

TERMS OF SERVICE

Last Revised on March 30, 2026

Welcome to the Terms of Service (these “**Terms**”) for the website, ritualfoundation.org (the “**Website**”), in each case, operated by or on behalf of Ritual Foundation (“**Organization**”, “**we**” or “**us**”). The Website, the Testnet (as defined below), Interface and any content, tools, documentation, features and functionality offered on or through the Website are collectively referred to as the “**Services**”.

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE ORGANIZATION’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW.

Table of Contents

1.	WHO MAY USE THE SERVICES	1
2.	GENERAL.....	2
3.	TESTNET	2
4.	RIGHTS WE GRANT YOU	4
5.	OWNERSHIP	5
6.	THIRD PARTY SERVICES AND MATERIALS	5
7.	LOCATION OF OUR PRIVACY POLICY.....	6
8.	DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION.....	6
9.	ARBITRATION AND CLASS ACTION WAIVER.....	8
10.	ADDITIONAL PROVISIONS.....	10

1. WHO MAY USE THE SERVICES

- 1.1. Eligibility. You must be 18 years of age or older and not be a Prohibited Person to use the Services. A “**Prohibited Person**” is any person or entity that is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department’s list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the E.U. Consolidated List of persons and the U.K. Consolidated List of Financial Sanctions Targets, (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as “terrorist supporting” by the United Nations or the

governmental authority of the European Union, United Kingdom or the United States, or (c) owned or controlled by such persons or entities listed in (a)-(b). The Organization reserves the right, in its sole discretion, to determine the eligibility of users for the Services. We may require you, from time to time, to provide additional information or documentation to verify or confirm your eligibility. You acknowledge and agree that you are solely responsible for complying with all applicable laws of the jurisdiction you are a resident of, or located or accessing the Services from, in connection with your use of the Services. By using the Services, you represent and warrant that you meet these requirements and will not be using the Services for any illegal activity or to engage in activities prohibited by these Terms.

2. GENERAL

- 2.1. The Ritual protocol is a blockchain based protocol that allows, among other things, developers to integrate artificial intelligence (“**AI**”) models and similar technology to their applications and deploy AI agents on-chain (the “**Protocol**”). The Protocol, including the underlying smart contracts, is not part of the Services. Certain elements of the Protocol are made publicly available under an open-source or source-available license, and these Terms do not override or supersede the terms of those licenses.
- 2.2. The Services include a user interface (“**Interface**”) that facilitates your interaction with the Protocol to deploy an AI agent on the Protocol (“**AI Agent**”). AI Agents are not part of the Services; we do not deploy, create or host AI Agents. We are only providing you with an Interface to facilitate deployment of your AI Agent on the Protocol. There may be other ways to deploy an AI Agent on the Protocol other than through our Interface. For example, other third parties may create their own interfaces to facilitate interaction with the Protocol, and, for clarity, those third party interfaces are not part of the Services. We do not control all activity and data on the Protocol itself. You agree that we make no representations and warranties with respect to the Protocol or AI Agents. Your use of and interactions with the Protocol and any AI Agent is entirely at your own risk.
- 2.3. The Services may display, include or make available documentation, blog posts and other descriptions or materials related to the Services or Protocol (collectively, “**Documentation**”). The Documentation is part of the Services.

3. TESTNET

- 3.1. Purpose and Participation. The Ritual blockchain test network (the “**Testnet**”) is designed to simulate blockchain interactions with the Protocol for you to test the functionality and features of an application that functions with the Protocol. Transactions on the Testnet, including the minting of Testnet tokens, do not have any legal effect. You are not granted any legal rights associated with any tokens minted via the Testnet, unless you acquire the same token on the mainnet version of the Protocol. For example, if you acquire a non-fungible token on the Testnet from another Testnet user, you are not granted any rights to the content associated with such token unless you acquire the same token on the mainnet version of the Protocol. Your participation in the Testnet is entirely voluntary, but if you are participating in the Testnet, you must strictly adhere to these Terms. We make no representation or warranty that the Testnet will accurately or completely simulate, duplicate or replicate the Protocol.
- 3.2. Duration. The Testnet will commence on the date prescribed by the Organization and continue until terminated by the Organization in its sole discretion. The Organization may, in its sole discretion, decide to delete, wipe, discontinue, change or otherwise remove or terminate the Testnet, including your right to participate in the Testnet, at any time without notice, including, without limitation, the presence, amounts, or any other aspects of the Testnet tokens, without any liability to you or other Testnet users.

- 3.3. Testnet Eligibility. You may participate in the Testnet only if you meet the eligibility requirements set forth in these Terms; and you are not barred from participating under any applicable laws. You agree that you will not (and will not attempt to) (a) use a virtual private network (VPN) or other tool to circumvent any geoblock or other restrictions that we may have implemented for participants in the Testnet, (b) use the Testnet for any commercial purposes (other than internal testing, research and development), (c) exploit or attack the Testnet, or (d) disrupt, compromise, or attempt to access a third party's wallet, data or assets. You further agree that you are not participating in, and have not become eligible to participate in, the Testnet by receiving credentials from any other person or entity. Any circumvention or violation of the above will permanently disqualify you from participation in the Testnet. The Organization may change or modify its eligibility requirements, including the number of participants eligible to participate in Testnet, at any time. The Testnet may operate in certain phases. Your selection or participation in any one phase of the Testnet does not imply that you will be selected for any other phases of the Testnet. The Organization reserves the right to block your access to the Testnet at any time, in its sole discretion.
- 3.4. Analytics. By accessing and using the Testnet, you understand and agree that we may monitor and analyze your activities in connection with the Testnet, and use, extract, copy and disseminate any of your data and materials (whether now or in the future) to help us conduct research, analytics, tests and future developments in relation to the Testnet and our Services and any other applications, systems, network, database, services or products and create future commercial services and products. You covenant and agree not to make any claims of any nature whatsoever in relation to the foregoing, including disputing our ability to monitor and analyze your activities and use, extract, copy and disseminate your data and materials or transferring your data and materials to a third party for such purpose.
- 3.5. Visibility of Testnet Data. Given the open and public nature of blockchain technology, any transactions you broadcast to the Testnet are potentially visible to any other person. You may only enter data onto the Testnet that is permitted to be disclosed publicly and is not confidential or subject to any privacy or confidentiality obligation or undertaking.
- 3.6. No Monetary Value. In your use of the Testnet, you may accumulate "Testnet tokens," such as through a faucet, which are not, and shall never convert to or accrue to become Protocol mainnet tokens or any other tokens or virtual assets. Testnet tokens are virtual items with no monetary value. Testnet tokens do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency or anything else of value, and do not convey any legal rights to the holders of such Testnet tokens. Testnet tokens are not transferable between users outside of the Testnet, and you may not attempt to sell, trade, or transfer any Testnet tokens outside of the Testnet, or obtain any manner of credit using any Testnet tokens. Any attempt to sell, trade, or transfer any Testnet tokens outside of the Testnet will be null and void. The Organization does not guarantee that Testnet tokens will continue to be offered for a specific length of time and you may not rely upon the continued availability of any Testnet tokens. If the Testnet expires or terminates, you acknowledge and agree that your access to and use of your Testnet tokens may be removed, and all accrued Testnet tokens will may deleted from the Testnet system.
- 3.7. Wallets. To use the Testnet, you will need to connect to the Testnet a compatible third-party digital wallet ("**Wallet**"). By using a Wallet in connection with the Testnet, you agree that you are using the Wallet under the terms and conditions of the applicable third-party provider of such Wallet. Wallets are not associated with, maintained by, supported by or affiliated with the Organization. You acknowledge and agree that we do not have possession, custody or control over any digital assets appearing on the Testnet. We accept no responsibility or liability to you in connection with your use of a Wallet, and we make no representations or warranties regarding how the Testnet will operate or be compatible with any specific Wallet.

4. RIGHTS WE GRANT YOU

- 4.1. Right to Use Services. We hereby permit you to use the Services for your internal use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services (such as the Documentation), we hereby grant you a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to download, access and display such software, content and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Organization, in its sole discretion, may elect to take.
- 4.2. Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:
- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
 - (b) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
 - (c) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
 - (d) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
 - (e) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, or the computer systems or networks connected to the Services;
 - (f) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;
 - (g) use a virtual private network (VPN) or other tool to circumvent any geoblock or other restrictions of the Services;
 - (h) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
 - (i) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
 - (j) submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, or otherwise objectionable;

- (k) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (l) access or use the Services in any way not expressly permitted by these Terms.

5. OWNERSHIP

- 5.1. Ownership of the Services. The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Organization and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.
- 5.2. Ownership of Trademarks. The Organization’s name, trademarks and logos and all related names, logos, product and service names, designs and slogans are trademarks of the Organization or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 5.3. Ownership of Feedback. We welcome feedback, bug reports, comments and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Organization, and the Organization may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Organization any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

6. THIRD PARTY SERVICES AND MATERIALS

- 6.1. Third Party Services and Materials. The Services may display, include or make available services, content, data, information, applications or materials from third parties or provide links to certain third party websites (collectively, “**Third-Party Services and Materials**”). The Organization does not endorse any Third-Party Services and Materials. You agree that your access and use of such Third-Party Services and Materials is governed solely by the terms and conditions of such Third-Party Services and Materials, as applicable. The Organization is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services and Materials, 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 and Materials. The Organization is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services and Materials or websites. You irrevocably waive any claim against the Organization with respect to such Third-Party Services and Materials. 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 and Materials, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services and Materials. Third-Party Services and Materials and links to other websites are provided solely as a convenience to you.

7. LOCATION OF OUR PRIVACY POLICY

- 7.1. Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at www.ritualfoundation.org/privacy.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

8.1. Disclaimers.

- (a) We do not control all activity and data on the Protocol itself, nor do we take possession, custody, or control over any digital assets on the Protocol. You acknowledge and agree that we make no representations and warranties with respect to the Protocol. While we attempt to be as accurate as we can in our Documentation, we do not warrant that the Documentation is accurate, complete, reliable, current, or error-free.
- (b) Your access to and use of the Services (including, for clarity, the Documentation) and Protocol is entirely at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Organization, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Organization Entities**”) **DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES RELATING TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, USAGE, QUALITY, PERFORMANCE, SUITABILITY OR FITNESS OF THE SERVICES AND THE PROTOCOL FOR ANY PARTICULAR PURPOSE, OR AS TO THE ACCURACY, QUALITY, SEQUENCE, RELIABILITY, WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN WHETHER LATENT OR PATENT.** The Organization Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services (including the Documentation), the Protocol or AI Agents; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, the Protocol or AI Agents; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services, Protocol or AI Agents will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) whether the Services, Protocol or Agents will protect your assets from theft, hacking, cyber attack, or other form of loss caused by third party conduct. Nothing contained in the Services constitutes, or is meant to constitute, financial, legal or other professional advice of any kind. If you require advice in relation to any financial, legal or other professional matter you should consult an appropriate professional. No advice or information, whether oral or written, obtained from the Organization Entities or through the Services, will create any warranty or representation not expressly made herein.
- (c) **THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

- (d) THE ORGANIZATION ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.
 - (e) YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE ORGANIZATION ENTITIES WILL BE RESPONSIBLE FOR.
- 8.2. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE ORGANIZATION ENTITIES BE LIABLE (A) FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE ORGANIZATION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. THE ORGANIZATION ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 8.3. Acknowledgement; Assumption of Risks. By using the Services, you represent that you have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain technologies, cryptocurrencies and other digital assets, AI technologies, storage mechanisms, and blockchain-based software systems to be able to assess and evaluate the risks and benefits of the Services contemplated hereunder, and will bear the risks thereof, including loss of all amounts paid, and the risk that the cryptocurrencies and other digital assets may have little or no value. You acknowledge and agree that there are risks associated with purchasing and holding cryptocurrency and using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks. In addition, you understand and acknowledge that:
- (a) Smart contracts execute automatically when certain conditions are met. We do not have the ability to reverse a transaction that is recorded on a public blockchain. You are responsible for ensuring that any details entered you enter in connection with a transaction using any smart contracts are accurate and complete. Further, since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects to digital assets, including but not limited to significant volatility and risk of loss.
 - (b) You acknowledge that there are inherent risks associated with using or interacting with public blockchains and blockchain technology. There is no guarantee that such

technology will be unavailable or subject to errors, hacking or other security risks. Underlying blockchain protocols may also be subject to sudden changes in operating rules, including forks, and it is your responsibility to make yourself aware of upcoming operating changes.

- (c) AI technologies are still improving in accuracy, reliability and safety. You agree that AI technologies, including your AI Agent, may not be error free or operate as you intended. You are responsible for vetting your AI Agent to ensure it has no errors, malicious code, or security vulnerabilities. AI Agents may be susceptible to manipulation, prompt injection attacked or other exploits.
- (d) Use of AI Agents involve inherent risks to the integrity and security of your data. Your AI Agent may not have sufficient security measures to protect the information and data you or others make available to your AI Agent or that you allow your AI Agent to access. Your AI Agent may transmit or disclose the information you make available to your AI Agent or that you allow your AI Agent to access, and others may exploit vulnerabilities in order to access such information. Your AI Agent may delete, corrupt, modify or otherwise compromise your data.
- (e) AI Agents may execute transactions, authorize payments, transfer funds or digital assets or make other financial actions that are unauthorized, unintended or harmful to your financial interests. Your AI Agent may take or fail to take actions that expose you to harm or financial loss. You are responsible for monitoring and supervising your AI Agent and ensuring it only takes actions you authorize. You should implement appropriate safeguards, transactions limits and other restrictions in order to prevent unintended consequences.

8.4. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Organization Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Organization Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; (d) your AI Agent; or (e) your negligence or wilful misconduct. If you are obligated to indemnify any Organization Entity hereunder, then you agree that Organization (or, at its discretion, the applicable Organization Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Organization wishes to settle, and if so, on what terms, and you agree to fully cooperate with Organization in the defense or settlement of such claim.

8.5. Third Party Beneficiaries. You and the Organization acknowledge and agree that the Organization Entities (other than the Organization) are third party beneficiaries of these Terms.

9. ARBITRATION AND CLASS ACTION WAIVER

9.1. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

9.2. Informal Process First. The Organization is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to your satisfaction by emailing user support at info@ritualfoundation.org. However, if such efforts prove unsuccessful, you may send to the Organization a written Notice of Dispute (“**Notice**”) to info@ritualfoundation.org and must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought.

If the Organization and you do not resolve the claim set out in the notice within sixty (60) calendar days from the date of receipt, you or the Organization may commence an arbitration proceeding. Both you and the Organization agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

- 9.3. Arbitration Agreement. Any disputes or claims arising in connection with these Terms, including questions related to their validity, existence, or termination, shall be conclusively and exclusively resolved through arbitration administered in accordance with the Rules of the London Court of International Arbitration then in effect (the “**LCIA Rules**”).
- (a) If there is any inconsistency between any term of the LCIA Rules and any term of this Section (the “**Arbitration Agreement**”), the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would.
 - (b) All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
 - (c) Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration proceedings shall be conducted in English, the number of arbitrators shall be one, and the seat of arbitration shall be located in the Cayman Islands. The parties shall keep the arbitration proceedings confidential and not disclose any information regarding the arbitration to any third party except as required by law. The arbitrator has the authority to provide any remedy or relief that a court of competent jurisdiction could award, including injunctive relief. Any decision or award rendered by the arbitrator shall be final and binding, and any judgment may be entered in any court of competent jurisdiction. Each party is responsible for its own costs, expenses (including legal fees), and any other expenses incurred in connection with the arbitration proceedings.
 - (d) Notwithstanding any provision in these Terms to the contrary, the Organization agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice address) while you are a user of the Service, you may reject any such change by sending the Organization written notice within thirty (30) calendar days of the change to info@ritualfoundation.org. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).
- 9.4. WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE ORGANIZATION EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY’S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING (“CLASS ACTION”). YOU AND THE

ORGANIZATION AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND THE ORGANIZATION EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, YOU AND THE ORGANIZATION AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT WITH THE EXCEPTIONS CLAUSE ABOVE. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IF A COURT DECIDES THAT THE LIMITATIONS OF THIS PARAGRAPH ARE DEEMED INVALID OR UNENFORCEABLE, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL OR CONSOLIDATED OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

10. ADDITIONAL PROVISIONS

- 10.1. Updating These Terms. We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.
- 10.2. Suspension; Termination. If you breach any of the provisions of these Terms, all licenses granted to you by the Organization will terminate automatically. Additionally, the Organization may, in its sole discretion, suspend or terminate your access to or use of any of the Services, with or without notice, for any or no reason, including, without limitation, (i) if we believe, in our sole discretion, you have engaged in any of the prohibited activities set forth in these Terms; (ii) if you provide any incomplete, incorrect or false information to us; (iii) if you have breached any portion of these Terms; and/or (iv) if we determine such action is necessary to comply with these Terms, any of our policies, procedures or practices, or any law rule or regulation. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Organization or you. Termination will not limit any of the Organization's other rights or remedies at law or in equity.
- 10.3. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Organization for which monetary damages would not be an adequate remedy and the Organization shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 10.4. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God;

flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

- 10.5. Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Organization but may not be assigned by you without the prior express written consent of the Organization. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. These Terms are governed by the laws of the Cayman Islands, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the courts located in the Cayman Islands.
- 10.6. How to Contact Us. You may contact us regarding the Services or these Terms by e-mail at info@ritualfoundation.org.