

We and our affiliates are not affiliated with or commercially related to Saul Zaentz Company or The Tolkien Estate (owners of intellectual property rights relating to the works of J.R.R. Tolkien).

USER AGREEMENT AND TERMS

SUMMARY

The following key points of this User Agreement and Terms are brought for your convenience only. They do not substitute the full Terms.

1. **Who we are?**

Maiar Launchpad currently operated by Maiar Launchpad SRL. The operation of Maiar can be performed by an entity that directly or indirectly Controls, is Controlled by, or is under common control with Maiar Launchpad SRL, where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of an entity or the power to direct or cause the direction of the management and/or business strategy of that party (the “**Group**”, “**Maiar Group**”, the “**Company**” or “**Maiar**”).

2. **What is Maiar Launchpad?**

Maiar Launchpad is a platform that allows Users (the “**Users**” or “**you**” meaning all individuals, institutions or organizations that access or use Maiar Launchpad or the Company Services and who meet the criteria and conditions stipulated by these Terms) to conveniently access early-stage projects before they enter into the mainstream and participate in their public sales rounds (“**Projects**”).

Maiar Launchpad is solely a software platform which facilitate the access of Users to certain projects published on Maiar Launchpad. This means:

- the User may be required to connect their wallet to Maiar Launchpad to gain access to some of the Services. We are not responsible for any loss or damage that may arise from such integration.
- You understand that the Company Services involve nascent technologies, and the usage of such Services could result in partial or complete loss of funds.
- Maiar Launchpad is a User controlled wallet so only the User has control over their funds.
- **You understand that if you lose your recovery words (and the Private keys associated with it), you will not be able to access your wallet and funds.**

3. **Important disclaimers.**

Maiar Launchpad is not intended as, and does not provide, any investment or financial advice whatsoever. As with any financial or investment decisions, you should conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction performed on or in connection to Maiar Launchpad. You should also seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels

and investment advisors, in connection with any investment or financial transaction performed on or in connection to Maiar Launchpad.

4. **Privacy.**

We respect your privacy as further explained in our [Privacy Policy](#).

5. **Intellectual property.**

All legal rights in Maiar Launchpad or related to Maiar Launchpad, including all intellectual property rights, are Maiar's.

6. **Disclaimer of warranty.**

Maiar Launchpad is provided for use 'as is'. We disclaim all warranties and representations with respect to Maiar Launchpad.

7. **Limitation of liability.**

To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf in any form of collaboration – will not be liable in any way for any damage or loss, arising from the use or inability to use Maiar Launchpad.

8. **Law & jurisdiction.**

Use of Maiar Launchpad is governed by the laws of Romania and subject to the exclusive jurisdiction of the competent courts in Romania.

9. **Termination.**

You may request to terminate your account at any time by contacting us at contact@maiar.com. Upon termination of these Terms or your account, your right to use Maiar Launchpad is terminated and you must immediately cease using Maiar Launchpad.

10. THE TERMS INCLUDE ADDITIONAL PROVISIONS THAT YOU SHOULD CAREFULLY READ, SUCH AS PROVISIONS REGARDING WARRANTY, LIMITED LIABILITY, INDEMNIFICATION AND ASSIGNMENT.

THE DETAILS

This User Agreement and Terms (“**Terms**”) constitutes a contract between you and **Maiar Launchpad** (“**Company**”, “**we**”, “**us**” and “**our**” and including all affiliates) and applies to your use of any Company products or services and other features, technologies and functionalities offered by the Company to you through a website, app, or through other means (the “**Company Services**”). The Company Services are provided to you subject to these Terms as well as the [Privacy Policy](#), incorporated by these Terms by this reference. The Company may, in its sole discretion, modify or revise these Terms at any time, and you agree in advance to be bound by such modifications or revisions. We strongly recommend periodically reviewing the most up-to-date version of Terms. Your continued use of the Company Services shall constitute your acceptance of such amendments.

Please read the following User Agreement and Terms (the “**Terms**“) carefully. By signing up to, accessing, or using Maiar Launchpad, you agree to these Terms and any amendments thereto. If you do not agree to these Terms, you may not access or use Maiar Launchpad.

HOW DOES IT WORK?

Maiar Launchpad offers its Users the possibility to access from a technical perspective certain projects for the purpose of participating to their public rounds. The Users’ access is conditioned to having a private key the Users manage, this being the only way a transaction can take place. Meaning that neither Maiar Launchpad nor its Affiliates can access Users’ crypto or digital assets (“**Assets**”) or their private keys (“**Private Keys**”) without their volition and consent.

Through Maiar Launchpad, Users can also access and view the balance of their Assets. The Fiat value of User’s Assets as displayed through Maiar Launchpad is only an estimate depending on relevant exchange rates of Fiat Currency and the valuation of crypto and digital assets which are constantly changing. The Company does not warrant nor does it make any representations as to the accuracy of the fiat value displayed through Maiar Launchpad. For the avoidance of any doubt, “Fiat Currency” means any currency issued by a Central Bank of sovereign countries, such as the US Dollar, Euro, etc.

IMPORTANT DISCLAIMERS

Maiar Launchpad is not intended as, and does not provide, any investment or financial advice whatsoever. With respect to any financial or investment decisions, it is strongly recommended that you conduct your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction. It is also strongly recommended that you seek the advice and guidance of qualified accountants, financial advisors, tax advisors, legal counsels and investment advisors, in connection with any investment or financial transaction.

You agree to be held completely and fully responsible for your decisions. The Company does not guarantee in any way the completeness or accuracy of the information presented on Maiar Launchpad and shall not be held liable for any errors in actions taken in reliance thereon, including with respect to the release of any funds or other similar activities which can be performed on Maiar Launchpad.

Neither Maiar Launchpad nor its Affiliates is your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities affected by you using the Company Services. No communication or information provided to you via Maiar Launchpad is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice.

Neither Maiar Launchpad nor its Affiliates recommend that any Assets should be bought, earned, sold, or held by you. Before making the decision to a transaction with any of your Assets, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. Maiar Launchpad will not be held responsible for the decisions you make to buy, sell, or hold Assets based on the information provided via Maiar Launchpad.

Risk of financial loss: eGold (EGLD) and other crypto currencies supported by Maiar Launchpad are Assets and are part of a new asset class and present a risk of financial loss, and you should carefully consider your financial circumstances and tolerance for financial risk before purchasing either.

eGold (EGLD) incorporates no connection to physical gold or gold derivative instruments. EGLD is not a "stablecoin" and may be volatile and/or may lose value. No recommendation is made herein as to the advisability of purchasing EGLD or other Assets; notwithstanding, do not purchase EGLD or other Assets if you cannot bear the loss of the entire purchase price.

LIMITATIONS

The Company Services allow you to interact directly with the Elrond blockchain and maybe with other blockchains as well (Ethereum, Binance, etc.), while you remain in full control of, and always responsible for, your own Private Keys and Assets. As an unhosted wallet where you are responsible for your own Private Keys and Assets, these Company Services are not regulated by any financial authority and the Assets that you may store, exchange, and transfer using Company Services are not covered or underwritten by any issuer, insurer, government, or central authority.

When you access certain features you will be able to perform a variety of actions with different Assets. You will be requested to verify your e-mail address through an attestation process. You will not give the Company control or access to any of your Assets, and your Assets are not held in Maiar Launchpad, but are on the Elrond blockchain or, if the case, on other blockchain(s) and 'viewed' through Maiar Launchpad, and the Company does not control the blockchain(s) or your Assets.

THE COMPANY DOES NOT COLLECT OR HOLD YOUR PRIVATE KEYS, AND THE COMPANY CANNOT ACCESS ACCOUNTS; RECOVER KEYS, PASSWORDS, OR OTHER INFORMATION; RESET PASSWORDS; OR REVERSE TRANSACTIONS. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE COMPANY SERVICES, INCLUDING, WITHOUT LIMITATION, FOR STORING, BACKING-UP, AND MAINTAINING THE CONFIDENTIALITY OF YOUR KEYS, PASSWORDS, AND INFORMATION, AND FOR THE SECURITY OF ANY TRANSACTIONS YOU PERFORM USING THE COMPANY SERVICES. YOU EXPRESSLY RELIEVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY AND/OR LOSS ARISING FROM YOUR USE OF THE COMPANY SERVICES.

Users interacting with crypto or digital assets should be aware that such assets involve risks, including the risk of loss of some or all assets. Losses are not insured, and you assume the full responsibility for all losses. You are advised to exercise caution, conduct research, and not to transact more than you can afford to lose. Maiar Launchpad does not facilitate the storage or sending of fiat currencies.

REGISTRATION

Information you provide.

In order to use Maiar Launchpad, you must be an individual 18 years of age or older and register with a personal User account. When you register with Maiar Launchpad, we will ask you to provide us the details we describe in our [Privacy Policy](#). (**"Registration Information"**).

Maiar Launchpad's features are activated and available only to Users who have successfully completed the sign-on process and, if applicable, certain KYC and AML process.

Use of Maiar Launchpad may not be available to you, in whole or in part, in certain regions, countries, or jurisdictions, in order to comply with certain rules and regulations meaning that the use of Maiar Launchpad is currently provided in specific regions, countries or jurisdictions and will be expanded to other territories at our discretion.

Users in certain regions may have different Terms applicable to them, which to be enacted and updated by us from time to time.

False information.

If we believe that the Registration Information you provide is false, deceptive or offensive, or if we believe that you violated these Terms, we reserve the right to unilaterally suspend or terminate your User account or your access to Maiar Launchpad.

Additional information.

We reserve the right to request additional information to verify your identity, during the registration process, at any time throughout your use of Maiar Launchpad or when you submit requests related to your User account being able to unilaterally suspend or terminate your User account or your access to Maiar Launchpad if the information provided contradicts the information submitted previously, if we consider that the information is false, deceptive or offensive, or if we believe that you violated these Terms.

YOUR PRIVACY

We respect your privacy. Our [Privacy Policy](#), explains our privacy practices. We encourage you to read it carefully.

ACCEPTABLE AND PROHIBITED USE OF MAIAR

Accepted use.

The following terms define the acceptable use of Maiar Launchpad and the content available therein. You agree to abide by all applicable laws in relation to the legal usage of Maiar Launchpad in your local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities.

ALL USERS OF MAIAR LAUNCHPAD ACKNOWLEDGE AND DECLARE THAT THEIR ASSETS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT, IF THE CASE, THE COMPANY WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS.

Account suspension.

We may, in a unilateral way, temporarily or permanently suspend the use of or revoke your account, if we believe you have violated these Terms or exhibit behavior that raises suspicion of criminal activity.

Prohibited use.

When using Maiar Launchpad, you must refrain from:

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to Maiar Launchpad;
- Interfering with, burdening or disrupting the functionality of Maiar Launchpad;
- Breaching the security of Maiar Launchpad or publicly identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of Maiar Launchpad, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in Maiar;
- Sending automated or machine generated queries;
- Using robots, crawlers and similar applications to collect and compile content from Maiar Launchpad or send data to Maiar Launchpad including for the purposes of competing with Maiar Launchpad, or in such ways that may impair or disrupt Maiar Launchpad's functionality;
- Displaying or embedding content from Maiar Launchpad, including by any software, feature, gadget or communication protocol, which alters the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information regarding Maiar Launchpad's Users, without their prior explicit consent;
- Abusing, harassing, threatening or intimidating other Users of Maiar Launchpad;
- Linking to Maiar Launchpad from web pages or applications that contain pornographic content or content that encourages racism or wrongful discrimination;
- Engaging in any activity that constitutes a criminal offense or gives rise to civil liability;
- Transferring your account on Maiar Launchpad to another person;
- Infringing the Intellectual Property or any other rights of the Group;
- Violating any applicable law;

You are solely responsible for the content you make available through Maiar Launchpad and for the consequences associated with doing so.

FEE-BASED AND FREE OF CHARGE SERVICES

Access to Maiar Launchpad is offered to you without any costs for a limited period of time ("**Free Access**"). The Free Access period and the duration of it is and will be determined exclusively by the Company as additional features and services might be introduced in the future which will not be included as part of your Free Access. These additional features and services might be subject to payment of the applicable fees ("**Fees**"), in accordance with the packages, schemes and amounts presented to you, either upon registration or at a later time.

Free Access to Maiar Launchpad is guaranteed for the a determined period of time only at the Company's sole discretion, after which access to Maiar Launchpad might be subject to payment of Fees. If you benefited from Free Access prior to that change, you will still be able to access Maiar Launchpad for free (excluding any additional pay for services presented by us), provided you abide by these Terms and use your Free Access only for one account on one device at a time i.e. each User is entitled to receive a Free Access benefit only once).

Taxes.

All state and/or local income and other taxes, if any, are the User's sole responsibility. The Company Services may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to the User. All Users are solely responsible for reporting such items on their tax returns or similar and observing/paying any associated tax liability, in the case.

Use of materials

We may, at our sole discretion, provide you with marketing and promotional materials pertaining to Maiar Launchpad. We hereby grant you, during the term of these Terms, a non-exclusive, non-transferable, limited right to reproduce or copy the provided materials, for the sole purpose of promoting and marketing Maiar Launchpad to potential Users.

Nothing herein shall grant you any ownership, title or any other rights in these materials, but only limited rights of use as described above.

INTELLECTUAL PROPERTY

Our intellectual property.

All rights, title and interest in and to Maiar Launchpad, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith (the "**Intellectual Property**"), are the exclusive property of the Company and its licensors.

Restrictions.

You may not copy, reverse engineer, modify or create derivative works of the Company's intellectual property, in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute or damage our goodwill.

THIRD PARTY PLATFORMS

Maiar Launchpad may interface with third party services and platforms ("**Third Party Platforms**"). For example, you may "share" your activity on Maiar Launchpad and invite your friends to use Maiar Launchpad through social network Third Party Platforms. Other Third Party Platforms may provide you the ability of purchasing crypto with fiat currency.

Other Third Party Platforms may provide you different services applicable to your Assets, such as purchasing crypto with fiat currency, or locking your funds (or part of them) into an interest bearing smart contract.

The following terms apply to services provided by Third Party Platforms:

- Use of these Third Party Platforms is governed by their respective terms of service, not by these Terms. You bear the sole and exclusive responsibility for accepting and complying with those other terms of service.
- The responsibilities, obligations and liabilities of Third Party Platforms are as indicated in their respective terms of service.

USERS ACKNOWLEDGEMENTS

The User acknowledges and agrees that:

- a) Maiar Launchpad does not issue, subscribe, place or accept funds;
- b) the role of Maiar Launchpad is solely a technical and marketing vendor for the Projects, providing the technology for facilitating the launch and sale of their Assets. the Project at all times is considered the issuer and seller of their Assets;
- c) Maiar Launchpad will be relying, and is so entitled to rely, upon the information, representations, warranties, and covenants made by the Project via their own terms and conditions and related policies;
- d) Maiar Launchpad will not conduct any obligation concerning the KYC/AML process of the Projects and this obligation lies solely with the Project. Maiar Launchpad is only facilitating the access to the Project's own KYC/AML processes or third party providers which were engaged by the Projects;
- e) Maiar Launchpad does not offer or sell any Assets for or on behalf of the Project and also does not accept any proceeds from the public sale conducted by the Project;
- f) the Company Services provided by Maiar Launchpad do not constitute financial or legal advice which require licensing or other approvals, and the User is not permitted to rely upon the Company Services at such.

TERMINATION

Terminating your account.

You may, at any time, request to terminate your account by contacting us at contact@maiar.com.

Upon termination of these Terms or your account, your right to use Maiar Launchpad is terminated and you must immediately cease using Maiar Launchpad.

Effects of Termination.

Upon termination, your User account will be cancelled.

Terminating the operation of Maiar Launchpad.

We may at any time discontinue, suspend or terminate the operation of Maiar Launchpad, or any part thereof, temporarily or permanently, for all Users, or for certain Users, without any liability to you. If we do so on our own accord and not as a result of your violation of these Terms, we will notify you in advance before such termination.

CHANGES AND AVAILABILITY

Changes on Maiar Launchpad.

We may, at any time and without prior notice change the layout, design, scope, features or availability of Maiar Launchpad We may also remove User Content if we deem it necessary for operational reasons.

Availability.

The availability, functioning, quality and functionality of Maiar Launchpad depend on various factors, including software, hardware and communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free.

Changing these Terms.

We may revise these Terms (beyond the terms, rules and policies explained in our user guide), in whole or in part, at any time by notifying you of the amended Terms ahead of time. Your continued use of Maiar Launchpad after the effective date of the amended Terms constitutes your consent to the amended Terms.

DISCLAIMER OF WARRANTY

MAIAR LAUNCHPAD IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO MAIAR LAUNCHPAD, ITS CONTENT, THE FEES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) MAIAR LAUNCHPAD WILL OPERATE UNINTERRUPTEDLY, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) MAIAR LAUNCHPAD WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF MAIAR LAUNCHPAD AND THE CONTENT AVAILABLE THROUGH IT, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT PRESENTED ON MAIAR LAUNCHPAD WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF USING MAIAR LAUNCHPAD WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF MAIAR LAUNCHPAD, OR THE CONTENT PRESENTED ON, OR THROUGH, MAIAR LAUNCHPAD, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY THE INVOLVED PERSONS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF MAIAR LAUNCHPAD IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTENT, THE FEES, THE USE OF, OR THE INABILITY TO USE MAIAR LAUNCHPAD OR ITS FEATURES, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF MAIAR LAUNCHPAD, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON MAIAR LAUNCHPAD, OR FROM ANY COMMUNICATION THROUGH MAIAR LAUNCHPAD, OR WITH OTHER USERS ON MAIAR LAUNCHPAD, OR FROM ANY DENIAL OR CANCELANATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON MAIAR LAUNCHPAD.

IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO HALF THE FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THESE TERMS, ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO MAIAR LAUNCHPAD, OR IF THROUGH YOUR USE OF MAIAR LAUNCHPAD, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.

INDEMNIFICATION

To the maximum extent permitted by law, you will indemnify, defend and hold harmless at your own expense, Maiar Launchpad, our representatives and agents and anyone acting on our behalf, from and against any damages, costs and expenses, including attorney's fees and costs, third party claims, demands, liabilities, resulting from any claim, allegation or demand, connected with your use of Maiar Launchpad, your breach of these Terms, infringement of any other person's rights or any violation of an applicable law.

GOVERNING LAW, JURISDICTION

Regardless of your place of residence or where you access or use Maiar Launchpad from, these Terms and your use of Maiar Launchpad will be governed by and construed solely in accordance with the laws of Romania.

The competent courts in Romania will have exclusive and sole jurisdiction over any dispute, claim or controversy relating to Maiar Launchpad or with respect to any matter relating to these Terms. You hereby expressly consent to personal jurisdiction in Romania and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may lodge a claim against you pursuant to the indemnity clause above in any court adjudicating a third party claim against us.

GENERAL

Assignment.

You may not assign or transfer any right to use the Company Services or any of your rights and obligations under these Terms without our prior written consent, including any right or obligation related to the enforcement of laws or the change of control. Any attempted or actual assignment by you, without our prior written consent, shall be null and void.

Elrond may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

Changes in ownership.

In the event of M&A, we may, without notice or obtaining your consent, assign and delegate these Terms, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party.

Severability.

If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

Force Majeure

We will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond Elrond's reasonable control.

Interpretation.

The section headings in these Terms are included for convenience only and shall take no part in the interpretation or construing of these Terms. Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

Entire agreement.

These Terms constitute the entire agreement between you and us concerning the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

Waivers.

No waiver, concession, extension, representation, alteration, addition or derogation from these Terms by us, or pursuant to these Terms, will be effective unless consented to explicitly and executed in

writing by our authorized representative. Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

Relationship.

These Terms do not create any agency, partnership, employment or fiduciary relationship between you and us.

CONTACT US

At any time, you may contact us with any question, request, comment or complaint that you may have with respect to Maiar Launchpad or these Terms at contact@maiar.com.

Last updated: June 22, 2022