

Bumper DAO Terms of Use

1. Welcome to Bumper DAO

Effective Date: 18th May, 2023

Bumper DAO (the “DAO”, “Bumper DAO”, “we”, or “us”) is a decentralised autonomous organisation consisting of widely distributed participants, existing with the objective of creating a community built on open-source software that empowers users' financial, social and cultural independence. Bumper DAO provides information and resources about the fundamentals of the decentralised non-custodial protocol called the Bumper Protocol (the “Bumper Protocol” or “Protocol”).

You are Participating in the DAO at Your Own Risk in Accordance with these Terms

BY ACCESSING OR USING THE BUMPER DAO, AND ANY RESPECTIVE SUB-APPLICATIONS, COLLECTIVELY WITH ANY MATERIALS AVAILABLE THEREIN, AND SUCCESSOR WEBSITE(S) OR APPLICATION(S) THERETO, AS WELL AS ANY INFORMATION, TEXT, LINKS, GRAPHICS, PHOTOS, AUDIO, VIDEO, OR OTHER MATERIALS STORED, RETRIEVED OR APPEARING THEREON, WHETHER ACCESSED THROUGH BUMPER.ORG OR BUMPER.FI OR OTHERWISE (THE “INTERFACE”), YOU ARE AGREEING TO THESE TERMS, THE CHARTER OF BUMPER DAO (THE “CHARTER”), THE BUMPER DAO PRIVACY POLICY, AND OTHER POLICIES REFERENCED HEREIN (COLLECTIVELY, THE “TERMS”).

To the extent that there is a conflict between these Terms and any applicable additional terms, these Terms will control unless expressly stated otherwise, such as in the case of the Charter, which shall control. If you don't agree with these Terms, you may not participate in the DAO and should not visit Bumper.org or Bumper.fi or otherwise engage with the Bumper DAO.

DAO Participation.

To participate in the Bumper DAO, you must legally be able to agree to these Terms. By joining the DAO, you represent and warrant that you meet the eligibility requirements set out

below. If you do not meet these requirements, you must not participate and you must not access the Interface.

Eligibility Requirements

If you use the Interface you represent and declare that you:

- A. are of legal age in the jurisdiction in which you reside to use the Interface and you have legal capacity to consent and agree to be bound by these Terms;
- B. have all technical knowledge necessary or advisable to understand and evaluate the risks of using the Interface;
- C. comply with all applicable laws, rules and regulations in your relevant jurisdiction and your use of the Interface is not prohibited by and does not otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity;
- D. are not in a prohibited jurisdiction;
- E. are not accessing the DAO for money laundering or any illegal activity;
- F. have not engaged in fraudulent activity;
- G. have not acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets;
- H. are not the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction;
- I. are not as an individual or an entity, and your wallet address is not listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; and
- J. are not located, organised, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Afghanistan, Algeria, American Samoa, Belarus, Bolivia (Plurinational State of), Central African Republic (the), China, Côte d'Ivoire, Cuba, Democratic Republic of the Congo, Ecuador, Guam, Iran (Islamic Republic of), Iraq, Korea (the Democratic People's Republic of), Kosovo, Lebanon, Liberia, Libya, Mali, Mozambique, Myanmar, Nepal, Nicaragua, Pakistan, State of Palestine, Puerto Rico, Qatar, Russia, Somalia, South Sudan, Sudan (the Republic of), Syrian Arab Republic, Tanzania, Venezuela (Bolivarian Republic of), Western Sahara, or Yemen.

The Genesis Team and/or the DAO may update the DAO Charter and the Terms.

The Terms or the DAO Charter may be updated in accordance with the Bumper DAO Charter requirements.

2. Bumper DAO's Interface is provided as an informational resource.

Bumper DAO provides resources about the DAO's governance of the Bumper Protocol, which is a decentralised, community governed protocol deployed on multiple blockchain networks and systems, and provides information about the wider Bumper ecosystem, governance, community, and various interfaces and integrations to the Bumper Protocol. All information provided in connection with your access and use is for informational purposes only. You should not take, or refrain from taking, any action based on any information provided or any other information that we make available at any time, including blog posts, data, articles, reports, links to third-party content, discord content, news feeds, tutorials, tweets, and videos.

The Bumper DAO website may provide, and third parties may provide, links to other sites, applications, or resources. You acknowledge and agree that the Bumper DAO and/or Genesis Team are not responsible for the availability of such external sites, applications or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that no other Bumper DAO member will be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource. Because the Interface provides information about the Bumper Protocol, these Terms also provide some information about the use of the Protocol. This information is not intended to be comprehensive or address all aspects of the Protocol.

We are software developers in the Bumper DAO ecosystem.

It is important to understand that neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Bumper DAO or Bumper Protocol; we do not have possession, custody or control over any crypto assets connected to the DAO; and we do not have possession, custody, or control over any individuals funds. Further, we do not store, send, or receive any crypto assets. You understand that when you interact with any Bumper Protocol smart contracts, you retain control over your crypto assets at all times. This same principle is applied to the DAO. The private key associated with the wallet address

from which you transfer crypto assets or the private key associated is the only private key that can control the crypto assets you transfer into the smart contracts. You alone are responsible for securing your private keys. We do not have access to your private keys. Due to the non-custodial and decentralised nature of the technology, we are not intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you affect when using the DAO. You acknowledge that we, for the avoidance of doubt, do not have any information regarding any users, users' identities, or services beyond what is available or obtainable publicly via the blockchain. We are not responsible for any activities you engage in when participating in the DAO, and you should understand the risks associated with crypto assets, blockchain technology generally, and the DAO.

The Bumper Protocol is deployed on multiple blockchain-based networks, and we are not responsible for the operation of such networks.

The software underlying blockchain networks on which the Bumper Protocol is deployed, including, for example, the Ethereum blockchain, is open source, which means that anyone can use, utilise, and build on top of it. By participating in the DAO, you acknowledge and agree (i) that we are not responsible for the operation of the blockchain-based software and networks underlying the Bumper Protocol and the Bumper DAO, (ii) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) that the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks”.

Transactions on the blockchain are not anonymous.

A widespread belief is that transactions involving blockchains are anonymous. In fact, a central feature of blockchains and thus, blockchain-based transactions, are that they are transparent. Your public key and your wallet address, which you need to buy or sell items on the blockchain, are visible to anyone. To the extent your public key or wallet address can be linked back to you, it would be possible for someone to determine your identity and the crypto assets you own.

There may be associated blockchain fees.

All transactions using blockchains require the payment of gas fees, which are essentially transaction fees paid on every transaction that occurs on the selected blockchain network. Please note that gas fees are non-refundable. We do not provide any services to users or deliver, hold, and/or receive payment for crypto assets.

Bumper DAO and Community contributors are independent.

All community contributors to the ecosystem around the Bumper DAO and Bumper Protocol are independent of us, and we will not have and do not assume any liability or responsibility for their actions or omissions.

3. Assumption of Risk

You assume the risks of engaging in transactions that rely on smart contracts and other experimental technology. Transactions on the Bumper Protocol rely on smart contracts stored on various blockchains, cryptographic tokens generated by the smart contracts, and other nascent software, applications and systems that interact with blockchain-based networks. These technologies are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of crypto assets, their market value, or digital funds. You are solely responsible for the safekeeping of the private key associated with the blockchain address used to interact with the Protocol and the Bumper DAO. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

One of the other defining features of blockchain technology is that its entries are immutable, which means, as a technical matter, they generally cannot be deleted or modified by anyone. This includes smart contracts and crypto assets generated and programmed by smart contracts.

THUS, TRANSACTIONS RECORDED ON THE BLOCKCHAIN, INCLUDING TRANSFERS OF CRYPTO ASSETS AND DATA PROGRAMMED INTO THESE ASSETS (SUCH AS REVENUE AND INTEREST ALLOCATIONS), MUST BE TREATED AS PERMANENT AND CANNOT BE UNDONE BY US OR BY ANYONE. YOU MUST BE VERY CAREFUL WHEN YOU FINALISE ANY TRANSACTION THAT WILL BE RECORDED ON THE BLOCKCHAIN.

The DAO is not liable for any third-party services or links. We are not responsible for the content or services of any third-party, including, without limitation, any network, or apps like

Discourse, Discord, or MetaMask, and we make no representations regarding the content or accuracy of any third-party services or materials. The user interface available via bumper.org and/or bumper.fi is hosted on a third-party service -- IPFS -- and can only be accessed through this third party's website. We are not responsible for any action or omission taken by IPFS as it pertains to the user interface or otherwise. The use and access of any third-party products or services, including through the DAO, is at your own risk.

You understand and agree that you are solely responsible for any action you take in relation to the Bumper DAO.

You understand and agree that you are solely responsible for maintaining the security of your wallet. Any unauthorised access to your wallet by third parties could result in the loss or theft of any crypto asset, or any funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your wallet. You further understand and agree that we are not responsible, and you will not hold us accountable, for any unauthorised access to your wallet. It is your responsibility to monitor your wallet.

The Bumper DAO is not a centralised organisation.

You agree that any responsibility for your actions while a participant in the Bumper DAO will fall solely on you. In the event, it is discovered that (a) you are accessing the DAO for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired crypto assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; (f) you are located, organised, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Afghanistan, Algeria, American Samoa, Belarus, Bolivia (Plurinational State of), Central African Republic (the), China, Côte d'Ivoire, Cuba, Democratic Republic of the Congo, Ecuador, Guam, Iran (Islamic Republic of), Iraq, Korea (the Democratic People's Republic of), Kosovo, Lebanon, Liberia, Libya, Mali, Mozambique, Myanmar, Nepal, Nicaragua, Pakistan, State of Palestine, Puerto Rico, Qatar, Russia, Somalia, South Sudan, Sudan (the Republic of), Syrian Arab Republic, Tanzania, Venezuela (Bolivarian Republic of), Western

Sahara, or Yemen; or (g) you have otherwise acted in violation of these Term, the Bumper DAO will take the proper proposal steps for your immediate removal.

We do not guarantee the quality or accessibility of the Bumper DAO.

As a condition to DAO participation, you acknowledge, understand, and agree that from time to time, it may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or unavailability of third-party service providers or external partners for any reason.

You acknowledge and agree that you will participate in the DAO at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances.

Interface Maintainers Have No Business Plan and May Discontinue, Limit, Terminate, or Refuse Support for the Interface

There is no business plan or revenue model for the Interface. The DAO and Interface maintainers do not have revenues or a viable long-term business plan, and may become unable or unwilling to fund the operational costs of the Interface on a long-term basis or to fund the upgrade costs required to keep the Interface up to date with current and upcoming technologies.

The Interface is a free web application maintained at the sole and absolute discretion of a community of contributors who may also be known as Interface maintainers. Individually and collectively they assume no duty, liability, obligation, or undertaking to continue to maintain, or to make available the Interface. The Interface maintainers may terminate or change the Interface with respect to any aspect of the Interface at any time.

The Interface maintainers have no obligation, duty, or liability to ensure that the Interface is a complete and accurate source of all information relating to the Interface or any other subject matter. Even if the Interface currently displays information about a particular token or blockchain, the Interface may discontinue tracking and publishing information about that token or blockchain at any time in the Interface maintainers' sole and absolute discretion. In the event of such discontinuation, users may need to rely on third-party resources such as block explorers or validator nodes in order to get equivalent information, and, depending on the User's level of expertise and the quality of such third-party resources, this may result in

the User incurring damages due to delays or mistakes in processing information or transactions.

The Protocol is available under a free open-source license, and the Interface maintainers do not have proprietary or exclusive rights of the Protocols. The Interface maintainers are under no obligation to publish information for all such copies of the Protocols or to warn Users regarding the existence of such alternatives.

4. Taxes

You are responsible for your taxes and duties. Users bear sole responsibility for paying any and all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with their DAO participation, and/or payable as the result of using and/or exploiting any crypto assets and interacting with smart contracts or the Interface. Blockchain-based transactions are novel, and their tax treatment is uncertain.

5. Prohibited Conduct

You may only participate in the Bumper DAO if you comply with these Terms (including, without limitation, these Terms), applicable third-party policies, and all applicable laws, rules, regulations and related guidance. The following conduct is prohibited:

- participation for, or to promote or facilitate, illegal activity (including, without limitation, money laundering, financing terrorism, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons);
- exploiting the DAO for any unauthorised commercial purpose;
- uploading or transmitting viruses, worms, Trojan horses, time bombs, cancel bots, spiders, malware or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the DAO;
- attempting to or actually copying or making unauthorised use of all or any portion of the DAO, including by attempting to reverse compile, reformatting or framing, disassemble, reverse engineer any part of the DAO;
- harvesting or otherwise collecting information from the DAO for any unauthorised purpose;
- interfering with other users' participation in the DAO;

- interfering with or circumventing of the security features of the DAO or any third party's systems, networks or resources used in the provision of the DAO;
- engaging in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract in connection with use of the DAO, and operations performed by a user that are technically permitted by a smart contract, may nevertheless be a violation of our Terms; or
- engaging in any anticompetitive behavior or other misconduct.

Violating the DAO participation rules may result in intervention. You agree and acknowledge that if you use the DAO to engage in conduct prohibited by applicable law, the other DAO participants reserve the right to completely or partially restrict or revoke your access to the DAO, either completely or for a period of time.

7. Disclaimers and Limitations of Liability

We make no representations or warranties. ACCESS TO THE DAO IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "BUMPER DAO INDEMNIFIED PARTIES") MAKE NO GUARANTEES OF ANY KIND IN CONNECTION WITH SUCH ACCESS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE BUMPER DAO INDEMNIFIED PARTIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR:

- THE INTERFACE BEING ACCURATE, COMPLETE, CURRENT, RELIABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. INFORMATION (INCLUDING, WITHOUT LIMITATION, THE VALUE OR OUTCOME OF ANY TRANSACTION) AVAILABLE THROUGH THE INTERFACE IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS. ANY RELIANCE ON THE INTERFACE IS AT YOUR OWN RISK.
- INJURY OR DAMAGE RESULTING FROM THE INTERFACE. FOR EXAMPLE, YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE INTERFACE MAY CONTAIN AUDIO-VISUAL EFFECTS, STROBE LIGHTS OR OTHER MATERIALS THAT MAY AFFECT YOUR PHYSICAL SENSES AND/OR PHYSICAL CONDITION. FURTHER, YOU EXPRESSLY

ACKNOWLEDGE THAT THE BUMPER DAO INDEMNIFIED PARTIES ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY ANOTHER USER'S CONDUCT, UNAUTHORISED ACTORS, OR ANY UNAUTHORISED ACCESS TO OR USE OF THE INTERFACE.

- VIRUSES, WORMS, TROJAN HORSES, TIME BOMBS, CANCEL BOTS, SPIDERS, MALWARE OR OTHER TYPE OF MALICIOUS CODE THAT MAY BE USED IN ANY WAY TO AFFECT THE FUNCTIONALITY OR OPERATION OF THE INTERFACE.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY BUMPER DAO INDEMNIFIED PARTY BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE INTERFACE OR YOUR INABILITY TO USE OR ACCESS THE INTERFACE; (B) MISUSE OF THE INTERFACE (INCLUDING WITHOUT LIMITATION, UNAUTHORISED ACCESS OF THE INTERFACE); (C) ANY USER CONDUCT ON THE INTERFACE; OR (D) TERMINATION, SUSPENSION OR RESTRICTION OF ACCESS TO ANY OF THE INTERFACE.

IN ADDITION TO THE FOREGOING, NO BUMPER DAO INDEMNIFIED PARTY SHALL BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF THE BLOCKCHAIN, ANY COMPUTER OR CRYPTO ASSET NETWORK (INCLUDING ANY WALLET PROVIDER), INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING, OR CYBERSECURITY BREACHES; (D) ANY CHANGE IN VALUE OF ANY CRYPTO ASSET; (E) ANY CHANGE IN LAW, REGULATION, OR POLICY; (VI) EVENTS OF FORCE MAJEURE; OR (F) ANY THIRD PARTY.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR

HAVE PROVEN INEFFECTIVE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE BUMPER DAO INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

8. Indemnification

You agree to indemnify, defend, and hold harmless the Bumper DAO Indemnified Parties from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your breach or alleged breach of the Terms (including, without limitation, these Terms); (b) anything you contribute to the DAO or Interface; (c) your misuse of the Interface, or any smart contract and/or script related thereto; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) your use of a third-party product, service, and/or website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without our prior written consent.

9. Arbitration Terms and Waiver of Rights, Including Class Actions.

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.

Agreement to Attempt to Resolve Disputes Through Good Faith Negotiations

Prior to commencing any legal proceeding against us of any kind, including an arbitration as set forth below, you and we agree that we will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to the Terms or participation in the DAO or use of the Interface (each, a "Dispute" and, collectively, "Disputes") by engaging in good

faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written notice to the other party specifying the nature and details of the Dispute. The party receiving such notice shall have thirty (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference, or by telephone, to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below.

Agreement to Arbitrate

You and we agree that any Dispute that cannot be resolved through the procedures set forth above will be resolved through binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration shall be the British Virgin Islands. The language of the arbitration shall be English. The arbitrator(s) shall have experience adjudicating matters involving Internet technology, software applications, financial transactions and, ideally, blockchain technology. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" subsection of these Terms as to the types and amounts of damages for which a party may be held liable. The prevailing party will be entitled to an award of their reasonable attorney's fees and costs. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

UNLESS YOU TIMELY PROVIDE US WITH AN ARBITRATION OPT-OUT NOTICE YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

Changes

By rejecting any changes to these Terms, you agree that you will arbitrate any Dispute between you and us in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

10. Waiver of Injunctive or Other Equitable Relief.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE INTERFACE, OR ANY OTHER WEBSITE, APPLICATION, CONTENT, SUBMISSION, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY ANY BUMPER DAO INDEMNIFIED PARTY.

11. Termination; Cancellation

These Terms are effective unless and until terminated by either you or us. You may terminate your obligations to us at any time by ceasing all access to the Interface. If, in our sole judgement, you fail, or we suspect that you have failed, to comply with any Terms, we reserve the right to terminate our Terms with you and deny you access to the Interface. We further reserve the right to restrict your access to the Site or to stop providing you with all or a part of the Interface at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Interface exposes us to risk or liability; (b) you are using the Interface for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Interface. All of these are in addition to any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.

WE RESERVE THE RIGHT TO MODIFY THE INTERFACE AT ANY TIME, BUT WE HAVE NO OBLIGATION TO UPDATE THE INTERFACE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MONITOR CHANGES TO THE INTERFACE THAT MAY AFFECT YOU. YOU AGREE THAT WE MAY REMOVE THE INTERFACE AND/OR ANY CONTENT THEREON FOR INDEFINITE PERIODS OF TIME OR SHUT DOWN OR REMOVE ACCESS TO THE INTERFACE AT ANY TIME, WITHOUT NOTICE TO YOU.

12. Severability

If any provision of the Terms (including, without limitation, these Terms) is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the

fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

13. Assignment

The Terms may be assigned without your prior consent to any Bumper DAO Indemnified Party, or to its successors in the interest of any business associated with the Interface provided by us. You may not assign or transfer any rights or obligations under the Terms without our prior written consent.

14. Entire Terms

The Terms, including the Charter and Privacy Policy and any policies or operating rules posted by us on the Interface constitute the entire agreement and understanding between you and us and govern your use of the Interface, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). Any failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15. Governing Law

These Terms and any separate agreements whereby we provide you access to the DAO and Interface shall be governed by and construed in accordance with the laws of the British Virgin Islands.