

# Obol

## Terms Of Service

Last Updated: 31 March 2023

### 1. INTRODUCTION

These Terms of Service (these “**Terms**”) govern your access to and use of certain products, services and properties made available by Obol Labs, Inc. (“**Obol**,” “**we**,” “**us**” or “**our**”), including the website, available at <https://obol.tech> and all related websites and subdomains (the “**Website**”); Obol’s proprietary platform (as accessed through the Website) that enables users to access and use the Obol Protocol (as defined below); and any software and services provided on or in connection with the Website and platform (collectively with the Website, and excluding the Obol Protocol, the “**Service**”). As used herein, the terms “**you**,” and “**your**” refer to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms. If you enter into these terms on behalf of any entity, you represent and warrant that you have the authority to bind such entity to these Terms. Certain features of the Service may be subject to additional guidelines, terms, or rules (“**Supplemental Terms**”), which will be displayed in connection with such features. All such Supplemental Terms are incorporated by reference into these Terms. If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

THESE TERMS OF USE ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY. BY BROWSING THE WEBSITE, COMPLETING THE ACCOUNT REGISTRATION PROCESS, CONNECTION A DIGITAL WALLET TO THE SERVICE, ACCESSING OR USING THE OBOL PROTOCOL THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.**

THE SERVICE PROVIDES A USER INTERFACE THAT ENABLES END USERS TO INTERACT WITH THE OBOL PROTOCOL. WE ARE NOT A BROKER OR FINANCIAL INSTITUTION. THE SERVICE IS A COLLABORATIVE PLATFORM ONLY. OBOL IS NOT A PARTY TO ANY AGREEMENT BETWEEN ANY MEMBERS OF ANY DISTRIBUTED VALIDATOR CLUSTER (AS DEFINED BELOW) OR OTHERWISE BETWEEN ANY USERS OF THE SERVICE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT OBOL SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY OTHER USER OF THE SERVICE.

**PLEASE BE AWARE THAT SECTION 16 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND OBOL. AMONG OTHER THINGS, SECTION 16 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 16 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 16 CAREFULLY.**

**UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS**

**MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

PLEASE BE AWARE THAT SECTION 4(c) OF THESE TERMS, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING EMAIL COMMUNICATION.

Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the [Privacy Policy](#).

Obol reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review these Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

## 2. THE OBOL PROTOCOL

- a. Use of the Obol Protocol. The Obol Protocol is a software protocol that enables fault tolerant, high-availability validation on the Ethereum blockchain, empowering a group of users (a “**Distributed Validator Cluster**”) to collectively run a validator on the Ethereum blockchain across multiple machines through a system of smart contracts and related software (the “**Obol Protocol**”). The Obol Protocol is not a part of the Services. Obol does not have actual or constructive administrative control over the use of the Obol Protocol by you or any third party. The Obol Protocol is BSL in accordance with the terms of the BSL Licence (*insert link*) and nothing set forth in these Terms shall grant you any rights with respect to the Obol Protocol that supersede the rights set forth in the license applicable to the Obol Protocol. Obol does not affirmatively monitor or control any use of the Obol Protocol by third parties and/or any use of the Obol Protocol that does not take place on or through the Services. Obol makes no representations or warranties about the functionality of the Obol Protocol or any other users thereof. All use of the Obol Protocol is undertaken at your own risk, and Obol is not and shall not be liable to you or to any third party for any loss or damage arising from or connected to your or any third party’s use of the Obol Protocol. Notwithstanding anything to the contrary set forth herein, the terms of Section 12 (Assumption of Risk), Section 14 (Disclaimers), and Section 15 (Limitation of Liability) of the Terms apply, mutatis mutandis, to any claims arising out of your use of the Obol Protocol.
- b. No Updates or Modifications. Obol may, at its sole discretion, choose to release a new version of the Obol Protocol. The Services may not be interoperable with prior, abandoned, or outdated versions of the Obol Protocol.

## 3. OUR SERVICE

- a. Description of Service. Obol has developed, and hosts, operates, and supports, an online platform through which users can interact with the Obol Protocol to create, test, run and coordinate distributed validators on the Ethereum blockchain as a part of one or more Distributed Validator Clusters. The Service is a user interface that facilitates those interactions.

- B. Interactions with Other Users.** You are solely responsible for your interactions with other users of the Services and/or the Obol Protocol and any other parties with whom you interact; provided, however, that we reserve the right, but have no obligation, to intercede in any disputes between users. The Service may enable you to view or access Content provided by other users “**User Content**”. We are not responsible for and do not control User Content. We have no obligation to review or monitor, and do not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other users at your own risk. You agree that Obol will not be responsible for any liability incurred as the result of your interactions with other users.
- C. No Representations or Warranties.** Obol makes no warranties or representations whatsoever with regard to the Services, the Obol Protocol, or any other users of the Services and/or Obol Protocol. You will not consider Obol, nor will Obol be construed as, a party to any transactions facilitated through or interactions you have on, through, or in connection with the Obol Protocol, whether or not Obol may have received some form of revenue or other remuneration in connection with the transaction as consideration for providing the venue, means, or mechanism for such transaction or interaction, nor will Obol be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transaction. We do not investigate nor make any representations about any other user’s ability or eligibility to interact with you through or in connection with the Services and/or the Obol Protocol.
- D. Business Software Licence.** You acknowledge and agree that the Service may use, incorporate or link to certain software made available under a business software license (BSL) and that your use of the Service is subject to, and you agree to comply with, any applicable BSL licenses. Each item of BSL is licensed under the terms of the end-user license that accompanies such BSL. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the BSL .
- E. CONNECTING A DIGITAL WALLET; CONSENT TO ELECTRONIC COMMUNICATION**
- F. Connecting a Digital Wallet; Registration Information.** In order to use certain features of the Service you will need to register an account (an “**Account**”), connect a compatible third-party digital wallet (a “**Digital Wallet**”), and accept these Terms. You must be eighteen (18) years old to use the Service. When you register your Account and/or connect your Digital Wallet to the Website or otherwise use the Service, you may be asked to provide certain information to us (“**Registration Information**”). You agree to (i) provide accurate, current, and complete Registration Information; (ii) maintain and promptly update your Registration Information from time to time as necessary, (iii) maintain the security of your Digital Wallet and accept all risks of unauthorized access thereto, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to the Service or your Digital Wallet. Obol may require you to provide additional information and documents at the request of any competent authority or in order to help Obol comply with applicable law, regulation, or policy, including anti-money laundering laws, or for counteracting financing of terrorism. Obol may also require you to provide additional information and documents in cases where it has reasons to believe that:
- Your Digital Wallet is being used for money laundering or for any other illegal activity;
  - You have concealed or reported false identification information and other Registration Information; or
  - Transactions effected via your Digital Wallet were effected in breach of these Terms.

In such cases, Obol, in its sole discretion, may disable your ability to use the Service until such requested additional information and documents have been reviewed by Obol and accepted as

satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, Obol may refuse to provide any Content, product, service, and/or further access to the Service to you.

- g. User Agreements. You agree that you will not:
- buy, sell, rent, or lease access to the Service without our written permission;
  - attempt to use the Service after removal by us; or
  - access or try to access the Service through unauthorized third party applications or clients.
- h. Consent to Electronic Communications. By registering an Account and/or connecting a Digital Wallet, you consent to receive electronic communications from Obol (e.g., via email, message to such Digital Wallet, discord, or by posting notices to the Service). These communications may include notices about your use of the Service (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, any requirements that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
- i. User Representations and Warranties. When you register an Account and/or connect a Digital Wallet to the Service, you hereby represent and warrant, to and for the benefit of Obol and its affiliates, as follows:
- You have all requisite capacity, power and authority to enter into and perform your obligations under these Terms, including to access the Service and/or use the Obol Protocol. The execution, delivery and performance of, and the performance of your obligations under, these Terms have been duly authorized by all necessary action on your part and on the part of any entity on behalf of which you are entering into these Terms, and no other proceedings are necessary to authorize the execution, delivery or performance of your obligations under these Terms.
  - These Terms constitute your legal, valid and binding obligation, enforceable against you in accordance with these Terms.
  - All Registration Information and other information provided to Obol by you is accurate and complete. None of: (i) you; (ii) any affiliate of any entity on behalf of which you are entering into these Terms; (iii) any other person having a beneficial interest in any entity on behalf of which you are entering into these Terms (or in any affiliate thereof); or (iv) any person for whom you are acting as agent or nominee in connection with these Terms is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or any person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
  - These Terms do not, and the performance of your obligations under these Terms will not: (i) if you are entering into these terms on behalf of an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate

any right of any third party or any legal requirement applicable to you or to any of the assets owned or used by you; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.

- You are sophisticated, experienced and knowledgeable in blockchain technology generally and the matters contemplated by this Agreement specifically. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing and, in making the determination to use the Service, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally are evolving, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Obol, in determining to enter into these Terms, access the Obol Protocol, or otherwise use the Service.
  - There is no legal proceeding pending that relates to your activities relating to any token- or digital asset- trading or blockchain technology related activities.
  - You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or token-trading activities. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to your use of the Service and/or Obol Protocol.
- j. Responsibility for Fees. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

#### 4. TERMS APPLICABLE TO DISTRIBUTED VALIDATOR CLUSTERS.

- a. Distributed Validator Cluster Terms. When you use the Service to join or participate in a Distributed Validator Cluster, you may enter into one or more agreements with other members of such Distributed Validator Cluster (“**Validator Cluster Terms**”). You represent to and for the benefit of Obol that you have all right and authority necessary to perform your obligations under the applicable Validator Cluster Terms and that the Validator Cluster Terms will comply with applicable law and these Terms. You acknowledge and agree that, as between you and Obol, you are solely responsible for reviewing and complying with any Validator Cluster Terms applicable to your use of the Service and/or the Obol Protocol. Notwithstanding anything else set forth herein, Obol does not verify any Validator Cluster Terms and makes no representations or warranties that any Distributed Validator Cluster is legitimate, accurate, or complies with applicable law, rule, or regulation. You enter into any Distributed Validator Cluster and agree to any Validator Cluster Terms at your own risk, and Obol shall have no liability to you arising from or in connection with the same.
- b. Independent Contractor. You acknowledge and agree that your relationship with Obol is limited to that of an independent contractor, and not an employee, joint venturer, sales representative,

agent, franchisee or partner of Obol for any reason. You acknowledge and agree to act exclusively on behalf and for your own benefit, and not on behalf of, or for the benefit of, Obol. You are solely responsible for your use of the Service and Obol does not, and will not be deemed to, control your use of the Service or your performance under this agreement.

## 5. PRICING; PAYMENTS

- a. General. All pricing and payment terms are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of the applicable transaction.
- b. Payment Currency. You may not substitute any other currency (including any other cryptocurrency) for the currency in which you have contracted to pay at the time you entered into an agreement. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any payment obligation. If the balance of cryptocurrency in your Digital Wallet is insufficient to cover your payment obligations, you may not be able to enter into a transaction or use the applicable Service. Whether a particular cryptocurrency is accepted as a payment method by Obol is subject to change at any time in Obol's sole discretion. Obol may add or change any supported blockchains or payment processing services at any time in its sole discretion. All such services may be subject to additional terms and conditions.

## 6. OWNERSHIP

- a. Content. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Obol logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Content**") are the proprietary property of Obol or our affiliates, licensors or users, as applicable.
- b. Third-Party Licenses. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Obol or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
- c. License to Service and Content. You are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, "as-is" license to access and use the Service and Content for your own use; provided, however, that such license is subject to these Terms and does not include any right to (i) sell, resell, or otherwise exploit commercially the Service or Content, (ii) distribute, publicly perform, or publicly display any Content, (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (vi) use the Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 9 below.
- d. Feedback. You hereby grant Obol a perpetual, irrevocable, fee-free, fully-paid, worldwide, non-exclusive right and license (with right to freely transfer and sublicense) any suggestions, feedback, or other input provided by you with respect to the Services and/or Obol Protocol ("**Feedback**"). You represent and warrant that you have all rights necessary to grant the foregoing license. Furthermore, you acknowledge and agree that Obol shall have no liability to you with respect to the Feedback or any use by Obol thereof, and that you have no expectations of confidentiality in the Feedback.

## 7. THIRD-PARTY SERVICES; THIRD-PARTY TERMS

- a. Third-Party Services. The Service may contain links to third-party properties and applications (collectively, “**Third-Party Services**”). When you click on a link to a Third-Party Service, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Services. Obol is not responsible for any Third-Party Services. Obol provides links to these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or their products or services. You use all links in Third-Party Services at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
- b. Terms Applicable to Third-Party Services. The Service and Content may include components, including software components, that are provided by a third party and that are subject to separate license terms, in which case those license terms will govern your access to and use of such components.

## 8. ACCEPTABLE USE POLICY

You agree that you are solely responsible for your conduct while accessing or using the Service. You agree that you will abide by these Terms and will not:

- a. Provide false or misleading information to Obol;
- b. Use or attempt to use another user’s Digital Wallet without authorization from such user and Obol;
- c. Pose as another person or create a misleading username;
- d. Circumvent or attempt to circumvent any limitations or restrictions placed on promotions offered by Obol;
- e. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- f. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- g. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- h. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- i. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- j. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;
- k. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, unsolicited airdrops, and direct marketing);

- l. Bypass or ignore instructions that control all automated access to the Service;
- m. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or these Terms;
- n. Use the Service to carry out any illegal activities, or use the Digital Wallet that you use in connection with the Service in connection with any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Service;
- o. Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:
  - trading any digital asset at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such digital asset, unduly or improperly influencing the market price for such digital asset or establishing a price which does not reflect the true state of the market in such digital asset;
  - executing or causing the execution of any transaction in a digital asset which involves no material change in the beneficial ownership thereof; or
  - participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of any digital asset; or
- p. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions.

## 10. Investigations

If Obol becomes aware of any possible violations by you of these Terms, Obol reserves the right to investigate such violations. If, as a result of the investigation, Obol believes that criminal activity may have occurred, Obol reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Obol is entitled, except to the extent prohibited by applicable law, to disclose to third parties any information or materials (including without limitation User Content) in Obol’s possession, including in order to (i) comply with applicable laws, legal process or governmental request; (ii) enforce these Terms, (iii) respond to any claims that User Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Obol, its users, or the public, as Obol in its sole discretion believes to be necessary or appropriate. By agreeing to these Terms, you hereby provide your irrevocable consent to such monitoring. You understand, acknowledge, and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

## 11. RELEASE

You hereby release and forever discharge Obol and our officers, employees, agents, successors, and assigns (the “**Obol Entities**”) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any



interactions with, or act or omission of, other users of the Service and/or the Obol Protocol). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

## 12. ASSUMPTION OF RISK

You acknowledge and agree that:

- a. You are solely responsible for determining what, if any, taxes apply to your use of the Service and/or Obol Protocol. Neither Obol nor any other Obol Entity is responsible for determining the taxes that may apply to your use of the Service or Obol Protocol.
- b. Digital assets exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such digital assets. Our Service does not store, send, or receive digital assets. Any transfer of digital assets occurs within the supporting blockchain and/or as facilitated by the Obol Protocol, and not on the Service.
- c. There are risks associated with using digital assets and digital currency, including but not limited to the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Digital Wallet.
- d. There are risks associated with use of the Obol Protocol, including but not limited to security flaws and vulnerabilities, bugs, and other factors. Obol makes no representations as to the security of the Obol Protocol, and you enter into any transaction or relationship using the Obol Protocol at your own risk.
- e. Obol does not monitor, and is not liable to you for, any user activity in connection with the Service or the Obol Protocol. Obol cannot control, and makes no representations with respect to, the behavior of any user activity in connection with the Service or the Obol Protocol, including without limitation any actions taken in violation of the applicable Validator Cluster Terms.
- f. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Service.
- g. There are risks associated with user-generated User Content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.

## 13. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Obol and the Obol Entities from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to these Terms or your use of the Service or the Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”),

including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service or the Obol Protocol, (b) any Feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of any third party, including another user. You agree to promptly notify Obol of any third-party Claims and cooperate with the Obol Entities in defending such Claims. You further agree that the Obol Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND OBOL.

#### **14. DISCLAIMERS**

THE SERVICE AND CONTENT CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. OBOL (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. OBOL DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. OBOL DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE OBOL ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, OBOL CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY TOKENS LISTED ON OUR SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF DIGITAL ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR OBOL PROTOCOL; (VI) YOUR USE OF OR FAILURE TO USE THE OBOL PROTOCOL; OR (VII) ANY USE OR MISUSE OF THE SERVICE BY YOU OR ANY THIRD PARTY.

FROM TIME TO TIME, OBOL MAY OFFER NEW “BETA” FEATURES OR TOOLS. ALL SUCH FEATURES OR TOOLS ARE OFFERED “AS IS” AND WITH ALL FAULTS, SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT OBOL’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

Obol is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (including blockchains). Obol is not responsible for casualties due to developers or representatives delay or failure to report any issues with any blockchain supporting the Service and/or Obol Protocol, including without limitation forks, technical node issues, or any other issues that result in losses of any sort, including without limitation any issues arising from or related to the Obol Protocol.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **15. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OBOL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, YOUR USE OF OR INABILITY TO USE THE OBOL PROTOCOL FOR ANY PURPOSE, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF OBOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF OBOL ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), YOUR USE OF OR INABILITY TO USE THE OBOL PROTOCOL, OR ANY TOKENS BORROWED OR LENT THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT PAID TO OBOL BY YOU IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **16. DISPUTE RESOLUTION. Please read this Arbitration Agreement (the “Arbitration Agreement”) carefully. It is part of your contract with Obol and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

- a. **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Obol agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service, any communications you receive from us, any use of or interaction with the Obol Protocol (including any failure of the same) or the Terms and prior versions of the Terms, including claims and disputes that arose between us before the effective date of these Terms (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Obol may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Obol may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration

Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of these Terms.

- b. **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Obol. If that occurs, Obol is committed to working with you to reach a reasonable resolution. You and Obol agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Obol therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Obol that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to the contact information set forth in Section 18. The Notice must include: (1) your name, telephone number, mailing address, e-mail address and/or Digital Wallet address (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.
- c. **Waiver of Jury Trial. YOU AND OBOL HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and Obol are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- d. **Waiver of Class and Other Non-Individualized Relief. YOU AND OBOL AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 16.i, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.** Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 16.i entitled “Batch Arbitration.” Notwithstanding

anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, “Waiver of Class and Other Non-Individualized Relief,” are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Obol agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of New York. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Obol from participating in a class-wide settlement of claims.

- e. **Rules and Forum.** The Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Obol agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration (if applicable) as well as the applicable Digital Wallet address; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Obol otherwise agree, or the Batch Arbitration process discussed in subsection 16.i is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Obol agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.
- f. **Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from the AAA’s roster of consumer

dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 16.i is triggered, the AAA will appoint the arbitrator for each batch.

- g. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the subsection entitled “Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or that such subsection entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.
- h. **Attorneys’ Fees and Costs.** The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Obol need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.
- i. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Obol agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Obol by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“**Batch Arbitration**”). All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and

seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Obol. You and Obol agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

- j. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the address set forth in Section 18, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, email address, Digital Wallet address (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- k. **Invalidity, Expiration.** Except as provided in the subsection entitled “Waiver of Class and Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Obol as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.
- l. **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if Obol makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Obol at the address set forth in Section 18, your continued use of the Obol Services, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Obol will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.
- m. **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a

party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**n. Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Obol.

## **17. GENERAL**

You may terminate these Terms by closing your Account, disconnecting your Digital Wallet, ceasing all further use of the Service, and sending us notice of your intention to terminate these Terms at the address set forth in Section 18, below. We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. All sections of these Terms intended by their nature to survive, including without your indemnification obligations, all disclaimers, your release of Obol, and our limitation of liability hereunder, shall survive such termination. These Terms, and your access to, and use of, the Service, shall be governed by and construed and enforced in accordance with the laws of the state of New York, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the courts of New York. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms. Your relationship to Obol is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Obol. Obol's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of Obol and you and are not intended to confer third party beneficiary rights upon any other person or entity.

## **18. CONTACT INFORMATION**

Obol Labs, Inc.

ATTN: Obol Legal

Email: [legal@obol.tech](mailto:legal@obol.tech)