

## Terms of Use

**Last Updated: February 9, 2023**

Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of the website located at <https://www.papr.wtf/> (the “**Site**”). The Site is operated by Non Fungible Ecosystem Limited (“**NFF**”) and is an interface to the Papr Protocol made available by third parties that enables protocolized lending via third party services (the “**Protocol**”). The Protocol is a community-driven, decentralized set of blockchain-based smart contracts and tools that enable users (“**Users**”) to mint Papr tokens (“**Tokens**”) by depositing non-fungible tokens (“**NFTs**”) as collateral and transact (using both Tokens and NFTs) via the smart contracts designated by Non-Fungible Ecosystem Foundation (collectively, “**Transactions**”). To make these Terms easier to read, the Site and our services are collectively called the “**Interface**.”

**NOTICE ON PROHIBITED USE – RESTRICTED PERSONS:** THE NFF INTERFACE AND ANY RELATED SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY:

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**”).

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE NFF INTERFACE OR ANY RELATED SERVICES. USE OF A VIRTUAL PRIVATE NETWORK (“**VPN**”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

**WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND NFF THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 15 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 15 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 14 (GOVERNING LAW) WILL APPLY INSTEAD.**

1. **Agreement to Terms.** By using our Interface, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, then you must not use the Interface or access the Site. Notwithstanding the foregoing, the laws of some jurisdictions may limit or not permit certain provisions of this agreement, such as indemnification, the exclusion of certain warranties or the limitation of liability. In such a case, such provisions will apply only to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these terms will prejudice such rights that you may have as a consumer of the Interface under such applicable law.

2. **Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Interface, for information on how we collect, use and share your information.
3. **Changes to these Terms or the Interface.** We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site and/or may also send other communications. It's important that you review the Terms whenever we update them, or you use the Interface. If you continue to use the Interface after we have posted updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Interface anymore. Because our Interface are evolving over time we may change or discontinue all or any part of the Interface, at any time and without notice, at our sole discretion.
4. **Who May Use the Interface?** You may use the Interface only if you are at least 18 years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), and not otherwise barred from using the Interface under applicable law. In order to protect the integrity of the Interface, we reserve the right, at any time, in our sole discretion, to block access to the Interface from certain IP addresses and unique device identifiers. For the purposes of the Terms, "***Restricted Territory***" means of Cuba, Iran, North Korea, Syria, Crimea region of Ukraine, Donetsk People's Republic (DNR) of Ukraine, Luhansk People's Republic (LNR) of Ukraine, or any other country which is subject to applicable sanctions restrictions.
5. **About the Interface.**
  - (a) **Our Relationship to You and the Protocol.** You acknowledge and agree that the Site is an online interface provider and not a broker-dealer, lender, or other transactor. We provide a blockchain explorer service where you can view onchain activity and data at the Protocol level through the Interface. NFF does not direct or control the Protocol or the day-to-day activities of the users accessing the Site. All information provided in connection with your access and use of the Site 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 blog posts, data, 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 Site, 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. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.
  - (b) **How we help you use the Protocol.**
    - (i) General. The Site provides an interface by which Users may access the Protocol. Certain features of the Interface may provide visualizations or estimations regarding the status of Transactions that can be made via the Protocol or smart contracts. All such visualizations or

estimations are for informational purposes only, and NFF does not guarantee the accuracy of such visualizations or estimations, or that such visualizations or estimations will be error-free.

(ii) Tokens. In order to mint Tokens via the Protocol and smart contracts designated by the Interface, Users must transfer an NFT onchain. By transferring an NFT onchain, the NFT is locked in the Protocol and released pursuant to the smart contract parameters set by the Protocol. The Protocol will programmatically set the Token exchange rate for a given NFT leveraging third party data oracles provided by Reservoir, which helps set maximum loan to value ratio, and other details of transacting on the Protocol. You acknowledge that any onchain parameters may change from time to time as determined by the Protocol and its reliance on third party data oracles. Users may, via the Protocol, transact with other Users with respect to the Tokens (including selling or purchasing Tokens in exchange for USDC, WETH, ETH, or other cryptocurrencies) via the Protocol. Such Transactions may be subject to fees as may be required by the Protocol, and such fees will automatically be charged via the functionality of the Protocol and applicable smart contract(s) for such Transaction. The NFT exchanged for Tokens will be released to the User by the Protocol once the requirements for such return are fulfilled. You represent and warrant that you have all right, title, and interest in and to the NFT you transfer to the Protocol, your title to the NFT is not defective in any way, and your use of the NFT in manner set forth here is not otherwise improper under any applicable laws.

(iii) NFT Liquidations and Auctions. In certain circumstances as dictated by the Protocol and the underlying smart contracts (including in the event the leverage of a NFT reach a certain threshold based on the Tokens it was originally deposited for), a User may initiate a Dutch auction of a NFT via the Protocol, whereby ownership of the NFT will be transferred to winning bidder (an “**Auction**”). Such Auctions may be visualized via the Interface, and the underlying functionality of the Auction itself will be conducted via the Protocol and associated smart contracts. You acknowledge and understand that the Interface merely displays onchain Auctions and Transactions, but all Auctions and Transaction occur via the Protocol, and NFF does not facilitate and is not responsible for the initiation, execution, or result of any such Auction or Transaction. You agree that you will have no recourse against NFF or anyone else for any losses due to the use of the Protocol or Interface. Moreover, to the degree that any NFT deposited in exchange for Tokens is a fraud, scam, or a non-authenticated NFT, you agree and acknowledge that NFF and the Interface will not be responsible for any Transaction made by you in reliance of the NFT. Certain Users may receive benefits for initiating Auctions, as communicated and provided by the Protocol. The Protocol will automatically provide such benefits, and NFF and the Interface are not responsible for the fulfillment of such benefits with Users.

(iv) Regulatory and Compliance Suspensions or Terminations. We may suspend or terminate your access to the Interface at any time in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by NFF. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you

or any beneficiary to utilize the Interface. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Interface.

## **6. Intellectual Property.**

(a) NFF's Intellectual Property. We may make available through the Interface content that is subject to intellectual property rights. We and our licensors retain all rights to that content.

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

## **7. General Prohibitions and NFF's Enforcement Rights.** You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Interface or any individual element within the Interface, NFF's name, any NFF trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without NFF's express written consent;

(c) Access, tamper with, or use non-public areas of the Interface, NFF's computer systems, or the technical delivery systems of NFF's providers;

(d) Attempt to probe, scan or test the vulnerability of any NFF system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by NFF or any of NFF's providers or any other third party (including another user) to protect the Interface;

(f) Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by NFF or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use any meta tags or other hidden text or metadata utilizing NFF trademark, logo URL or product name without NFF's express written consent;

- (i) Use the Interface, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (j) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Interface to send altered, deceptive or false source-identifying information;
- (k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Interface;
- (l) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Interface;
- (m) Collect or store any personally identifiable information from the Interface from other users of the Interface without their express permission;
- (n) Impersonate or misrepresent your affiliation with any person or entity;
- (o) Violate any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;
- (p) Violate any applicable law or regulation; or
- (q) Encourage or enable any other individual to do any of the foregoing.

NFF is not obligated to monitor access to or use of the Interface or to review or edit any content. However, we have the right to do so for the purpose of operating the Interface, 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. If we have a reasonable belief that you have created multiple accounts or have associated the same digital asset wallet to multiple accounts, we reserve the right to disable all of your accounts and recover all the digital assets in such accounts or the value thereof. If you believe we have erroneously disabled your account, you may contact us at [services@withbacked.xyz](mailto:services@withbacked.xyz). We have the right to investigate violations of these Terms or conduct that affects the Interface. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. **Links to Third Party Websites, Open Source Software, or other Resources.** The Interface may allow you to access third-party websites or other resources. This includes the Protocol and other similar cryptographic based tools such as third-party data oracles that are used by the Protocol to effectuate onchain activity. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.
9. **Termination.** We may suspend or terminate your access to and use of the Interface, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at [services@withbacked.xyz](mailto:services@withbacked.xyz). Upon any termination, discontinuation or cancellation of the

Interface or your account, the following Sections will survive: 6(b), 6(c), 6(e), 7, 10, 11, 12, 13, 14, and 15.

**10. Risks and Warranty Disclaimers.**

THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE INTERFACE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE INTERFACE.

NFF 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: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION, KNOWN OR UNKNOWN EXPLOITATIONS OF THE PROTOCOL, USE OF THIRD PARTY DATA ORACLES, THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

By accessing and using the Interface, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Interface. You further acknowledge that NFF is not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Interface. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Interface.

- 11. Indemnity.** You will indemnify and hold NFF and its officers, directors, employees and agents, 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 Interface, (b) your User Content, or (c) your violation of these Terms.



**12. Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NFF NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NFF OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL NFF'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO NFF FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO NFF, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NFF AND YOU.

13. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the Panama Arbitration Law and the laws of Panama, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 15 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and NFF are not required to arbitrate will be the courts located in Panama, and you and NFF each waive any objection to jurisdiction and venue in such courts.

**14. Dispute Resolution.**

(a) Mandatory Arbitration of Disputes. 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 Interface (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and NFF agree that the Panama Arbitration Law governs the interpretation and enforcement of these Terms, and that you and NFF 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.

**(b) Exceptions.** As limited exceptions to Section 15(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.

**(c) Conducting Arbitration and Arbitration Rules.** 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/>.

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.

**(d) Arbitration Costs.** 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.

**(e) Injunctive and Declaratory Relief.** Except as provided in Section 15(b) 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.

**(f) Class Action Waiver.** YOU AND NFF 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. Further, 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.

(g) Severability. With the exception of any of the provisions in Section 15(f) 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.

15. **General Terms.**

(a) Reservation of Rights. NFF and its licensors exclusively own all right, title and interest in and to the Interface, including all associated intellectual property rights. You acknowledge that the Interface 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 Interface.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between NFF and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between NFF and you regarding the Interface. 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 NFF’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. NFF 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.

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

(d) Waiver of Rights. NFF’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 NFF. 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.

16. **Contact Information**. If you have any questions about these Terms or the Interface, please contact NFF at [services@withbacked.xyz](mailto:services@withbacked.xyz).