

Mamo

## Terms of Service

Last Updated: May 12, 2025

Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of the website located at <https://www.mamo.bot/> (the “**Site**”). The Site is a software portal made available by Lunar Labs Inc. (the “**Company**”, “**we**”, or “**us**”). The Site provides an interface to access, interact with, and transact with Mamo, an autonomous agent designed to optimize decentralized finance (“**DeFi**”) yields. Mamo is built on the Base network, leveraging the Ethereum ecosystem (the “**Agent**”), and is maintained by Lunar Labs Inc. For ease of reference, the Site and our services are collectively called the “**Services**”.

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

PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “**RESTRICTED PERSON**”).

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

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

**APPLY TO YOU BUT THE PROVISIONS OF SECTION 13 (GOVERNING LAW) WILL APPLY INSTEAD.**

**1. Agreement to Terms**

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

**2. Privacy Policy**

Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information. Please note that from time to time, we may also provide links to third-party websites or offer products and services provided by third parties on our Site. By accessing or using such third-party products or services, you acknowledge and agree to comply with the applicable terms, conditions, and privacy policies of those third parties.

**3. Changes to these Terms or the Services**

We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site and/or may also send other communications. It's important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

#### 4. Who May Use the Services?

The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. The Services are not authorized for use in certain other jurisdictions (see ‘Notice on Prohibited Use’ above). You may not attempt to access or use the Services if you are not permitted to do so. In order to protect the integrity of the Services, we reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers. For the purposes of the Terms, “**Restricted Territory**” means Cuba, Iran, North Korea, Syria, the Crimea, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, and any other country to which the United States embargoes goods or imposes similar sanctions.

#### 5. Third Party Service Eligibility

To access or use third-party services offered through the platform, you must meet the eligibility criteria and requirements established by the respective third-party providers. This may include, but is not limited to, successful completion of a KYC verification process, meeting the minimum age requirement as specified by such third parties, and maintaining compliance with applicable laws and regulations. Such eligibility processes are managed entirely by third parties, their banking or service partners, and the Company has no role in such approvals. Third parties reserve the right to reject applications or suspend services for users who fail to meet these requirements or provide false or incomplete information. The Company has no control over and assumes no liability for the terms, eligibility criteria, or performance of any third-party services.

#### 6. About the Services

(a) *Our Services*. Our Services facilitate interaction with third party blockchains, Protocols, networks, and ecosystems (“**Third Party Services**”) with Mamo to help users execute transactions on the decentralized blockchain(s) supported by the Services (“**Blockchain**”).

**(i)** You may participate in the Services by linking your supported digital wallet(s) via the functionality of the Services. Before engaging in any transactions, we will ask you to use a supported electronic wallet extension and connect and unlock your digital wallets with that extension. Once you submit an order to engage in a transaction, your order is passed on to the applicable extension, which completes the transaction on your behalf.

**(ii)** THE SERVICES ARE ONLY AN INTERFACE WITH THE THIRD PARTY SERVICES, WHICH WE DO NOT OWN OR CONTROL. WE ARE NOT A MARKETPLACE FACILITATOR, A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. WE ARE NOT A PARTY TO ANY TRANSACTIONS THAT OCCUR ON THE BLOCKCHAIN.

**(iii)** You hereby acknowledge and agree that (1) any and all staking, borrow-lending, rewards or other similar Third Party Services made available to you or accessible via the Site, are not affiliated with, owned, or controlled by the Company, (2) the availability of any Third Party Services, including any blockchain, smart contract, Agent or other network accessible from the site does not constitute an endorsement or approval by the Company of any such Third Party Services, (3) by selecting to stake, deposit, or borrow your digital assets to any Third Party Services, including their services, you are subject to such Third Party Services' terms of use, terms of service, or other applicable agreements, as well as risks associated with such Third Party Services, and (4) Third Party Services may require that your digital assets be transferred on-chain to a wallet, public key or smart contract address not controlled by the Company.

**(iv)** The Company or any Third-Party Services may charge a fee for their services, including a percentage of the borrow interest rate fees or staking rewards.

**(b) *Transactions Are Conducted on the Blockchain.*** You acknowledge and agree that the Site is an online interface provider, and we do not direct or control the Agent or any associated blockchain, smart contract, or other network in connection therewith. We do not buy or sell on behalf of any user of the Services. We will have no ability to reverse any payments or transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Services. **YOU ARE SOLELY RESPONSIBLE FOR ANY LOSSES THAT YOU INCUR FROM USING THE SERVICES.**

(c) *Third Party Services.* The Services may include access to or integration with third-party products, services, or platforms. These third-party services are offered and operated solely by the respective third parties, and the Company does not own, control, or manage these services. Your use of third-party services is subject to the terms, conditions, and privacy policies established by the third-party providers. The Company makes no representations or warranties regarding these third-party services and assumes no responsibility or liability for their availability, functionality, or performance, nor for any losses or damages arising from your use of them.

## **7. Your Content**

(a) *User Inputs.* Our Services may allow you to provide inputs such as configuration parameters, queries, prompts, or other data to interact with the Agent (“User Content”). The Company does not claim ownership over your User Content and these Terms do not limit your rights to it, except as set forth below.

(b) *License Grant.* By submitting User Content through the Services, you grant the Company a non-exclusive, worldwide, royalty-free license to use, store, process, and display your User Content solely as necessary to operate and improve the Services.

(c) *Responsibility.* You are solely responsible for your User Content. You represent and warrant that you have all necessary rights to submit such content and that its use will not infringe or violate the rights of any third party or applicable law.

(d) *Retention and Removal.* The Company does not guarantee that it will store or retain any User Content. Inputs may be processed transiently and not persistently stored. The Company may delete or refuse to process any User Content that violates these Terms or applicable law.

(e) *The Company’s Intellectual Property.* We may make available through the Services content that is subject to Intellectual Property Rights. We retain and own all Intellectual

Property Rights to such content, including all Company Trademarks. As used herein, “**Intellectual Property Rights**” refer to patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and “**Company Trademarks**” means any and all logos, trademarks, service marks, and trade dress associated with the Company, including the “**Mamo**” name or products or service developed by the Company.

(f) *Feedback*. You may choose to submit comments, bug reports, ideas or other feedback about the Company, including, without limitation, about how to improve the Company, its features or any Content through the email address provided at the end of these Terms (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

## **8. General Prohibitions and the Company’s Enforcement Rights.**

You agree not to do any of the following:

(a) Submit or transmit any user content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or

actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

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

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

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

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

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

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

(h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(i) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(j) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(k) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(l) Impersonate or misrepresent your affiliation with any person or entity;

(m) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Services);

(n) Engage in wash trading, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities;

(o) Fabricate in any way any transaction or process related thereto;

(p) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services, or that otherwise prevents us from correctly identifying the IP address and geographic location of the computer you are using to access the Services;

(q) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

(r) Violate any applicable law or regulation; or

(s) Encourage or enable any other individual to do any of the foregoing.

The Company is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## **9. Links to Third Party Websites or Resources**

The Services may allow you to access third-party websites or other resources. The provided Services (and the features and/or content made available thereon) and access to Third-Party Services operate only as a convenience, and we do not have control over their content, and we do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or functionality made accessible by those Third Party Services (including any related website, resources or links displayed therein). We make no warranties or representations, express or implied, about such linked Third-Party Service Providers, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. Please review the applicable terms prior to using or accessing such third-party resources. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

## **10. Termination**

We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: 5(d) 10, 11, 12, 13, 14 and 15.

## 11. Disclaimers

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

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING SUPPLYING AND/OR BORROWING DIGITAL ASSETS, YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO ASSURANCE THAT ANY THIRD PARTY SERVICES, INCLUDING ANY BLOCKCHAIN, SMART CONTRACT, AGENT OR OTHER NETWORK ASSOCIATED THEREWITH, ACCESSIBLE VIA THE SITE WILL FUNCTION OR OPERATE AS EXPECTED. YOU MAY NOT RECEIVE ANY REWARDS REGARDLESS OF THE AMOUNT OF TIME OR THE NUMBER OF DIGITAL ASSETS THAT ARE STAKED, DEPOSITED OR BORROWED. THIRD-PARTY REWARDS PROVIDERS MAY REQUIRE YOU TO INTERACT WITH ADDITIONAL SMART CONTRACTS, BLOCKCHAINS, AGENTS OR NETWORKS THAT MAY OR MAY NOT FUNCTION AS INTENDED. IN ADDITION, YOUR DIGITAL ASSETS MAY BE SUBJECT TO LOSS, INCLUDING A TOTAL LOSS, DUE TO SOFTWARE BUGS, ERRORS, TECHNICAL DIFFICULTIES, OR OTHER ACTIONS OR OMISSIONS OF THE UNDERLYING BLOCKCHAIN, SMART CONTRACT, AGENT OR

NETWORK. THE COMPANY BEARS NO RESPONSIBILITY WHATSOEVER FOR ANY SUCH LOSSES. PARTICIPATION IN ANY SERVICES OR ACTIVITIES IS DONE AT YOUR SOLE DISCRETION AND RISK ONLY.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE MADE YOUR OWN INDEPENDENT INVESTIGATION, REVIEW AND ANALYSIS OF THE APPLICABLE NETWORK RESTRICTIONS OF EACH SUPPORTED TOKEN.

By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as Bitcoin (BTC), Ether (ETH), Mog Coin (MOG), Fartcoin (FARTCOIN) and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge: (a) that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time, (b) the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services, (c) we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services, and (d) the regulatory regime governing blockchain technologies, digital assets, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

## **12. Indemnity**

You will indemnify and hold the Company and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms.

### **13. Limitation of Liability**

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

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID TO THE COMPANY IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND (B) ONE HUNDRED DOLLARS (\$100).

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

### **14. Governing Law and Forum Choice**

These Terms and any action related thereto will be governed by the laws of the state of Delaware, without regard to its conflict of laws provisions.

## 15. Dispute Resolution

(a) *Mandatory Arbitration of Disputes.* We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. The arbitration will be conducted by JAMS pursuant to its rules then in effect, and governed by the Federal Arbitration Act (“FAA”), including its provisions for compelling arbitration. The arbitrator will issue a reasoned award in writing, which shall be final and binding on both parties. You and the Company waive the right to a jury trial and the right to participate in a class action. This arbitration agreement will survive any termination of these Terms.

(b) *Exceptions.* As limited exceptions to Section 14(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) *Injunctive and Declaratory Relief.* The arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(d) *Class Action Waiver.:* **YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise

preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(e) *Severability*. If an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## **16. General Terms**

(a) *Reservation of Rights*. The Company and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

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

(c) *Notices*. Any notices or other communications provided by the Company under these Terms will be given by posting to the Services.

(d) *Waiver of Rights.* The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**Contact Information.**

If you have any questions about these Terms or the Services, please contact the Company at [mamo@moonwell.fi](mailto:mamo@moonwell.fi).