

Terms of Use – Incentive Program

Dymension Technologies Ltd. ("**Company**", "**us**", "**our**", or "**we**"), operates this testnet-hosted incentive program ("**Incentive Program**"). These Terms of Use ("**Terms**") govern your access and use of the Incentive Program, which provides certain incentive awards to eligible users of public testnet(s) ("**Testnet**"). Such incentive awards may include digital assets such as Dymension's native tokens ("**Incentive Award(s)**").

The Incentive Program is a voluntary program, pursuant to which the Company may, in its sole discretion, provide You Incentive Awards for your successful completion of certain tasks on the Testnet, and/or your function in your capacity as a certain type of user of the Testnet, deployer of RollApp, validator, *inter alia*. The Testnet is not a service and does not constitute an element of the services provided by the Company. The Company does not own, operate or have any control over the Testnet protocol(s) and only operates the Incentive Program through which user may interact with such Testnet protocol(s). We accept no liability for the operation or deployment of the Testnet protocol(s), in any Testnet or mainnet environment.

Please read these Terms carefully. By participating in this Incentive Program and/or claiming any Incentive Awards, You assent to these Terms and their binding effect. We may change these Terms from time to time and by continuing to use the Incentive Program following any changes, You agree to the amended Terms. If You do not agree to any of these Terms, please immediately discontinue your participation in the Incentive Program.

1. Use of Incentive Program

- 1.1. Subject to these Terms, Company allows You to access and use the Incentive Program on a non-exclusive basis for your own personal purposes.
- 1.2. Use of and access to the Incentive Program is void where prohibited by law. You represent and warrant that (a) You are at least 18 years old; (b) your use of the Incentive Program does not violate any applicable law, regulation, or obligation You may have to a third party; and (c) You have the ability to form a binding contract on your own behalf and any company or legal entity for whom You may access and use the Incentive Program; (d) You shall comply with applicable laws, regulations, and these Terms throughout your use of the Incentive Program. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to You as a user of the Incentive Program; (e) You are not a US Person as defined under US law, nor does Your activity is controlled or managed by a US person of for the benefit of a US person. The right to access the Incentive Program is revoked where these Terms or use of the Incentive Program is prohibited.

- 1.3. In order to participate in the Incentive Program, You may be asked to provide certain information like Discord account name, email address, and RollApp details.

2. General Terms

- 2.1. Subject to Amendments. The Company may, at its sole discretion, with or without notice to You, modify, substitute, eliminate or add to the Incentive Program as well as any and all content and information on the Incentive Program, subject to applicable law.
- 2.2. No Control. The Company does not control nor does it operate or own any version of the Testnet on any blockchain network nor is it responsible for its functionality and safety. By using the Incentive Program, You understand that You are not buying or selling Incentive Awards from us, and that we do not operate any liquidity pools on the Testnet or control trade execution on the Testnet.
- 2.3. Wallets; Third Party Providers. Subject to the terms herein, in order to participate in the Incentive Program and/or receive Incentive Awards, You will be required to hold a third-party-provided digital wallet which allows You to perform transactions registered over the blockchain ("**Wallet**"). Your Wallet details will be associated with your account with us, if and as applicable. Your use of the Wallet is subject to the third-party Wallet provider's terms and conditions governing use of that third party's service and that third party's personal data collection practices. Without derogating from the terms herein, You are solely responsible for the security of your Wallet and all activity(ies) associated with it, even if such activities were not committed by You. You represent and warrant that the Wallet belongs to You and is intended for your individual use. To the fullest extent permitted by applicable law, Company will not be liable for any losses or damages arising from unauthorized use of your Wallet, including without limitation, in case You lose access to your Wallet. Without limitation to the foregoing, the Company may share identifying information and documentation with certain vendors or third-party providers who provide such identity verification and sanctions and watchlist screening services (the "**Third-Party Services**"). You agree that your access and use of such Third-Party Services is governed solely by the terms and conditions of such Third-Party Services, and the Company is not responsible or liable for, and make no representations as to any aspect of such Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services. You irrevocably waive any claim against the Company with respect to such Third-Party Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement,

access or use of any such Third-Party Services, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services.

- 2.4. Non-custodial fiduciary duties. The Incentive Program is a purely non-custodial distribution mechanism, and You are solely responsible for the custody of the cryptographic private keys to Wallets You hold. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, You acknowledge and agree that Company owes no fiduciary or other duties or liabilities to You or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated.
- 2.5. Compliance. Without derogating from any terms herein, You hereby represent and warrant that You and Your participation in the Incentive Program and receipt of any Incentive Award will, at all times: (i) comply with all applicable laws, including without limitation, in the Cayman Islands, British Version Islands, the USA, the European Union and the UK, relating to anti-bribery, anti-money laundering, prohibition on terror financing, Sanctions and Sanctions Lists, export control; and (ii) not conduct or engage in any trade, activities, sales, transactions, business, dealings or provision of services, whether directly or indirectly, in or with any sanctioned country or any individual or entity on or affiliated with an individual or entity on a Sanctions List or otherwise facilitate any illegal activity. You will not use a VPN or other tool to circumvent any geoblock or other restrictions that we may have implemented for participants in the Incentive Program. "**Sanctions**" means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction and trade activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by any sanctions authority, including without limitation, His Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government and or any equivalent body of the European Union. "**Sanctions List**" means any of the lists of specifically designated nationals or designated or sanctioned individuals or entities (or equivalent) issued by any competent authority, each as amended, supplemented or substituted from time to time, and in any event, shall include North Korea, Iran, and Russia. Company preserves the right at its sole discretion to deploy certain technological measure, such as "geo-fencing" or blockchain analytics to ensure compliance in accordance with these Terms.
- 2.6. Tax. Without derogating from the foregoing, your use of the Incentive Program may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is your responsibility to determine whether taxes apply to any transactions You

initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

- 2.7. Prohibited Activities. You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Incentive Program: intellectual property infringement, cyberattack, fraud, misrepresentation, market manipulation, securities and derivatives violation, or any other unlawful conduct.
- 2.8. Supplemental Information; Privacy. We may collect information to help us determine the reliability or uptime of your activities within the Incentive Program, including through the use of telemetry or metrics endpoints to collect and analyse such information, and link this information to a unique identifier to represent your activities within the Incentive Program. We may display all of the foregoing information on a public dashboard. Additionally, we may collect certain information about you from Third-Party Services and may combine information we receive from you with information we obtain from Third-Party Services, including but not limited to:
- (i) Transaction information. Information related to transactions in your Wallet, your Wallet address, activities performed using your Wallet, tokens received by your Wallet, or transactions initiated or completed.
 - (ii) Identification information. For receiving the Incentive Awards we will collect your identification (e.g., driver's license, passport, etc.), proof of address, , and entity formation information if applicable. By agreeing to these Terms, you consent to our use of your personal information, and understand and agree that our use of the personal information is necessary for the performance of these Terms and the implementation of the Services.

Such information is collected in order to confirm your eligibility to participate in the Incentive Program and receive Incentive Awards, for compliance with our legal obligations, to detect and prevent fraud, and to provide you with the Incentive Program. We are not responsible or liable for the accuracy of the information provided to us by third parties and are not responsible for any third party's policies or practices.

- 2.9. Receipt of Rewards Entirely for Own Account. Your eligibility to receive Incentive Awards is made in reliance upon your representation to the Company, which by your agreement to these Terms you hereby confirm, that any Incentive Awards you receive will be for your own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that you have no present intention of selling, granting any participation in, or otherwise distributing the same. By agreeing to these Terms, you further represent that

you do not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any Incentive Awards. If you are agreeing to these terms on behalf of an entity, that entity has not been formed for the specific purpose of obtaining the Incentive Awards.

2.10. Disclosure of Information. Your eligibility to receive Incentive Awards is made in reliance upon your representation to the Company, which by your agreement to these Terms you hereby confirm, that you have sufficient knowledge of and experience in business and financial matters to be able to evaluate the risks and merits of your participation in the Incentive Program and of any Incentive Awards and are able to bear the risks thereof. You hereby affirm that you have not relied on any representations or warranties made by the Company related to the Incentive Program, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper.

2.11. Compliance with United States Securities Laws. You understand that the Incentive Awards have not been, and will not be, registered under the 1933 Act or any applicable state securities laws. You acknowledge that the availability of an exemption from the registration provisions of the Securities Act and other applicable state securities laws depends upon, among other things, the bona fide nature of your intent as described in Section 1.2 above and with respect to the accuracy of your representations as expressed throughout these Terms. You understand that the Incentive Awards may be deemed "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, you may be restricted from transferring any Incentive Awards unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. You acknowledge that the Company does not undertake any obligation to register or qualify the Incentive Awards for resale, and exemptions from registration and qualification may not be available or may not permit you to transfer all or any of the Incentive Awards in the amounts or at the times proposed by you. You further acknowledge that if an exemption from registration or qualification is available, such exemption may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Incentive Awards, and on other factors outside of your control, for which the Company makes no assurances and may not be able to satisfy.

3. **Use Restrictions.**

Without derogating from any additional restrictions and limitations set forth in these

Terms, You may not do or attempt to do or facilitate a third party in doing any of the following with regards to the Testnet(s), RollApps, blockchain protocol (all together “**Software**”): (1) decipher, decompile, disassemble, or reverse-engineer any of the Software, if and as applicable;(2) circumvent, disable, or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying of any user content or other content available through the Software; (3) use the Software, and/or content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the software; (5) use or access another user's account without permission; (6) use the Software or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Software and/or any related materials in violation of such laws.

4. Intellectual Property

Company or its licensors, as the case may be, have all right, title, and interest in the Incentive Program and any content thereon (excluding user content), including its overall appearance, text, graphics, graphics design, videos, demos, Incentive Programs, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, You may not copy, further develop, reproduce, republish, modify, alter, download, post, broadcast, transmit or otherwise use the Incentive Program or content thereon for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Incentive Program. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Incentive Program should be construed as granting You any right to use any trademark, service mark, logo, or trade name of Company or any third party. If You provide Company with any feedback regarding the Incentive Program, Incentive Award(s) and/or Company's business, Company may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

5. Disclaimers and Disclaimer of Warranty

5.1. All information and content provided through the Incentive Program are for informational purposes only and Company provides no guarantees with respect thereto. Your use of the Incentive Program is at your sole discretion and risk. To the fullest extent permitted under applicable law, the Incentive Program, content thereon and/or any Testnet are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or

warrant that Incentive Program will be of good quality or fit for purpose.

- 5.2. The information presented should not be construed as investment advice or a recommendation that a particular Incentive Award is a safe or sound investment. You should not take, or refrain from taking, any action based on any information contained in the Incentive Program. By providing information in relation to the Incentive Awards for your convenience through the Incentive Program, we do not make any investment recommendations to You or opine on the merits of any transaction or opportunity. You alone are responsible for determining whether any investment, investment strategy or related transaction is appropriate for You based on your personal investment objectives, financial circumstances, and risk tolerance. You understand that no public market now exists for the Incentive Awards, and that the Company has not made any assurances that a public market will ever exist for the Incentive Awards. At no time were you presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with any invitation to participate in the Incentive Program or offer of the Incentive Awards.
- 5.3. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE AND/OR INCENTIVE PROGRAM (INCLUDING ANY INCENTIVE AWARD) OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SITE AND/OR INCENTIVE PROGRAM (INCLUDING ANY INCENTIVE AWARD OR TESTNET); (II) THAT THE INCENTIVE PROGRAM WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.
- 5.4. No advice or information, whether oral or written, obtained by You from us, shall create any warranty that is not expressly stated in these Terms. If You choose to rely on such information, You do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to You. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
- 5.5. You acknowledge and agree that Company is not a data retention service. You therefore must create backups of and otherwise secure your data, and Company shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data. The Company does not control how third parties handle your data and You should review their data and

privacy policies. By accessing and using the Incentive Program, You understand and consent to our data practices and our service providers' treatment of your information. We use the information we collect to detect, prevent, and mitigate financial crime and other illicit or harmful activities on the Incentive Program. For these purposes, we may share the information we collect with blockchain analytics providers. We share information with such service providers only in order that they can help promote the safety, security, and integrity of the Incentive Program.

- 5.6. CERTAIN SERVICES REQUIRE THIRD PARTY SERVICES (INCLUDING USE OF YOUR WALLET); COMPANY WILL NOT BE LIABLE FOR ANY NON-PERFORMANCE OR BREACH ARISING OUT OF SUCH THIRD-PARTY SERVICES' ERROR OR UNAVAILABILITY.
- 5.7. BY ACCESSING AND USING THE INCENTIVE PROGRAM, YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND AND ASSESS THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS, INCLUDING (BUT NOT LIMITED TO) ADOPTION, SPECULATION, TECHNOLOGY, SECURITY, AND REGULATION, AND THAT YOU HAVE A WORKING KNOWLEDGE OF THE USAGE AND INTRICACIES OF DIGITAL ASSETS. YOU ACKNOWLEDGE THAT THE VALUE OF DIGITAL ASSETS IS SUBJECT TO VOLATILITY AND FLUCTUATIONS IN THE PRICE OF CRYPTOCURRENCY THUS CAN ALSO MATERIALLY AND ADVERSELY AFFECT DIGITAL ASSET PRICES, EVEN TO THE EXTENT TO LOSING ALL VALUE. YOU UNDERSTAND THAT ANYONE CAN CREATE A DIGITAL ASSET, INCLUDING FAKE VERSIONS OF EXISTING DIGITAL ASSETS AND DIGITAL ASSETS THAT FALSELY CLAIM TO REPRESENT PROJECTS, AND ACKNOWLEDGE AND ACCEPT THE RISK THAT YOU MAY MISTAKENLY TRADE THOSE OR OTHER DIGITAL ASSETS.
- 5.8. YOU ACKNOWLEDGE THAT DIGITAL ASSET(S) ONLY EXIST BY VIRTUE OF OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN NETWORK, AND ANY TRANSFER OF TITLE OF ANY DIGITAL ASSET(S) IS AFFECTED ON SUCH NETWORK.
- 5.9. Third-Party Resources and Promotions. The Incentive Program may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Incentive Program. We do not endorse or assume any responsibility for any such resources or promotions. If You access any such resources or participate in any such promotions, You do so at your own risk, and You

understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

- 5.10. You agree and acknowledge that if you are unable to claim any award(s) of Incentive Awards due to technical bugs, gas fees, loss of access to a Wallet or the keys thereto, loss of access to any other third party products or unaffiliated network or blockchain, or for any other reason, you will have no recourse or claim against Us or any other Company entity and that neither we nor any other Company entity will bear any liability.

6. Limitation of Liability

- 6.1. Without derogating from any of the above, we assume no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Incentive Program. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Incentive Program. We shall not be responsible for any loss or damage, including personal injury or death, resulting from the conduct of any participation in the Incentive Program. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by You or on your behalf and You hereby represent and warrant that You are solely responsible for any and all data provided to Company, including any incorrect data and You shall assume any and all liability for any consequences of provision of such incorrect data to us.
- 6.2. IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE INCENTIVE PROGRAM, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR

CAUSE OF ACTION AROSE. IF YOU HAVE NOT MADE ANY PAYMENTS TO COMPANY FOR THE USE OF THE INCENTIVE PROGRAM, THEN COMPANY'S MAXIMUM CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED US\$100.

7. Indemnification.

You agree to indemnify, defend, and hold harmless Company, its affiliates, and their respective employees, directors, officers, subcontractors and agents from and against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by You or anyone using your computer or Wallet (whether authorized or unauthorized); (b) your use or misuse of the Incentive Program; (c) any user content, or your Wallet; (d) any claim, loss or damage experienced from your participation or attempted participation in (or inability to participate in) the Incentive Program; (e) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which You are subject; (f) your infringement of any right of any third party; and (g) any other matter for which You are responsible hereunder or under applicable law. You may not settle or compromise such suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.

8. Release of Claims.

You expressly agree that You assume all risks in connection with your access to and participation in the Incentive Program and your interaction with the Incentive Award (s). You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your participation in the Incentive Program and your interaction with the Incentive Award (s).

9. Notices.

Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.

10. Arbitration; No Class Action.

- 10.1. We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, You will contact us by email to hello@dymension.xyz in order that we can attempt to resolve it without resorting to formal dispute resolution. If we are unable to reach an informal resolution within sixty days of receiving your email, You agree to resolve the potential dispute according to the process set forth below:
- 10.2. Any claim or controversy arising out of or relating to the Incentive Program, the Terms, or any other acts or omissions for which You may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("**Dispute**"), shall be finally and exclusively settled by arbitration in the English language in accordance with the Cayman Island arbitration rules. The number of arbitrators shall be One. The place of arbitration shall be Cayman Island. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- 10.3. You expressly agree that no Dispute may be brought or submitted to arbitration or heard by an arbitration panel as a class action, or consolidated with any other Dispute(s) and the arbitrators or arbitration panel shall have no authority to consolidate claims or certify a class of Disputes. You expressly waive any right You may have to submit or consolidate Your Dispute with those of other participants in the Incentive Program and shall be limited to submitting Your individual Dispute to arbitration.

11. Miscellaneous.

These Terms shall be governed solely by the laws of Cayman Islands, and without regard to the United Nations Convention on the International Sales of Goods. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between You and Company or enables You to act on behalf of Company. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and You pertaining to the subject matter hereof, and any and all other agreements existing between us and You relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.