

Terms and Conditions

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If you have any questions about these Terms or the Services, please contact Nibiru at legal@nibiru.fi

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§1. Introduction

These terms of use, together with any documents and additional terms they expressly incorporate by reference, which includes any other terms and conditions or other agreement that Nibi, Inc. and its affiliates (“Nibiru”, “Nibiru Chain”, “we”, “us” and “our”) posts publicly or makes available to you or the company or other legal entity you represent (“you” or “your”) (collectively, these “Terms”), are entered into between Nibiru and you concerning your use of, and access to, Nibiru’s websites, including app.nibiru.fi and nibiru.fi (and their respective subdomains); web applications; mobile applications; and all associated sites linked thereto by Nibiru (collectively with any materials and services available therein, and successor website(s) or application(s) thereto, the “Site”).

Please read these Terms carefully, as these Terms govern your use of the Site and access to any and all functionality provided through or facilitated by the Site (collectively, the “Services”). These Terms expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to your use of, and access to, the Site and the Services. By clicking “I agree” (or a similar language) to these Terms, acknowledging these Terms by other means, or otherwise accessing or using (or, following an update to the terms, continuing using) the Site or the Services, you accept and agree to be bound by and to comply with these Terms, including, without limitation, the mandatory arbitration provision. If you do not agree to these Terms, then you must not access or use the Site or the Services.

§2. Modifications/Amendments

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by providing notice through the Services or updating the “Last Updated” date at the top of these Terms.

Unless we state otherwise in our notice, all such modifications are effective immediately, and your continued use of the Site and the Services after we provide that notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, then you must stop using the Site and the Services.

§3. Notice of Prohibited Use in the United States

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 (collectively, “US persons”) or persons or entities who reside in, are citizens of, are located in, are

incorporated in, or have a registered office in any restricted territory, as defined below (each such person or entity from a restricted territory, a “restricted person”).

§4. Reference Definitions

- 4.1. “Activation Link”
The link through which Customer may sign up and make payment in order to receive Services.
- 4.2. “Customer Content”
Content, data and information submitted to the Services by Customer or by a third party on behalf of or for the benefit of Customer, including Customer’s customers and prospective customers and visitors to Customer’s website(s).
- 4.3. “Documentation”
Nibiru’s then-current generally available documentation, specifications, user manuals, etc. for the Services, which can be located at <https://docs.nibiru.fi> or such other URL as Nibiru may provide from time to time, as well as any documentation included in or attached to any Order Form or such other Services-related documents provided to Customer.
- 4.4. “Customer Content”
Content, data and information submitted to the Services by Customer or by a third party on behalf of or for the benefit of Customer, including Customer’s customers and prospective customers and visitors to Customer’s website(s).
- 4.5. “Sensitive Personal Information”:
Personal Data subject to specialized security regimes, including without limitation the Health Insurance Portability and Accountability Act (“HIPAA”), and the standards promulgated by the PCI Security Standards Council (“PCI”).
- 4.6. “Services”: Nibiru’s products and/or services. This includes but is not limited to <https://nibiru.fi> and the software at <https://github.com/NibiruChain>.
- 4.7. “User”:
An individual employee, consultant, contractor, or agent of Customer who has been authorized by Customer to use the Platform on behalf of Customer and its Affiliates.

§ 5. General Terms

Ownership of the services: Nibiru and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property

rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

Agreement: These Terms constitute the entire and exclusive understanding and agreement between Nibiru and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Nibiru and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Nibiru's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Nibiru may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Communication Platforms: Any notices or other communications provided by Nibiru under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Nibiru'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 Nibiru. 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.

§6. Prohibited Activities

You understand and agree that you may not use the Services to engage in the categories of activities set forth below ("Prohibited Uses"):

- 6.1. To violate any Applicable Laws including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs, such as, without limitation, the Bank Secrecy Act and the US Department of Treasury's Office of Foreign Asset Controls;
- 6.2. To engage in transactions involving (a) items that infringe or violate any copyright or trademark, (b) the use of Nibiru's intellectual property, name, or logo, including use of Nibiru's trade or service marks, without express consent from Nibiru or in a manner that otherwise harms Nibiru; or (c) any action that implies an untrue endorsement by or affiliation with Nibiru;

- 6.3. To use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Site or the Services in any manner;
- 6.4. To circumvent any content-filtering techniques, security measures or access controls that Nibiru employs on the Site, including, without limitation, through the use of a VPN;
- 6.5. To use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Services or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services;
- 6.6. To provide false, inaccurate, or misleading information while using the Site or the Services or engage in activity that operates to defraud Nibiru, other users of the Services, or any other person;
- 6.7. To use or access the Site or Services to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;
- 6.8. To use the Site in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- 6.9. To use the Site or the Services from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Site or the Services is prohibited;
- 6.10. To impersonate another user of the Services or otherwise misrepresent yourself; or
- 6.11. To encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 5 or any other provision of these Terms.

The specific activities set forth in the section above are representative, but not exhaustive, of Prohibited Uses. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use or have other questions about how these requirements apply to you, then please contact us at legal@nibiru.fi.

§ 7. Enforcement Rights

Nibiru is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with

applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

§ 8. Feedback

We appreciate feedback, comments, ideas, proposals, and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

Separate and apart from the content you submit, post or display on our Services, we welcome feedback, including any comments, ideas and suggestions you have about our Services. We may use this feedback for any purpose, in our sole discretion, without any obligation to you. We may treat feedback as nonconfidential.

§ 9. Non-Custodial Nature of the Chain

As a condition to accessing or using the Services, you acknowledge, understand, and agree that the Services are non-custodial (i.e., when you access or use the Services, you retain control over those Digital Assets at all times). The private key associated with the blockchain address or wallet from which you transfer Digital Assets is the only private key that can control the Digital Assets you transfer into the Nibiru-developed smart contracts or Cosmos modules.

§ 10. No Fiduciary Duties or Professional Advice

All information provided in connection with your access and use of the Site and the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us.

§ 11. Content Usage Rights

You hereby grant to Nibiru 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 to other users as a result of your use of the Site or the Services (collectively, “Your Content”), including, without limitation, for promoting Nibiru, its affiliates, the Services or the Site. 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.

§ 12. Network Fees, Price Estimates, and Slippage

In connection with your use of the Services, you are required to pay all fees necessary for interacting with certain blockchain networks, including, without limitation, the Ethereum and/or Nibiru blockchain. Such fees may include “gas” costs, as well as all other fees reflected on the Site at the time of your use of the Services, including trading fees and network access fees. You acknowledge and understand that Nibiru neither controls any of the foregoing fees nor does it receive fees in connection with the provision of the Services. An affiliate of Nibiru accesses and uses the Services in the ordinary course of its Digital Asset trading business and receives fees in connection therewith. Although we attempt to provide accurate fee information, this information reflects our estimates of fees, which may vary from the actual fees paid to interact with the Nibiru, Ethereum, or other blockchains.

§ 13. Indemnification

You will indemnify and hold Nibiru and its officers, directors, employees and agents, representatives, suppliers, and contractors (collectively, “Indemnified Parties”) harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with

- (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 Nibiru, if any, concerning the Site or the Services,

- (e) Your infringement or misappropriation of the rights of any other person or entity or (f) your violation of these Terms.

If you are obligated to indemnify any Indemnified Party, Nibiru (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 Nibiru wishes to settle, and if so, on what terms, and you agree to cooperate with Nibiru in the defense.

§ 14. Proprietary Rights

- 14.1. The Site and the Services are governed by the most recent version of the open-source license commonly known as the “The MIT License,” a copy of which (as it applies to the Site and the Services) can be found at <https://github.com/NibiruChain> (as of the date these Terms were last updated) and any other applicable licensing terms for the Site and the Services in these Terms (collectively, the “Nibiru License”). You acknowledge that the Site or the Services may use, incorporate or link to certain open-source components and that your use of the Site or Services 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 Site or the Services; (b) use the Site or the Services for time-sharing or service bureau purposes; or (c) otherwise use the Site or the Services in a manner that violates the Nibiru License or any other Open-Source Licenses.
- 14.2. Excluding the open-source software described in Section 14.1 or third-party software that the Site or the Services incorporates, as between you and Nibiru, Nibiru owns the Site and the Services, including all technology, content, and other materials used, displayed, or provided on the Site or in connection with the Services (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, transferable, license to access and use those portions of the Site and the Services that are proprietary to Nibiru.
- 14.3. Any of Nibiru’s product or service names, logos, and other marks used on the Site or as a part of the Services, including Nibiru’s name and logo, are trademarks owned by Nibiru, its affiliates, or its applicable licensors. Unauthorized copying, imitation, or use is prohibited, and these Terms do not grant you any rights in those trademarks. You may not remove, obscure, or alter any legal notices displayed in or along with the Services.

§ 15. Risks

Nibiru will not be responsible or liable to you for any loss and takes no responsibility for, and will not be liable to you for, any use of the Services, including but not limited to any losses, damages or claims arising from:

- (a) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses;
- (b) Server failure or data loss;
- (c) Cryptocurrency wallets or corrupt files;
- (d) Unauthorized access to services; or
- (e) Any third party activities, including without limitation the use of viruses, phishing, bruteforcing or other means of attack against any blockchain network underlying the Services.

Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Asset on the Site or otherwise during the use of the Services does not indicate our approval or disapproval of the technology on which the Digital Asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of Digital Asset.

1. By utilizing the Services or interacting with the Site in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks (including, without limitation, sudden changes in operating rules, such as those commonly referred to as “forks,” and advances in code cracking or other technical advancements, such as the development of quantum computers, which may materially affect the Services); Digital Assets, including the usage and intricacies of native Digital Assets, like Nibiru (NIBI); smart contract-based tokens, such as those that follow the Cosmos, Nibiru, or Ethereum Token Standards; and systems that interact with blockchain-based networks. Nibiru does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Nibiru blockchains, is open source, such that anyone can use, copy, modify, and distribute it.
2. The Services and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interest or could impede or limit the ability of Nibiru to continue to make available its proprietary software and, thus, could impede or limit your ability to access or use the Services.
3. You understand that the Nibiru blockchain remains under development, which creates technological and security risks when using the Services in addition to uncertainty relating to Digital Assets and transactions therein. You acknowledge that the cost of transacting on the Nibiru blockchain is variable and may increase at any time causing impact to any activities

taking place on the Nibiru blockchain, which may result in price fluctuations or increased costs when using the Services.

4. Although we intend to provide accurate and timely information on the Site and during your use of the Services, the Site and other information available when using the Services may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or as part of the Services are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via the Site or otherwise when using the Services. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.
5. Use of the Services, including, without limitation, for trading Digital Assets, borrowing or supplying Digital Assets, trading on margin, and entering into derivatives and swaps contracts, may carry financial risk. Digital Assets, especially in connection with derivatives and swaps contracts are, by their nature, highly experimental, risky, and volatile. 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 Site and the Services at your own risk. 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. By using the Services, 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. 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. 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.
6. You hereby assume and agree that Nibiru will have no responsibility or liability for the risks set forth in this Section 15. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Nibiru, its affiliates, and their respective shareholders, members,

directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 15.

§ 16. Disclaimers

1. **Peer-to-peer, decentralized nature:** Nibiru develops open-source software. Nibiru does not operate a Digital Asset or derivatives exchange platform nor offer brokerage, legal, advisory, custody, trade execution nor clearing services and, therefore, has no oversight, involvement, or control concerning your transactions using the Services and receives no fees therefrom. All transactions between users of Nibiru-developed open-source software are executed peer-to-peer directly between the 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.
2. You understand that Nibiru 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 Nibiru-developed open-source software. The Site and the Nibiru-developed open-source software do not constitute advice or a recommendation concerning any commodity, security, or other Digital Asset or instrument. Nibiru is not acting as an investment adviser or commodity trading adviser to any person or entity.
3. Nibiru 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. Nibiru is not responsible for the operation of the underlying protocols, and Nibiru makes no guarantee of their functionality, security, or availability.
4. To the maximum extent permitted under Applicable Law, the Site and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an "AS IS" and "AS AVAILABLE" basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, 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. Without limiting the foregoing, we do not represent or warrant that the Site or the Services (including any data relating thereto) will be uninterrupted, available at any particular time, or error-free. Further, we do not warrant that errors in the Site or the Service are correctable or will be correctable.

5. You acknowledge that your data on the Site may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third-party providers, Internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

§ 17. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

§ 18. Dispute Resolution

- 18.1. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Nibiru agree that the British Virgin Islands Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Nibiru are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
- 18.2. As limited exceptions to Section 18(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) 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.
- 18.3. The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect, except as modified by these Terms. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.
- 18.4. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location, but will be conducted

remotely to the extent permitted by the JAMS Rules. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

- 18.5. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.
- 18.6. Except as provided in Section 18(2) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and 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. 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), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. 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.
- 18.7. You and Nibiru agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.
- 18.8. If the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- 18.9. With the exception of any of the provisions in Section 18(6) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

Contact Information

If you have any questions about these Terms or the Services, please contact Nibiru at legal@nibiru.fi