

## Terms of Use

Version 1.0

Last revised on: July 1, 2022

Please read these Terms of Use ("Terms") carefully. The Terms of Use contain the rules that govern your use of services provided through websites **mntr.io**, as well as all elements, software, programs, and code forming or incorporated into them. The breach of these rules may lead to legal consequences for you.

By accessing or using the Website, you are accepting these Terms "as is".

You have to be at least 18 years old and be capable of taking responsibility for your actions. If you are under the age of 18, or you didn't reach the legal age of majority in your country (place of residence), then we encourage you to read these Terms with your parent(s) or guardian(s) who understand and agree to these terms and accept them on your behalf

If you do not agree with the Terms do not access or stop using the Website.

Certain features of the Website, may be subject to special regulations, which are available on the Website. All special regulations are an integral part of these Terms.

Any changes to these Terms will be effective upon the earlier of twenty (20) calendar days following our posting of notice of the changes on the Website. These changes will be effective immediately for new users of the Website. If you continue using the Website after the notice, it indicates your acknowledgment of such changes and agreement to be bound by them.

The Website are operated by the decentralized community, which is also referred to in these Terms as "we", "our", and "us".

### 1. Accounts

#### 1.1. Account Registration

1.1.1. In order to use the Website, you must register an account ("Account") and provide information about yourself following the account registration form.

1.1.2. Registering the Account means that you confirm that:

- (a) all required registration information you submitted is truthful and accurate;
- (b) you will update your information if needed;
- (c) you undertake the consequences of providing false and inaccurate information.

1.1.3. In order to use certain enhanced features of the Website, we may offer you to verify your Account (Section 1.2.). These certain features can be announced additionally on the Website.

1.1.4. In order to use the Website for giving and/or getting User feedback/advice you must provide your crypto-wallet in your Account.

1.1.5. You may delete your Account at any time, for any reason, by following the instructions on the Website.

When you delete your Account, We delete your User content, any uploaded content (such as photographs), and information about you. You won't be able to recover that information or User content (please read Section 3.6 about backups). However, we will store your User content and uploaded content as long as it's required under the applicable law.

Please notice, information that others (Users and third parties) have shared about you or your User content isn't part of your Account and won't be deleted.

1.1.6. When signing up, you agree to get product updates and important product newsletters via email (non-marketing emails).

You may also subscribe to our advertising newsletters (marketing emails) to agree with them during registration of the Account.

You can unsubscribe by tapping «Unsubscribe» in any MNTR email. You can subscribe back any time you want.

1.1.7. We may suspend or terminate your Account under Section 8.

## **1.2. Verification**

1.2.1. Verification allows you to use special features of the Website and verification sign next to your profile picture. This verification sign means that your account has been reviewed by our staff.

1.2.2. To be verified, your Account must contain the following: (a) cover image; (b) profile picture; (c) biography; (d) link to another public profile (Instagram, portfolio, etc.); (e) at least three artworks uploaded on Website.

1.2.3. You have to fill in and submit your [application form](#). Your application will be reviewed by MNTR team, and if the provided data is sufficient, your account could be verified.

## **1.3. Payments and Taxes**

1.3.1. The Website may allow you to sell your User Content in the form of NFT (you may find more details in [NFT Policy](#)). Neither We nor any third party affiliated, or not is responsible for determining the withholding, sales, use, value-added, transfer, or other taxes, together with any interest and penalties imposed with respect thereto (“Taxes”), that apply to your earnings.

1.3.2. You agree that you are solely responsible for determining what, if any, Taxes apply to your earnings and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate taxing authorities.

1.3.3. We do not collect any fees for transactions occurring outside of the Website, the Website. Users release MNTR and its subsidiaries, affiliates, officers, and successors of any liability for payments not received from any off-Website transaction.

## **1.4. Responsibilities**

1.4.1. You have to keep your Account login information, email, password, and crypto-wallet secret (confidentiality requirement). You are responsible for all activities that may occur under your Account.

1.4.2. You must notify Us of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the confidentiality requirement.

## **2. Access to the Website**

### **2.1. License**

2.1.1. We grant you a non-transferable, non-exclusive, revocable, limited license to use and access the Website solely for your personal non-commercial use.

### **2.2. Restrictions**

2.2.1. The license granted to you is subject to the following restrictions:

(a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website, whether in whole or in part or any content displayed on the Website;

(b) you shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Website;

(c) you shall not access the Website to build a similar or competitive website, product, or service;

(d) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means;

(e) all copyright and other proprietary notices on the Website (or on any content displayed on the Website) must be retained on all copies thereof.

2.2.2. Unless otherwise indicated, any future release, update, or other addition to functionality of the Website, shall be subject to these Terms or related documents.

### **2.3. Modification**

2.3.1. The Website are provided on an "AS IS" and "AS AVAILABLE" basis. We reserve the right at any time to modify, suspend, or discontinue the Website (in whole or part) with or without any prior notices.

2.3.2. You agree that We will not be liable to you or any third party for any modification, suspension, or discontinuation of the Website or any part thereof.

### **2.4. No Support or Maintenance obligations**

2.4.1. You acknowledge and agree that We are not obliged to provide you with any support or maintenance in connection with the Website.

### **2.5. Ownership**

2.5.1. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Website and their content are owned by Us or Our suppliers. Neither these Terms (nor your access to the Website) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly outlined in Sections 2.1.-2.2.

2.5.2. We and Our suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

## **3. User Content and NFT**

3.1. "User Content" means all information and content that a user submits to, or uses with, the Website (e.g., content in the user's profile or postings).

3.2. You are solely responsible for your User Content.

3.3. You bear all risks associated with the use of your User Content, including any reliance on its accuracy, completeness, or any disclosure of your User Content that personally identifies you or any third party.

3.4. You hereby confirm that your User Content does not violate these Terms and related documents as Copyright policy, and our Acceptable Use Policy (defined in Section 3.9).

3.5. You are not allowed to represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Us.

3.5.1. We allow you to set a price for your work via Us and the Website. The whole process will be conducted by Us.

3.6. Please be aware that we may delete your User Content at any time without prior notice in case User content violates the Terms of Use and Our applicable policies. Because of that, you are solely responsible for creating and maintaining your backup copies of your User Content if you desire.

3.7. We can use any User Content to promote the Website. To learn more, please follow Our [Copyright Policy](#).

### **3.8. License to User Content**

3.8.1. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF MORAL RIGHTS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

3.8.2. Accepting the Terms of Use, you grant to Us an irrevocable, nonexclusive, sublicensable, royalty-free, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your artwork including in the form of NFT in our social media, on the Website, including but not limited for providing, promoting our services.

3.8.3. You represent and warrant that you have, or have obtained, all rights, consents, permissions, to grant the rights to User content that you submit via the Website.

### **3.9. Acceptable Use Policy**

You agree not to:

- (i) upload, transmit, or distribute to or through the Website any malware, computer viruses, worms, or any software intended to damage or alter a computer system or data;
- (ii) send through the Website unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- (iii) use the Website to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent;
- (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Website, or violate the regulations, policies, or procedures of such networks;
- (v) attempt to gain unauthorized access to the Website (or to other computer systems or networks connected to or used together with the Website), whether through password mining or any other means;
- (vi) harass or interfere with any other user's use and enjoyment of the Website;
- (vii) use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters outlined in our robots.txt file);
- (viii) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (ix) further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including to conceal economic activity, launder money, or financing terrorism;

(x) engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive, or manipulative trading activities;

(xi) utilize the Marketplace to transact in securities, commodities futures, real estate or real estate leases, equipment leases, debt financings, equity financings, or other similar transactions;

(xii) utilize the Marketplace to buy, sell or advertise personal, professional, or business services.

If you violate acceptable use policy We can suspend or ban your Account without any prior notification.

### **3.10. Enforcement**

3.10.1. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate actions against you in Our sole discretion if you violate these Terms and related documents or otherwise impose liability on Us or any other person. Such action may include removing or modifying your User Content, terminating your Account under Section 11, and/or reporting you to law enforcement authorities.

### **4. Feedback**

4.1. If you provide Us with any feedback or suggestions regarding the Website (“Feedback”), you hereby assign to Us all rights in such Feedback. You agree that We have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate.

4.2. We will treat any Feedback you provide to Us as non-confidential and non-proprietary.

4.3. You agree that you will not submit to Us any information or ideas that you consider to be confidential or proprietary and that you are fully responsible for disclosing such information without legal permission.

### **5. Indemnification**

5.1. You agree to indemnify and hold Us (and our officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of:

- (a) your use of the Website,
- (b) your violation of these Terms,
- (c) your violation of applicable laws or regulations, or
- (d) your User Content.

5.2. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are indemnifying us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent.

### **6. Third-Party Links & Ads; Other Users**

6.1. The Website may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under our control, and We are not responsible for any Third-Party Links & Ads. We provide access to these Third-Party Links & Ads only as a convenience to you and do not review, approve, monitor, endorse, warrant, or make any representations for Third-Party Links & Ads.

6.2. You use all Third-Party Links & Ads at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You can make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

## **7. Other Users Content**

7.1. Each Website user is solely responsible for any of its User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other websites users are solely between you and such users. You agree that We will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any other Website, the Marketplace, and Mobile App users, we are under no obligation to become involved. For more details regarding the disputes that arise from copyright infringements, please read our [Copyright Policy](#).

## **8. Release**

8.1. You hereby release and forever discharge Us (and our officers, employees, agents, successors, and assigns) 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 Website, the Marketplace, and the Mobile App (including any interactions with, or act or omission of, other the Website or any Third-Party Links & Ads).

8.2. 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 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".

## **9. DISCLAIMERS**

9.1. THE WEBSITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE WEBSITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

9.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **10. LIMITATION ON LIABILITY**

10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT, SHALL WE (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST

DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, THE MARKETPLACE, AND THE MOBILE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE WEBSITE IS AT YOUR DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

10.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (THE U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

10.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **11. Term and Termination**

11.1. Subject to this Section, these Terms will remain in full force and effect while you use the Website. We may suspend or terminate your rights to use the Website (including your Account) at any time for any reason at our sole discretion, including for any use of the Website in violation of these Terms.

11.2. Upon termination of your rights under the Terms, your Account and right to access and use the Website will terminate immediately.

11.3. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. We will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 3, and Sections 4 through 11.

11.4. If a court should find that one or more provisions contained in these Terms are invalid, you agree that the remainder of the Terms shall be enforceable.

## **12. Assignment**

12.1. We shall have the right to assign our rights and/or delegate our obligations under these Terms, in whole or in part, to any person or business entity.

## **13. ARBITRATION AGREEMENT**

13.1. PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT IS A PART OF YOUR CONTRACT WITH THE US AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

### **13.2. Dispute Resolution**

13.2.1. Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of the Website and any product or service provided by Us that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement.

13.2.2. This Arbitration Agreement applies to you and Us, and any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

### **13.3. Notice Requirement and Informal Dispute Resolution**

13.3.1. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Us should be sent to a@mnr.io.

13.3.2. After the Notice is received, you and We may attempt to resolve the claim or dispute informally. If you and We do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding.

13.3.3. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

### **13.4. Arbitration Rules**

13.4.1. Unless otherwise agreed to, all arbitration proceedings shall be held in English.

13.4.2. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with the Terms.

If you are a consumer, any claim, lawsuit, or dispute between you and Us arising out of or in connection with these Terms will be governed by the laws of your country of residence and you may resolve the dispute in any competent court of that country, otherwise, the arbitration rules shall prevail.

13.4.3. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief.

13.4.4. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (the US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules.

13.4.5. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time, and place of any oral hearings.

13.4.6. Each party shall bear its costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

### **13.5. Additional Rules for Non-Appearance Based Arbitration.**

13.5.1. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

13.5.2. If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration.

### **13.6. Time Limits**

13.6.1 If you or We pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim).

### **13.7. Authority of Arbitrator**

13.7.1. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and We, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part



of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, and the Terms.

13.7.2. 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 arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Us.

### **13.8. WAIVER OF JURY TRIAL**

13.8.1. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES SHALL BE RESOLVED BY ARBITRATION UNDER THIS ARBITRATION AGREEMENT. ARBITRATION PROCEDURES ARE TYPICALLY MORE LIMITED, MORE EFFICIENT, AND LESS COSTLY THAN RULES APPLICABLE IN A COURT AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. IN THE EVENT, ANY LITIGATION SHOULD ARISE BETWEEN YOU AND US IN ANY STATE OR FEDERAL COURT IN A SUIT TO VACATE OR ENFORCE AN ARBITRATION AWARD OR OTHERWISE, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, INSTEAD ELECTING THAT THE DISPUTE IS RESOLVED BY A JUDGE.

### **13.9. WAIVER OF CLASS OR CONSOLIDATED ACTIONS**

13.9.1. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

### **13.10 Confidentiality**

13.10.1. 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 Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

### **13.11. Severability**

13.11.1. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, 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.

### **13.12. Right to Waive**

13.12.1. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

### **13.13. Survival of Agreement**

13.13.1. This Arbitration Agreement will survive the termination of your relationship with Us.

### **13.14. Small Claims Court**

13.14.1. Notwithstanding the foregoing, either you or We may bring an individual action in small claims court.

### **13.15. Emergency Equitable Relief**

13.15.1. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court to maintain the status quo pending arbitration. A request for interim mea-

ures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

### **13.16. Claims Not Subject to Arbitration**

13.16.1. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secrets shall not be subject to this Arbitration Agreement.

### **13.17. Courts**

13.17.1. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within the County of Kent County, Delaware, for such purpose.

## **14. Export**

14.1. The Website may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Us, or any products utilizing such data, in violation of the United States export laws or regulations.

## **15. Electronic Communications**

15.1. The communications between you and Us use electronic means, whether you use the Website or send us emails, or whether We post notices on the Website or communicate with you via email.

15.2. For contractual purposes, you

(a) consent to receive communications from Us in an electronic form; and

(b) consent to receive communications from Us in an electronic form; and

(b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in hardcopy writing. The foregoing does not affect your non-waivable rights.

## **16. Entire Terms**

16.1. These Terms constitute the entire agreement between you and Us regarding the use of the Website. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

16.1.1. The section titles in these Terms are for convenience only and have no legal or contractual effect.

16.1.2. The word "including" means "including without limitation".

16.2. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

16.3. Your relationship with Us is that of an independent contractor, and neither party is an agent or partner of the other. For instance, as one of Our features, We offer you the limited services to earn by sharing knowledge via giving direct feedback, etc.

## **Copyright/Trademark Information.**

Copyright © 2022 MNTR.io. All rights reserved. All trademarks, logos, and service marks

("Marks") displayed on the Website are Our property or the property of other third parties.

**Contact Information:**

Email: a@mnr.io