

Nibiru Terms of Service

Scope

These terms, and the accompanying privacy policy at docs.nibiru.fi and nibiru.fi, which is incorporated into and a part of these terms, govern the use of the website at nibiru.fi, the distributed applications (or “dApps”) hosted by the operator and available at app.nibiru.fi, and any web applications, mobile applications, and associated sites hosted by the operator and linked from the website or dApps, including but not limited to documentation available at <https://docs.nibiru.fi> and the software at <https://github.com/NibiruChain>.

Collectively, the website, dApps, and the associated applications and sites are referred to as the “**Services**” in these terms. The operator may offer other products and services.

Persons or entities who reside in, are citizens of, are located in, are incorporated in, or have a registered office in the United States of America (“US Persons”), are prohibited from using the Services. Any use of the Services by US Persons is a violation of these terms and subject to legal enforcement by the operator and law enforcement authorities. Any attempt to circumvent technological blocks (including IP blocks or “geoblocks”) in the Services is a ***violation of these terms***.

These terms include important provisions governing your use of the Services. ***These provisions affect such matters as your right to use the Services, actions you are prohibited from taking with respect to the Services (including circumvention of any restrictions such as “geoblocking”), disclaimers regarding liability, and your waiver of the right to bring a suit in a court of law and to a jury trial.*** Before using the Services, make sure that you read and understand all of these terms and the accompanying privacy policy at nibiru.fi.

Matrix Foundation, a Cayman Islands foundation, operates the Services. It is referred to in this document as the “operator.”

Important Terms

These terms include a number of especially important provisions that affect your rights and responsibilities, such as the disclaimers in **Disclaimers**, limits on the operator’s legal liability to you in **Limits on Liability**, your agreement to reimburse the operator for problems caused by your misuse of the Services

in **Your Responsibility**, and an agreement about how to resolve disputes in **Disputes**.

Using the Services may require that you pay a fee to the operator. **Using the Services may also require that you pay a fee to parties other than the operator, such as gas charges on the Ethereum, Nibiru, or Cosmos blockchains to perform a transaction.** You acknowledge and agree that the operator has no control over such transactions, the method of payment of such transactions or any actual payments of transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your protocol-compatible wallet address to complete any transaction on the blockchain or Services before initiating such transaction. Although the operator will attempt to provide accurate fee information, this information reflects the operator's estimates of fees, which may vary from the actual fees paid to interact with any blockchain.

Your Permission to Use the Services

Subject to these terms, the operator gives you permission to use the Services. You can't transfer your permission to anyone else. Others need to agree to these terms for themselves to use the Services.

Conditions for Use of the Services

Your permission to use the Services is subject to the following conditions:

1. You must be at least eighteen years old.
2. You may not be a person or entity who resides in, is a citizen of, is located in, is incorporated in, or has a registered office in the United States of America.
3. You may no longer use the Services if the operator tells you that you may not.
4. You must follow **Acceptable Use** and **Content Standards**.

Acceptable Use

1. **You may not break the law using the Services.** If we determine that you have broken the law, we will revoke your access.
2. Some transactions involving cryptographic assets on the Services (or other services linked to the Services) may implicate the securities or other laws of various jurisdictions. The operator "geoblocks" the

Services, or certain parts of the Services, from being accessible in certain jurisdictions.

- a. **You agree that you will not attempt to circumvent or otherwise defeat or bypass any “geoblocks,” and that any attempt to do so is a violation of these terms.**
 - b. You agree, understand, and acknowledge that any “geoblock,” or the lack thereof, should not be taken as a statement by us or anyone else regarding the legality of any interaction with the Services, and that you bear independent responsibility to research the laws of your jurisdiction with regard to any activity you propose to take.
3. You may not resell, lease, lend, share, distribute, or otherwise permit any third party to use the Services.
4. You may not use the Services for time-sharing or service bureau purposes.
5. You may not use or try to use anyone else’s account on the Services (or to connect with anyone else’s wallet) without their specific permission.
6. You may not buy, sell, or otherwise trade in addresses, user names, or other unique identifiers on the Services.
7. You may not send advertisements, chain letters, or other solicitations through the Services, or use the Services to gather addresses for distribution lists.
8. You may not automate access to the Services, or monitor the Services, such as with a web crawler, browser plug-in or add-on, or other computer program that is not a web browser. You may crawl the website to index it for a publicly available search engine, so long as you abide by the rules of any robots.txt file on the website.
9. You may not use the Services to send e-mail to distribution lists, newsgroups, or group mail aliases.
10. You may not falsely imply that you’re affiliated with or endorsed by the operator.
11. You may not hyperlink to images or other non-hypertext content on the Services.
12. You may not show any part of the Services on other websites with iframes or similar methods.
13. You may not remove any marks showing proprietary ownership from materials you download from the Services.

14. You may not disable, avoid, or circumvent any security or access restrictions of the Services.
15. You may not strain infrastructure of the Services with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems the operator uses to provide the Services.
16. You may not impersonate others through the Services.
17. You may not encourage or help anyone in violation of these terms.
18. You are not a resident, national, or agent of the Crimea region, Cuba, Iran, North Korea, Syria, or any other country to which the United States, the United Kingdom, or the European Union embargoes goods or imposes similar sanctions.
19. You may not have been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and you will not use our Services to conduct any illegal or illicit activity.
20. You have not been placed on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; HM Treasury Sanctions List; Politically Exposed Persons List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.

Content Standards

1. You may not submit content to the Services that is illegal, offensive, or otherwise harmful to others. This includes content that is harassing, inappropriate, or abusive.
2. You may not submit content to the Services that violates the law, infringes anyone's intellectual property rights, violates anyone's privacy, or breaches agreements you have with others.
3. You may not submit content to the Services containing malicious computer code, such as computer viruses or spyware.
4. You may not submit content to the Services as a mere placeholder to hold a particular address, user name, or other unique identifier.
5. You may not use the Services to disclose information from or about others that you don't have the right to disclose.

Enforcement

1. The operator may investigate and prosecute violations of these terms to the fullest legal extent. The operator may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these terms.
2. The operator reserves the right to change, redact, and delete content on the Services for any reason. If you believe someone has submitted content to the Services in violation of these terms, contact the operator immediately. See **Contact**.

Your Content

1. The operator is not obligated to monitor access to or use of the Services or to review or edit any content.
2. Nothing in these terms gives the operator any ownership rights in content or intellectual property that you share with the Services, such as your account information and content you submit to the Services. Nothing in these terms gives you any ownership rights in the operator's content or intellectual property, either. Unless otherwise noted, the operator owns the intellectual property of the Services and all content it has posted.
3. Between you and the operator, you remain solely responsible for content you submit to the Services. You agree not to wrongly imply that content you submit to the Services is from, sponsored by, or approved by the operator. These terms do not obligate the operator to store, maintain, or provide copies of content you submit.
4. Content you submit to the Services belongs to you, and you decide how to license it to others. But at a minimum, you license the operator to provide content that you submit to the Services to other users of the Services. That special license allows the operator to copy, publish, and analyze content you submit to the Services. If you choose to submit "feedback" to the operator, you license the operator to use your "feedback" without any restriction or compensation to anyone.
5. When content you submit is removed from the Services, whether by you or by the operator, the operator's special license ends when the last copy disappears from the operator's backups, caches, and other systems. Other licenses you give for your content may continue after your content is removed. Those licenses may give others, or

the operator itself, the right to share your content through the Services again.

6. Others who receive content you submit to the Services may violate the terms on which you license your content. You agree that the operator will not be liable to you for those violations or their consequences.

Open Source

Certain elements of the Services are governed by the most recent version of the open-source “MIT License,” a copy of which (as it applies to the Services) can be found at <https://github.com/NibiruChain>, in addition to these terms and any other applicable licensing terms (collectively, the “Nibiru License”).

You acknowledge that the Services may use, incorporate or link to certain open-source components and that your use of the Services is subject to applicable open-source licenses that govern any such open-source components, and that you will comply with such open-source licenses.

Your Responsibility

You agree to reimburse the operator for all the costs of legal claims by others related to:

- (a) Your access to or use of the Services,
- (b) Your user content,
- (c) Digital assets associated with your blockchain address or wallet for which you are the/a beneficial owner,
- (d) Any feedback or user content you provide to the operator, if any, concerning the Services,
- (e) Your infringement or misappropriation of the rights of any other person or entity, or
- (f) Your violation of these terms.

Both you and the operator agree to notify the other side of any legal claims you might have to reimburse the operator for as soon as possible. You agree to allow the operator to take over investigation, defense, and settlement of legal claims you would have to reimburse the operator for, and to cooperate with those efforts.

Disclaimers

1. You accept all risk of using the Services and their content. As far as the law allows, the operator provides the Services and its content “as is,” without any warranty whatsoever. The operator expressly disclaims, and you expressly waive, any representations, conditions or warranties of any kind, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights.
2. You understand that the Services remain under development, which creates technological and security risks and uncertainty relating to digital assets and transactions.
3. You understand that the operator does not operate a digital asset or derivatives exchange platform, nor offer brokerage, legal, advisory, custody, trade execution, nor clearing services, and has no oversight, involvement, or control concerning your transactions using the Services and receives no fees therefrom. All transactions between users of operator-developed open-source software are executed peer-to-peer directly between users’ Nibiru addresses via a smart contract, or between a Nibiru address and external address such on a blockchain such as Ethereum or Gaia via IBC transfer or another bridging mechanism.
4. You understand that the operator is not registered or licensed by the US Commodity Futures Trading Commission, the US Securities and Exchange Commission, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the operator-developed open-source software. The Site and the operator-developed open-source software do not constitute advice or a recommendation concerning any commodity, security, or other digital asset or instrument. The operator is not acting as an investment adviser or commodity trading adviser to any person or entity.
5. You understand that the operator does not own or control the underlying software protocols that are used in connection with margin positions or derivatives or swap contracts. In general, the underlying protocols are open-source and anyone can use, copy, modify, and distribute them. The operator is not responsible for the operation of the underlying protocols, and makes no guarantee of their functionality, security, or availability.

6. You acknowledge that the cost of transacting on the Services is variable and may increase at any time, which may result in price fluctuations or increased costs when using the Services.
7. You acknowledge that use of the Services, including, without limitation, the facilitation of trading digital assets, borrowing or supplying digital assets, trading on margin, and entering into derivatives and swaps contracts, may carry financial risk.
 - a. Digital assets, especially in connection with derivatives and swaps contracts are, by their nature, highly experimental, risky, and volatile.
 - b. Transactions entered into in connection with the Services are irreversible and final and there are no refunds. You acknowledge and agree that you will access and use the Services at your own risk.
 - c. The risk of loss in trading digital assets, especially when trading on margin, can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.
8. You represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying digital assets, including any margin.
9. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Services or any digital asset.
10. **You accept all consequences of using the Services, including the risk that you may lose access to your digital assets indefinitely.** All transaction decisions are made solely by you. Notwithstanding anything in these terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Services for performing digital asset transactions, including entering into margin position or derivative or swap contracts.
11. At any time, your access to your tokens or other cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use which may result in your tokens or other cryptocurrency assets diminishing in value or you being unable to complete a smart contract.
12. The Services may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.

13. The Services may hyperlink to and integrate websites and services run by others. The operator does not make any warranty about services run by others, or content they may provide. Use of services run by others may be governed by other terms between you and the one running service.
14. You agree that you understand the inherent risks associated with cryptographic systems, blockchains, smart contracts, and digital assets, including “forks, hacking risks, and future technological development.
15. **You acknowledge and understand that you alone are responsible for securing your private key(s).** We do not have access to your private key(s). Losing control of your private key(s) will **permanently and irreversibly deny** you access to blockchain resources and your blockchain wallet, **including Digital Assets you transfer into the Nibiru-developed smart contracts or Cosmos modules.**
16. No information contained in the publicly available portions of the Services is a recommendation, solicitation or offer to buy or sell any securities, options or other financial instruments or other assets or provide any investment or professional advice or service. No statement herein made constitutes an offer to sell or a solicitation of an offer to buy a note or other security. The operator and its affiliates are not liable nor responsible for any information provided by third parties. The information contained in the Services has been prepared without reference to anyone’s investment requirements or financial situation.
17. The information and services provided on the Services are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where the operator is not authorized to provide such information or services. Some products and services described on the Services may not be available in all jurisdictions or to all clients.
18. You acknowledge that you are not relying on the operator or any of its affiliates, officers, directors, partners, agents or employees in making an investment, legal, financial, or other decision. Always consider seeking the advice of a qualified professional before making decisions regarding your business and/or investments. The operator does not endorse any investments and shall not be responsible in any way for any transactions you enter into with other users. You agree that the operator and its affiliates, officers, directors, partners, agents or employees will not be liable for any loss or damages of any sort incurred as a result of any interactions between you and other users.

Limits on Liability

1. As far as the law allows, **the operator will not be liable to you for any: (1) financial losses; (2) loss of use, data, business or profits; or (3) indirect, special consequential, exemplary, or punitive damages.** This will be whether or not the operator warned you of the possibility of such damages.
2. You agree that you will defend, indemnify and hold harmless the operator, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site.

Termination

1. Either you or the operator may end this agreement at any time. When this agreement ends, your permission to use the Services also ends.
2. If you violate any provision of this agreement for any reason, this agreement will automatically terminate and you must cease and desist from any further use of the Services.
3. The following sections continue after this agreement ends: **Your Content, Feedback, Your Responsibility, Disclaimers, Limits on Liability, and General Terms.**

Disputes

1. The law of the Cayman Islands, will govern these terms and all legal proceedings related to these terms or your use of the Services.
2. All disputes related to the Services under these terms will be heard by arbitration.
 - a. The arbitration will be in English, heard by one arbitrator, and conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"), except as modified by these terms. The JAMS Rules are available at <https://www.jamsadr.com/>.
 - b. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other

party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.

- c. The arbitrator's judgment will be final and enforceable in any court of competent jurisdiction. The arbitrator will have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of these terms.
 - d. As limited exceptions to the requirement for arbitration:
 - i. We both may seek to resolve a dispute in small claims court if it qualifies;
 - ii. We may both enforce final judgments of the arbitrator in any court of competent jurisdiction; and
 - iii. we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
3. The arbitrator shall determine all issues of liability on the merits of any claim asserted by either party.
- a. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
 - b. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), such relief must be litigated in a civil court of competent jurisdiction and not in arbitration.
 - c. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
4. Such arbitration will be conducted in the Cayman Islands unless we both agree to a different location, but will be conducted remotely to the extent permitted by the JAMS Rules.
5. If, for any reason, a dispute is heard in a court of law, both sides agree to bring any proceedings related to this agreement (other than the enforcement of a judgment) only in courts of competent jurisdiction in the Cayman Islands. Neither you nor the operator will object to jurisdiction, forum, or venue in those courts.

6. **Both sides waive their rights to trial by jury, and agree to bring any legal claims related to this agreement as individuals, not as part of a class action or other representative proceeding.**

General Terms

1. If a section of these terms is unenforceable as written, but could be changed to make it enforceable, that section should be changed to the minimum extent necessary to make it enforceable. Otherwise, that section should be removed, and the others should be enforced as written.
2. You may not assign this agreement. The operator may assign this agreement to any affiliate of the operator, any other company that obtains control of the operator, or any other company that buys assets of the operator related to the Services. Any attempt to assign against these terms has no legal effect.
3. Neither the exercise of any right under this agreement, nor waiver of any breach of this agreement, waives any other breach of this agreement.
4. These terms, plus the terms on any Services incorporating them by reference, are all the terms of agreement between you and the operator about use of the Services. This agreement entirely replaces any other agreements about your use of the Services, written or not.

Contact

1. You may notify the operator under these terms, and send questions to the operator, at legal@nibiru.fi.
2. The operator may notify you under these terms using the e-mail address you provide for your account on the Services, or by posting a message to the homepage of the Services or your account page.

Changes

1. The operator may update the terms of service for the Services. The operator will post all updates to the Services. For updates with substantial changes, the operator agrees to e-mail you if you've created an account and provided a valid e-mail address. The operator may also announce updates with special messages or alerts on the Services.

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2. Once you get notice of an update to these terms, you must agree to the new terms in order to keep using the Services.