

Nifty Bridge Terms of Service

1. GENERAL

Nifty Bridge LLC ("Nifty Bridge", "we", "us" and "our") offers various products and services to help merchants manage NFT minting, experiences and sales for their customers online through the Nifty Bridge platform (the "Platform"). The Platform, our website and any other services, plans, features, products, content, applications, software, maintenance and training identified in one of the standard subscription plans made available by Nifty Bridge, and selected by you ("Selected Subscription Plan"), or offered or made available by us from time to time, are collectively referred to as the "Services".

a. Who is Bound by this Agreement
"Merchant", "you" and "your" refers to you or the legal entity on whose behalf you are entering into this Agreement. You represent that you have the power to bind the Merchant, including binding the Merchant to this Agreement. You will ensure compliance with this Agreement by each employee, representative, consultant, contractor or agent (each a "User") who uses the Services on your behalf or that creates an account associated with the Merchant ("Account"). If you are entering into this Agreement for a Merchant that is a legal entity, such as a corporation, you represent to us that you have legal authority to bind that entity. If you are an individual, sole proprietor or otherwise entering into this Agreement in your personal capacity, you are binding yourself individually as both a Merchant and a User.
While you may access the Services through another platform, such as a platform with which the Platform is integrated, this Agreement nonetheless applies to your use of our Services.

b. Acceptance
These Terms of Service, together with your Selected Subscription Plan, as applicable, and any other Nifty Bridge documents or additional terms expressly incorporated by reference herein or in the Selected Subscription Plan, (collectively, this "Agreement") is a legal agreement between you and Nifty Bridge and governs your access to and use of the Services. By signing below or accessing or using any Services offered by Nifty Bridge, you accept and agree to be bound by and to comply with this Agreement. If you do not enter into this Agreement, you are not permitted to access or use the Services.

c. Amendments to Agreement
Nifty Bridge may amend the Nifty Bridge Terms of Service from time to time due to changes to the Services, to account for developments under the law, or for any other reason. The amended Nifty Bridge Terms of Service shall be posted on Nifty Bridge's website at niftybridge.io. If you have an active Selected Subscription Plan when material modifications are made to the Nifty Bridge Terms of Service, Nifty Bridge will endeavor to send an email to you at the last email address you provided to us pursuant to the Agreement to provide an updated copy of the Nifty Bridge Terms of Service. Nifty Bridge may require you to provide consent to the updated Terms of Service or to an updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK NIFTY BRIDGE'S WEBSITE TO VIEW THE THEN-CURRENT TERMS.

2. SERVICES

a. Selected Subscription Plan Services
Excluding Services which are available for free, Services are purchased as a subscription through a Selected Subscription Plan. Subject to your compliance with this Agreement and your payment of all applicable fees, Nifty Bridge authorizes you to access and use the Services provided in the Selected Subscription Plan during the subscription term set out in your Selected Subscription Plan (the "Subscription Term").

b. Not Professional Advice
We provide online tools and materials through the Services to assist you with the creation and management of your loyalty rewards program. However, these online tools, materials and any other information provided are for informational purposes only and are not guaranteed to be correct, complete or up-to-date and are not intended to provide legal, accounting, tax, or other professional advice. All decisions about the design, strategy and use of any program will be yours alone. It is your responsibility to understand and comply with any applicable laws, including laws that apply to NFTs. c. Usage Limits

The Services may be subject to usage limits and restrictions, which may be specified in a Selected Subscription Plan, including the number of NFTs you can mint along with the number of collections you can create (collectively, "Usage Limits"). It is your responsibility to ensure that you do not exceed those Usage Limits. In the event of fluctuation in Nifty Bridge's costs to provide the Services or a change in the availability of certain Services, we may add, remove or change Usage Limits or fees for such Usage Limits by providing notice to you. d. Equipment

You are responsible for obtaining and maintaining all telecommunications, broadband, computer hardware, software, equipment and services needed to connect to, access and use the Services. e. Updates and Changes to the Services

We reserve the right in our sole discretion to modify any part of the Services at any time for any reason, or no reason, including by changing, withdrawing or terminating, limiting or expanding a Service or any features or functionalities on the Services, without any notice or liability to you.

3. FEES

a. Service Fees
You will pay all fees set out in your Selected Subscription Plan ("Service Fees"). All Service Fees are non-cancellable and non-refundable and are based on the Subscription Plan purchased and, unless otherwise noted, not actual usage. With the exception of your termination of the Selected Subscription Plan due to our breach of the Agreement, you are not entitled to any refund in the event of unused Services, including where we terminate or modify the Services for any reason.

b. Minting Fees

If you choose to mint on Ethereum, you will pay all fees related to the minting of those specific NFTs (the “Minting Fees”). All Minting Fees are non-cancellable and non-refundable and are based on the amount of NFT products created as well as the market price of the individual cryptocurrency. You are not entitled to any refund in the event of unsold NFTs.

c. Taxes

All Service Fees, expenses and other amounts payable to Nifty Bridge under this Agreement are exclusive of any sales, use, value added, excise, or other applicable taxes, tariffs or duties ("Taxes"), payment of which will be your sole responsibility, even if such amounts are not listed on a Selected Subscription Plan. You will promptly reimburse Nifty Bridge for any Taxes that Nifty Bridge pays on your behalf, unless you provide satisfactory documentation that such Taxes are not applicable to you.

d. Overage Fees

We have the right, but not the obligation, to monitor or remotely audit your use of the Services, and extra charges will apply if you exceed any Usage Limits.

e. Payment Terms

Unless otherwise set out in a Selected Subscription Plan, or another agreement, Service Fees are payable in advance of the first day of the Subscription Term. You will pay all Service Fees, expenses and other amounts payable to Nifty Bridge under this Agreement in USD, without set-off or deduction. While we may offer third party payment service options, we are not liable or responsible for such third party payment services or their providers in any way. Any payment that is not received by the date required herein shall accrue interest at a rate of eighteen percent (18%) per annum of the outstanding balance or the maximum rate allowed by applicable law, whichever is less, from the date such payment is due until the full invoiced amount and accrued interest is fully paid. In addition, you shall be responsible for our costs of collection of any past due amounts including reasonable attorneys’ fees. In the event you shall fail to make timely payment of any monies due and owing to us, we may set off, withhold or recoup any payments due under this or any other agreement between you and us.

f. Fee Increases

Nifty Bridge will provide Customer fourteen (14) days advance notice for any increase in fees. Any increases to the fees shall apply at the beginning of the Customer’s following Subscription Term. Customer’s continued use of the Services after a fee increase will constitute Customer’s agreement to the increase in fees.

4. CONTENT AND LICENSE

a. Nifty Bridge Content

The Services contain information and data (including text, images, photos, videos, audio and documents) owned or licensed by Nifty Bridge, its suppliers, or licensors ("Nifty Bridge Content"). The Services and Nifty Bridge Content may be protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Nifty Bridge, Nifty Bridge owns and retains all title, interest and right, including all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world in and to the Services and Nifty Bridge Content.

b. Ownership and License

The Services in your Selected Subscription Plan are for your use during the Subscription Term only and are not sold to you. You are authorized to use the software code provided by us to you for use on your website for the purpose of using the Services only during the Subscription Term. All rights not expressly granted to you in this Agreement are reserved and retained by us. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, use or sell any Nifty Bridge Content (other than text, images, photos, videos, audio and documents that you or your Users upload to the Services, which is "Merchant Content" and electronic data pertaining to you, your Users and your customers that is uploaded or provided to the Services by you, your Users and your customers and all personal information of your Users and customers of which you are the controller under privacy and data protection laws and which is processed by the Services ("Merchant Data") appearing on or through the Services. You must not modify, build upon or block any portion or functionality of the Services. No Services, nor any part of any Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

c. Nifty Bridge Trademarks

As part of your Selected Subscription Plan, you may be required or permitted to display trademarks owned or licensed by us ("Nifty Bridge Marks"). Subject to prior review and approval of your use by us, you are authorized to display the Nifty Bridge Marks for the sole purpose of indicating that you use Nifty Bridge’s services. You will ensure that all goods or services offered in association with the Nifty Bridge Marks: (i) comply with the requirements of this Agreement; (ii) comply with Applicable Law (defined below) and (iii) include a loyalty program operated by Nifty Bridge. The goodwill from such use will automatically accrue to Nifty Bridge. Nifty Bridge may, on reasonable notice to you, inspect the goods and services offered by you for compliance with this Agreement.

d. Restrictions

You will not do any of the following or permit anyone else to do the following, and will prevent any of your users from doing the following: (i) license, sub-license, sell, transfer, distribute or share the Services or Nifty Bridge Content or make any of them available for access by third parties; (ii) create derivative works based on or otherwise modify the Services or Nifty Bridge Content; (iii) disassemble, reverse engineer or decompile the Services or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services; (iv) access the Services or Nifty Bridge Content in order to develop a competing product or service; (v) use the Services or Nifty Bridge Content to provide a service for others; (vi) use the Platform to operate more or different types of applications than permitted under the applicable Selected Subscription Plan; (vii) remove or modify a copyright or other proprietary rights notice on or in the Services or documentation; (viii) violate any applicable federal, provincial, local or international statutes, codes, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, or any provisions of the foregoing, including general principles of common and civil law and equity ("Applicable Law"); (ix) include, send, store or run software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs from the Services; (x) cause a computer to malfunction, regardless of how long the malfunction persists; (xi) alter, disable, or erase any computer data, computer programs or computer software without authorization; (xii) interfere with, disrupt or undermine the security or the operation of the Services, Platform or Website; or (xiii) interfere with, disrupt or undermine anyone’s use or enjoyment of the Services, Platform or Website.

e. Feedback

If you, your Users or your customers send information to us, for example feedback, comments or suggestions, you grant us a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, sublicensable and transferable license to use, host, run, reproduce, process, adapt, translate, modify, publish, transmit, distribute and display this information and incorporate this information into our products and Services. You also agree to waive all moral rights in and to that information and obtain waivers or moral rights from your Users and customers.

5. MERCHANT CONTENT AND MERCHANT DATA

a. Merchant Content

You may create, record, submit, publish and use ("submit") Merchant Content through the Services. You are exclusively responsible for all Merchant Content and the consequences of submitting Merchant Content through the Services. We do not verify the accuracy, quality, content or legality of Merchant Content. We may, but are under no obligation to, review, analyze, filter, edit, block or remove any Merchant Content. We are not responsible for preventing or identifying

infringement of intellectual property rights or non-compliance with Applicable Laws arising out of the Merchant Content. Nifty Bridge will not be liable, directly or indirectly, in any way for any damage or loss caused or alleged to be caused by or in connection with Merchant Content.

b. Representations and Warranties

You represent and warrant that: (i) you own or have the necessary licenses, rights, consents and permissions to use and publish the Merchant Content you submit; (ii) the uploading of your Merchant Content in conjunction with the Services and the licenses granted to Nifty Bridge under this Agreement does not and will not violate the rights of any person; and (iii) no payments of any kind shall be due by Nifty Bridge to any person for the use or distribution of Merchant Content. To the extent needed to provide the Services, you hereby grant us a license to use the Merchant Content for the Services.

c. Prohibited Content

Some content is prohibited when accessing or using the Services. You agree that you will not upload or use in connection with the Services any prohibited content including content that:(i) contains graphic or gratuitous violence; (ii) conveys a message of hate against any individual or group; (iii) encourages or glorifies illegal drug use; (iv) is predatory in nature, or is submitted for the purpose of harassment or bullying; (v) is highly repetitive and/or unwanted including "Spam" messages; (vi) promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual; (vii) constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (viii) furthers or promotes criminal activity or provides instructional information about illegal activities; or (ix) violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person. We reserve the right to investigate and take appropriate action against anyone who, in our sole discretion, violates these provisions including removing the offending content without prior notice, terminating or suspending your Subscription Services Plan and Accounts or access to the Services and/or reporting such content or activities to law enforcement authorities.

6. ANONYMIZED MERCHANT DATA

You grant us, and have all rights necessary to grant us, a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, sublicensable and transferable license to anonymize and aggregate metrics and data related to the Merchant Content and Merchant Data and all other use of the Services ("Anonymized Aggregated Data"), provided that the Anonymized Aggregated Data cannot be used to identify Merchant or Merchant’s Users, customers, personnel or any other identifiable individual. You agree that Nifty Bridge: (i) has full ownership over Anonymized Aggregated Data; (ii) has full license to create derivative works and extract information from Anonymized Aggregated Data; (iii) may use Anonymized Aggregated Data to deliver, modify, update, correct and improve the Services or for any other purposes; and (iv) may disclose, sell and publish Anonymized Aggregated Data to any party through any means.

7. COMPLIANCE WITH LAWS

a. Compliance with Laws

You represent and warrant that your use of the Services will comply with all Applicable Laws. It is your responsibility to determine whether the Services meet your obligations under any Applicable Law. Nifty Bridge will not be liable if the Services do not meet your requirements under Applicable Law.

b. Privacy, Data Protection and Anti-Spam Laws

Part of your compliance with Applicable laws includes your compliance with privacy, data protection and anti-spam laws. You represent and warrant to Nifty Bridge that:

- You will clearly post, maintain, and abide by a publicly accessible privacy notice on the digital properties from which the underlying data is collected that satisfies the requirements of applicable privacy and data protection laws.
- You will get and maintain all necessary permissions and valid consents required to lawfully transfer data to Nifty Bridge and to enable such data to be lawfully collected, processed, and shared by Nifty Bridge for the purposes of providing the Services or as otherwise directed by you.
- You will provide and obtain all notices and obtain all necessary consents required by applicable privacy and data protection laws to enable Nifty Bridge to deploy cookies and similar tracking technologies (like web beacons or pixels) lawfully on and collect data from the devices of contacts and end users of the Service in accordance with and as described in our privacy policy.
- You will not use Nifty Bridge to send emails or other electronic messages without the consent of the recipient, in all cases in compliance with anti-spam laws. Compliance may require you to turn off certain features, such as email notification.

You acknowledge that we have your prior written authorization to respond, at our discretion, to any data subject access requests we receive from your contacts made under privacy or data protection laws, or, alternatively, we may direct any such contacts to you so that you can respond to the request accordingly.

c. California Consumer Privacy Act

To the extent any personal information you process in connection with your use of the Services is subject to the California Consumer Privacy Act of 2018 ("CCPA"), including any amendments thereto: (a) Nifty Bridge is the service provider and Merchant, or its affiliate, is the business; (b) Nifty Bridge will not sell such personal information (as "sell" is defined in the CCPA); (c) Nifty Bridge will not retain, use or disclose such personal information except to provide the Services (which may include us retaining backup copies for a reasonable period of time) or as otherwise set out in this Agreement; (d) Nifty Bridge will not retain, use or disclose such personal information outside of the direct business relationship between Nifty Bridge and Merchant; and (e) Nifty Bridge certifies that it understands and will comply with the foregoing restrictions. Nothing in the foregoing restricts Nifty Bridge from collecting, using or disclosing personal information where permitted or required by laws applicable to Nifty Bridge.

d. Privacy Policy

The Nifty Bridge Privacy Policy governs the use of information acquired from You for provision of the Services.

8. SECURITY

a. Security Measures

Nifty Bridge will implement appropriate technical and organizational measures to protect Merchant Content (including personal information), taking into account the cost of implementation and the nature, context, scope and purposes of the processing. However, you understand that use of the Services necessarily involves transmission of the Merchant Data and/or the Merchant Content over networks that are not owned, operated or controlled by us, and we are not responsible for any of your Merchant Data lost, altered, intercepted, copied or stored across such networks. The Services are provided by us from data center facilities from which you have remote access via the internet, in conjunction with certain offline components provided by us under this Agreement. We may use third party service providers to provide limited parts of the Services from time to time, including data storage and processing, and you consent to us subcontracting these services to those third parties.

b. Security Incident

If you become aware of any security incident involving the Services, such as a loss or unauthorized use, or disclosure of personal information in conjunction with the Services, you will promptly notify us. Nifty Bridge will notify you of any security incident in accordance with the requirements of Applicable Law. You will provide us with all reasonable assistance requested in the case of a security incident.

c. Maintenance and Repairs

Your access to Services may be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. Due to the nature of technical outages, we cannot guarantee notice prior to unplanned outages. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

9.THIRD-PARTY SERVICES

a. Third-Party Services

The Services contain features or functionalities designed to interact and/or integrate with software, applications or services that are provided by third parties ("Third-Party Services"). To use these features or functionalities, you may be required to access or purchase Third-Party Services.

b. Responsibility

If you use, access or purchase Third-Party Services through the Services, you do so at your own risk. We are not responsible for any Third-Party Services or for any act or omission of any Third-Party Service provider. Nifty Bridge does not own, operate or endorse any Third-Party Services and does not warrant any Third-Party Services. Third-Party Services are operated independently of us and we do not guarantee the availability of any Third-Party Services. If the provider of any such Third-Party Services ceases to make the Third-Party Services available for interoperation with Services, Nifty Bridge may cease providing such features or functionality without entitling you to any refund, credit or other compensation. We may, but do not have to, preview, verify, flag, modify, filter, block or remove Third-Party Services. You must comply with all agreements and other legal requirements that apply to Third-Party Services, and we advise you to review the terms of use and privacy policies for all Third-Party Services to ensure compliance and determine how they may use your Merchant Data and Merchant Content.

c. Sharing Third-Party Service Providers

If you access or purchase Third-Party Services, you grant: (i) us access to any accounts you have with such Third-Party Services and permission to share your Merchant Data and Merchant Content with the Third-Party Service provider; and (ii) them permission to access or otherwise process your Merchant Data and use your Merchant Content as required for the operation of the Third-Party Services. The Third-Party Service provider may import or export data related to your Accounts, activity and/or content and otherwise gather data from you and your customers. We are not responsible for disclosure, use, change to or deletion of your Merchant Data and Merchant Content and will not be liable to you or any third party for access to your Merchant Data or Merchant Content by Third-Party Services.

10. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, TITLE, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NIFTY BRIDGE DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES NOT SET OUT IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. INDEMNIFICATION

You shall indemnify, defend and hold harmless Nifty Bridge and its affiliates, parents, subsidiaries, licensors and partners and our and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors and assigns ("Indemnified Entities") from and against any claim, demand, or proceeding brought by a third party against Nifty Bridge or its Indemnified Entities relating to (i) Merchant Content or Merchant Data; (ii) actual or alleged violation of this Agreement by you; (iii) actual or alleged violations of Applicable Law by you, including any violations of your obligations of privacy to any person; or (iv) violations of your obligations to your customers relating to your loyalty reward program (such as reward points of your customers) as may be managed by the Services.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION AND TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL NIFTY BRIDGE, OR ITS INDEMNIFIED ENTITIES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER FOR ANY: (I) LOSS OF USE, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES; (II) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA; OR (III) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES. IN NO EVENT WILL NIFTY BRIDGE BE LIABLE FOR ANY THIRD-PARTY SERVICES, ACTIVITIES OF THIRD PARTIES, ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, THEFT OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES OR YOUR ACCOUNTS OR THE INFORMATION CONTAINED IN YOUR ACCOUNTS, INCLUDING MERCHANT CONTENT.

NOTWITHSTANDING ANY OTHER PROVISION, IN NO EVENT WILL NIFTY BRIDGE OR ITS INDEMNIFIED ENTITIES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, IN THE AGGREGATE, FOR AN AMOUNT EXCEEDING THE LOWER OF: (I) 100 USD AND (II) THE FEES ACTUALLY PAID OR PAYABLE BY YOU TO NIFTY BRIDGE FOR THE SERVICES IN THE MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH THE DAMAGES AROSE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS SECTION APPLY

NOTWITHSTANDING: (I) THE APPLICABLE LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, (II) WHETHER THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND (III) ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY.

13. TERM AND TERMINATION

a. Term

This Agreement will commence on the date you, or any of your Users, first access the Services and will terminate in accordance with the terms of this Agreement or the Selected Subscription Plan. Where there is no renewal process or term set out in your Selected Subscription Plan, the Subscription Term will be for a period of one month and will automatically renew for successive periods of one month each, unless you notify us that you do not wish to renew at least 24 hours prior to the end of the then-current term or unless Nifty Bridge gives you at least thirty (30) days’ notice of termination prior to the end of the Subscription Term.

b. Suspension and Termination Rights

In the event of your breach of this Agreement or your breach of Applicable Law, including failure to pay fees when due, we reserve the right to immediately suspend your access to or terminate the Services in our sole discretion. c. Effect of Termination

Upon expiration or other termination of the Selected Subscription Plan for any reason, your right to access and use the Services described in the Selected Subscription Plan will terminate.

14. GENERAL

a. Force Majeure

We will not be responsible for failure or delay in our performance under this Agreement due to causes beyond our control, including but not limited to labor disputes, strikes, wars, riots, terrorism, criminal acts of third parties, acts of God or governmental action.

b. Rights and Remedies

Except as expressly provided in this Agreement, the rights and remedies of both parties are not exclusive and are in addition to any other rights and remedies provided by law or at equity. c. Entire Agreement

This Agreement represents the entire understanding between the parties with respect to the subject matter of this Agreement.

d. Further Assurances

You will execute such documents and perform such acts as may be necessary to give full effect to this Agreement.

e. Enurement and Assignment

You may not assign this Agreement, nor any of the rights or obligations arising thereof, in whole or in part, to any third party without our prior written consent. This Agreement is binding on and will endure to the benefit of the parties and their respective permitted successors and assigns. We may assign this Agreement, in whole or in part, including any rights or obligations under this Agreement, in our sole discretion.

f. Waiver and Severability

A waiver of any term of this Agreement is effective only if it is in writing and signed by Nifty Bridge and is not a waiver of any other term. If any term of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect, invalidate or render unenforceable: (i) any other term of this Agreement; or (ii) the same term in any other jurisdiction.

g. Conflict

In the event of any conflict between the main body of this Agreement and Selected Subscription Plan, as applicable, the main body of this Agreement will govern.

h. Governing Law, Jurisdiction and Dispute Resolution

This Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. The parties hereto explicitly exclude the application of the United National Convention on the International Sale of Goods (1980).

All disputes, controversies or differences which may arise between the parties concerning the validity, meaning or effect of this Agreement or the rights or liabilities of the Parties hereunder shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator. The arbitration shall take place in St. Louis, Missouri, USA and all proceedings shall be in the English language. The arbitrator may proceed to an award notwithstanding the failure of a party to participate in the proceedings. The prevailing party shall be entitled to an award of reasonable attorneys' fees, costs and expenses incurred in connection with the arbitration in such amount as may be determined by the arbitrator. The award of the arbitrator shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction. The arbitration award (which shall also deal with costs) shall be final and binding on the parties.

i. Relationship

Nothing in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

j. International Users

The Services are controlled, operated and administered by Nifty Bridge (or its licensees) from its offices within the United States of America. Those who choose to access the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any embargoes or other federal rules and regulations restricting exports. Additional charges such as customs, fees, taxes, and import duties are your responsibility. We may limit the availability of the Services, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

k. Interpretation

In this Agreement: (i) the words "include", "includes" and "including" are not limiting; (ii) the word "or" is not exclusive; (iii) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (iv) headings and captions are not considered part of the Agreement but are for convenience only. If you have any questions about this Agreement or if you wish to provide any feedback with respect to the Services, please contact us at: info@NiftyBridge.io.

I have read and agree to these Terms of Service