Vana.
- (d) **Security; Non-Custodial.** You bear the sole obligation to ensure the security and management of all identification details, passwords, or any other access codes associated with your participation in Testnet. Vana expressly disclaims any liability for losses arising from any breach of your systems or wallet(s). During specific stages of the Testnet, mainnet, or in the course of disbursing incentives/rewards, Vana may transmit or receive Testnet tokens or rewards to your designated wallet application. In such instances, you are exclusively accountable for the safeguarding and management of the private keys associated with your wallet(s). Vana neither manages nor retains, nor will it ever manage or retain, the private keys pertinent to your wallet(s). You assume responsibility for all actions undertaken through your wallet, irrespective of your awareness of such activities.

- (e) **Privacy Policy.** Please review our Privacy Policy available at <https://www.vana.com/legal/privacy-policy>, which also governs your use of the Testnet, for information on how we collect, use and share your information. By using the Testnet, you agree to be bound by our Privacy Policy.

2. OWNERSHIP

- (a) **Ownership of Vana Content.** The Testnet and all content made available by Vana through the Testnet, including any trademarks, logos, designs, text, graphics, pictures, information, data, software, and files (the “**Vana Content**”) is the proprietary property of Vana or our affiliates or licensors. The Vana Content, unless specifically stated otherwise, may not be used without the express written consent of Vana.
- (b) **Ownership of User Content.** You retain ownership and responsibility for your any content, data or other materials you upload or otherwise provide to the Testnet (“**User Content**”). You are responsible for ensuring that you have all rights, consents and permissions necessary to provide your User Content and to grant the licenses set forth herein.
- (c) **Rights to User Content.** To provide the Testnet, we retain legal rights to host, publish, and share your User Content. You grant us the right to store, display, and use your User Content, including making incidental copies and transfers as part of providing and improving the Testnet. This license does not permit us to sell or distribute your User Content outside the Testnet, except as part of archival or backup processes.
- (d) **Feedback.** You agree that submission of feedback, suggestions and recommendations (“**Feedback**”) is at your own risk and that Vana has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Vana a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicenseable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, for any purpose.

3. USER CONDUCT

You agree that you are solely responsible for your conduct in connection with the Testnet. You agree not to (a) infringe or violate any copyrights, trademarks, patents, or any other intellectual property rights; (b) promote or facilitate illegal activity; (c) compromise the security or functioning of computers, servers, or networks through malicious software or denial of service attacks; (d) uploading or transmit viruses, worms, trojan horses, time bombs, cancel bots, spiders, malware or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Testnet; (e) engage in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract or Testnet except when conducted solely for the purpose of identifying and reporting vulnerabilities, weaknesses, or potential threats within the Testnet, and only within the predefined boundaries and limitations of the Testnet; (f) provide false or misleading information to defraud us or others, or engage in any deceptive practices; (g) use data mining, scraping, or similar methods to extract information from the Testnet; (h) attempt

to bypass sanctions or export controls imposed on you or your location; or (i) rely on the Testnet for unauthorized financial or legal decisions, engage in fraudulent activities, or violate any applicable laws or regulations.

4. INVESTIGATIONS

Vana may, but is not obligated to, monitor or review the Testnet and your use thereof at any time. Although Vana does not generally monitor user activity occurring in connection with the Testnet, if Vana becomes aware of any possible violations by you of any provision of these Terms of Service, Vana reserves the right to investigate such violations, and Vana may, at its sole discretion, immediately terminate your right to use the Testnet without prior notice to you.

5. INDEMNIFICATION

You agree to indemnify and hold the Vana and its affiliates, officers, directors, employees, contractors, agents, and representatives ("**Vana Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) your User Content; (b) your use of, or inability to use, Vana or any of the Testnet; (c) your violation of these Terms of Service; (d) your violation of any rights of another party; or (e) your violation of any applicable laws, rules or regulations. Vana reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Vana in asserting any available defenses. This provision does not require you to indemnify any of the Vana for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with Vana or any Testnet provided hereunder. You agree that the provisions in this section will survive any termination of these Terms of Service and/or your access to the Testnet.

6. DISCLAIMER OF WARRANTIES.

- (a) **No Fiduciary Duty.** VANA IS NOT A BROKER, FINANCIAL INSTITUTION OR INTERMEDIARY AND IS IN NO WAY YOUR AGENT, ADVISOR, OR CUSTODIAN. VANA CANNOT INITIATE A TRANSFER OF ANY OF YOUR CRYPTOCURRENCY OR DIGITAL ASSETS OR OTHERWISE ACCESS YOUR DIGITAL ASSETS. VANA HAS NO FIDUCIARY RELATIONSHIP OR OBLIGATION TO YOU REGARDING ANY DECISIONS OR ACTIVITIES THAT YOU EFFECT IN CONNECTION WITH YOUR USE OF THE TESTNET.
- (b) **Third Party Transactions.** THE TESTNET MAY PROVIDE TECHNICAL MEANS THAT ENABLE YOU TO ENGAGE IN TRANSACTIONS WITH THIRD PARTIES. ALL TRANSACTIONS INITIATED THROUGH THE TESTNET ARE EFFECTED BY YOUR WALLET OR OTHER THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING THE TESTNET, YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY AND THAT VANA IS NOT RESPONSIBLE FOR ANY SUCH TRANSACTIONS.
- (c) **General Disclaimer.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE TESTNET IS AT YOUR SOLE RISK, AND THE TESTNET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. VANA PARTIES

EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF VANA. VANA PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE TESTNET WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE TESTNET WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE TESTNET WILL BE ACCURATE OR RELIABLE. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE TESTNET IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE TESTNET, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. THE TESTNET MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. VANA MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE TESTNET, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE TESTNET. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VANA OR THROUGH THE TESTNET WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

- (d) **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT VANA PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD VANA PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. VANA MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. VANA MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONNECTED CONTENT OBTAINED THROUGH THE TESTNET.

7. LIMITATION OF LIABILITY.

- (a) **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL VANA PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, ETHEREUM OR OTHER VIRTUAL CURRENCY, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT VANA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE TESTNET, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE TESTNET; (b)

THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE TESTNET; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE TESTNET; OR (e) ANY OTHER MATTER RELATED TO THE TESTNET, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

- (b) **Cap on Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, VANA PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (I) \$100; OR (II) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A VANA PARTY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY A VANA PARTY'S NEGLIGENCE; OR FOR (II) ANY INJURY CAUSED BY A VANA PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.
- (c) **Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.
- (d) **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VANA AND YOU.

8. DISPUTE RESOLUTION BY BINDING ARBITRATION.

PLEASE READ THIS **ARBITRATION AGREEMENT** CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH VANA AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- (a) **Governing Law.** These Terms of Service and any action related thereto will be governed by the laws of the Cayman Islands without regard to its conflict of laws provisions. The exclusive jurisdiction for all disputes not subject to arbitration will be in the Cayman Islands and you and Vana each waive any objection to such jurisdiction and venue.
- (b) **Agreement to Arbitrate.** This Dispute Resolution by Binding Arbitration section is referred to in this Agreement as the "**Arbitration Agreement**." You agree that any and all disputes or claims that have arisen or may arise between you and Vana, whether arising out of or relating to this Agreement (including any alleged breach thereof), the Testnet, and any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can,

if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Vana are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury.

- (c) **Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND VANA AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND VANA AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.
- (d) **Pre-Arbitration Dispute Resolution.** Vana is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing support at support.vana.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Vana should be sent to 548 Market St, PMB 77861, San Francisco, CA 94104 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Vana and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Vana may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Vana or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Vana is entitled.
- (e) **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the Cayman International Mediation and Arbitration Centre's ("**CIMAC**") rules and procedures (collectively, the "**CIMAC Rules**"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the CIMAC Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be

overturned by a court only for very limited reasons. Unless Vana and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by the CIMAC.

- (f) **Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the “**Arbitration Fees**”) will be governed by the CIMAC Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Vana will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Vana will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Vana will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the CIMAC Rules.
- (g) **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- (h) **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (c) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (c) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this Agreement will continue to apply.
- (i) **Future Changes to Arbitration Agreement.** Notwithstanding any provision in this Agreement to the contrary, Vana agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Testnet, you may reject any such change by sending Vana written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

9. MISCELLANEOUS

- (a) **Entire Agreement.** These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.
- (b) **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- (c) **Notice.** We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting. Notices to Vana must be sent to [Notice].
- (d) **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.
- (e) **No Waiver.** Vana's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Vana. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

10. QUESTIONS, COMPLAINTS, CLAIMS.

If you have any questions, complaints or claims with respect to the Testnet, please contact us at support.vana.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.