

**XSYN NETWORK WEBSITE  
XSYN EXPERIENCE  
TERMS AND CONDITIONS**

**VERSION 1 – MAY 2022**

NINJA SYNDICATE PTY LTD ABN 72 649 762 309, a company registered in Australia (“we”, “us”, or “our”), as the guardians for the XSYN Network (“XSYN”) and producers of the XSYN Experience 3D environment (“the Experience”), presents the following terms of use (“Terms”) over our website <https://www.xsyn.io> and any other online property/website owned or managed by us relating to XSYN, including all files and media hosted by those sites (“Website”).

These Terms do not create any agency, partnership, or joint venture between us and the User (“you”). By signing up for an account through us or any associated websites, APIs, or mobile applications, you agree to have read and consent to the Terms herein. You also agree to our Privacy Policy that may apply from time to time. These Terms may be amended and updated at our sole discretion. Revised versions will be considered effective as of the date and time posted on our Websites.

**OUR SERVICES**

**1. SERVICE SUMMARY:**

- (a) XSYN is a computer software and hardware system that supports electronic online games by maintaining and confirming game state transactions on multiple Blockchains. XSYN allows each User to store items, characters, digital rewards, and other attributes on the Blockchain public ledger that allows for decentralised, immutable record of ownership. You own any non-fungible token (an “NFT”) on the Blockchain, representing in-game items obtained through game properties connected to XSYN. When you purchase, earn, or receives any NFT or digital reward, you own completely and outright the NFT and/or digital reward.
- (b) The XSYN Experience is a simulated 3D persistent environment delivered on <https://www.xsyn.io/>, designed to visually demonstrate the capabilities of XSYN through visual interpretations. You interact with digital and data objects, and other users within a 3D environment to access information about XSYN at its services.

**2. USER IDENTITY:**

- (a) The Website allows connection with an XSYN-enabled app, *XSYN Passport* (*Passport*) at <https://passport.xsyn.io>.
  - i. Passport connects with selected digital wallets to create a user profile on the Website. All personal information collected by Passport (for example: your name, email address, phone number, IP address, or digital wallet private key or identifier) are obtained by you providing and storing this information into Passport.
  - ii. We may, with your consent via a digital signature confirmed by your digital wallet, take possession of any NFT, coin, or token stored in your digital wallet into Passport to enable the item for use with the Services.

- iii. Passport connects with a digital wallet, and each Passport is unique and directly connected to a specific wallet. Passport does not withhold any NFT, coin, or token from its origin digital wallet.
- (b) You may use any other compatible digital app or wallet provided by a third-party company that safely connects to the Website to access the Website, if made available.
- (c) User Security:
  - i. You are solely responsible for storing, outside of our Services, a backup of any Passport, private key(s), or transaction information that you maintain in Passport or otherwise with the Services.
  - ii. For a transaction to be validated on the Blockchain, Passport must be confirmed and recorded in the distributed ledger associated with the Blockchain. We do not operate the Blockchain.
  - iii. We do not receive or store your password, or any keys, or network addresses.
- (d) You are solely responsible for remembering, storing, and keeping secret your Passport credentials, keys and address.

#### **WEBSITE ENVIRONMENT**

- 3. **ACKNOWLEDGEMENT:** You understand and acknowledge that by connecting to our Website and the Experience, you have read and understood and agree to be bound to these Terms.
- 4. **PERSONS UNDER 18 YEARS OF AGE:**
  - (a) You affirm that you are over the age of 18 years, as XSYN is not intended for persons under this age. If you are over the age of 13 years of age, but under the age of majority in your jurisdiction, then parental/guardian consent is required to agree to these Terms.
  - (b) If you are a parent or guardian agreeing to the Terms for the benefit of a child over 13 years of age, then you agree to and accept full responsibility for that child's use of the Website or Services, including all financial charges and legal liability that he or she may incur.
- 5. **RESPONSIBILITY FOR CONDUCT:**
  - (a) You take responsibility for all activities that occur under the Website and use of the Services.
  - (b) You accept all risks of any authorized or unauthorized access to the Services, to the maximum extent permitted by law. User represents and warrants that you are familiar with and accepts the risks associated with digital Apps and private keys, including the risks described herein. User is solely responsible for its own conduct while accessing or using the Services, and for any consequences thereof. User agrees to use the Services for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, User may not, and may not allow any third party to:
    - i. send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content.

- ii. distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.
  - iii. impersonate another person (via the use of an email address or otherwise).
  - iv. upload, post, transmit or otherwise make available through the Services any content that infringes the intellectual proprietary rights of any party.
  - v. use the Services to violate the legal rights (such as rights of privacy and publicity) of others.
  - vi. engage in, promote, or encourage illegal activity (including, without limitation, money laundering).
  - vii. interfere with other users' enjoyment of the Website.
  - viii. exploit the Services for any unauthorized commercial purpose.
  - ix. modify, adapt, translate, or reverse engineer any portion of the Services.
  - x. remove any copyright, trademark or other proprietary rights notices contained in or on the Website or any part of it.
  - xi. reformat or frame any portion of the Services.
  - xii. display any content on the Website, Services, or any its digital properties that promotes any hate-related or violent intention or contains any other material, products or services that violate or encourage conduct that would violate any laws in your jurisdiction or any third-party rights.
  - xiii. use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website, the Service, or its content, or to collect information about its users for any unauthorized purpose.
  - xiv. create user accounts by automated means or under false or fraudulent pretenses.
  - xv. trick, defraud, or mislead us, or any of our Users, with specific to an attempt to learn sensitive account information.
  - xvi. attempt to impersonate another User.
  - xvii. attempt to bypass any security measure of the Site.
  - xviii. copy or adapt the Site; or,
  - xix. disparage, tarnish, or otherwise harm, in our sole discretion, us or the Website.
- (c) Representations Made by User: You acknowledge and agree that the Services ARE NOT being sold as an investment by us. YOU UNDERSTAND THAT ANY REPRESENTATIONS MADE BY US AT ANY TIME THAT ANY OF THE SERVICES ARE AN INVESTMENT IN XSYN OR US (OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IN GENERAL) TO OTHERS IN A DIRECT ATTEMPT TO MARKET SERVICES IN COORDINATION WITH SUPPLYING A REFERRAL LINK IS A DIRECT BREACH OF THE TERMS. A determination of same will be made at our sole discretion.

**6. TRADES AND EXCHANGES:**

- (a) We allow you and other users to trade digital items on the Website and within the Experience. Digital items can be traded for other digital items (including tokens and coins). When you engage in a trade on the Website and within the Experience, we may, at our discretion, impose a fee of no less than 5% of total amount exchanged in the transaction.
- (b) If you elect to engage in any action of trade or exchange of any digital item, token or coin, you are responsible to pay all sales, use, value-added or other taxes, duties and assessments now or hereinafter claimed or imposed by any governmental authority.
- (c) You are solely responsible for determining what, if any, taxes apply to you, and any other transactions conducted by you. We do not act as a withholding tax agent in any circumstances.
- (d) All payments for trades and exchanges on the Website, or within the Experience and not refundable for fiat currency, except as required by law.
- (e) You can spend tokens or coins to acquire digital items offered by us. Spending tokens or coins through the Services is solely for your own personal entertainment and does not create any legally enforceable contract between you and us, and you performing any transaction on the Website or within the Experience does not acquire any enforceable legal rights because of such transactions.
- (f) When you trade or exchange tokens and coins to acquire digital items from us, the items are transferred directly to Passport. All such transfers made are final and non-reversible, unless otherwise permitted by us through our standard policies or practices.
- (g) When trading and exchanging tokens, coins, or items using fiat currency, you acknowledge that you are authorized to use the designated payment method for payments and accept responsibility for any fees charged by your payments issuer and any third party services.

**7. INTELLECTUAL PROPERTY RIGHTS:**

- (a) The interfaces, graphics, trademarks, design, information, artwork, data, code, products, software, and all other elements of the Services (including the Website and the Experience), including the rights therein and any derivatives, (the "XSYN Original IP") are protected by law.
- (b) All XSYN Original IP is our property. We reserve all rights to the Roblox IP not granted in these Terms.
- (c) Some parts of the Services may include or make available content, tools or other materials from third parties ("Third-Party Services"). We do not control or take responsibility for Third-Party Services (including how those third parties use your information). You understand that using the Services could subject you to third-party fees, terms, and/or policies, such as a privacy policy, and you agree to pay all those fees and to follow those terms and policies.

8. TERMINATION

- (a) General: We may suspend or terminate your right to access or use Services immediately and without notice if:
  - i. we determine that your use of the Services poses a security risk to our Services or any third party, could adversely impact us, the Services, the Blockchain or any other Users, or could subject us, our affiliates, or any third party to liability, or could be fraudulent.
  - ii. You are in breach of these Terms & Conditions.
  - iii. You cease to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or
  - iv. for any other reason at our absolute discretion.
- (b) Effect of Suspension:
  - i. You may be in violation of our hosting agreement or the blockchain protocols, which may prevent or limit your entitlement or access to any results or rewards that may have occurred during your suspension of the Services.
  - ii. User agrees to pay any fee charged by us to reconnect the Services.
  - iii. Effect of Termination: If we terminate your right to access or use any portion or all the Services, then all of your rights under these Terms immediately terminate and you shall remain responsible for all fees owed to us incurred through the termination date.

EXPERIENCE ENVIRONMENT

- 9. LICENCE TO USE SERVICES: Subject to your compliance with these Terms as applicable, we grant you a non-exclusive, limited, revocable, non-transferable license to use the Services (including the Experience) on devices that you own or control for your own personal, entertainment use, including the right to download and use, in connection with the Services, software that we make available for download as part of the Services, in object code form only.
- 10. 3D ENVIRONMENT: You acknowledge that the Website contains technology that limits your usage of the Experience to the following applicable usage rules. Whether or not the Experience is limited by such technology, you agree to use the Experience in compliance with the applicable usage rules:
  - (a) Your use of the Experience is conditioned upon your prior acceptance of the terms of this Agreement.
  - (b) You will not attempt to, encourage, or assist any other person to circumvent or modify any technology or software that is part of the Experience.
  - (c) The delivery of the Experience does not transfer to you any promotional use rights in the Experience.
  - (d) You acknowledge and agree that you are solely and entirely responsible for the digital content you use, including but not limited to text, images, graphics, videos, 3D models, web links etc.
  - (e) You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Experience any of the following:
    - i. User Generated Content that breaches our Community Rules.

- ii. User Generated Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Generated Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content.
  - iii. User Generated Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.
  - iv. Private or confidential information of any third party, including, without limitation, addresses, phone numbers, e-mail addresses, Social Security numbers and credit card numbers; viruses, spyware, malware, corrupted data or other harmful, disruptive, or destructive files.
  - v. User Generated Content that, in our discretion, is objectionable or which restricts or inhibits any other person from using or enjoying the Roar App, or which may expose ROAR or its users to any harm or liability of any type.
- (f) Should your content places a significant burden on our platform or negatively impacts the work of our website, we reserve the right to restrict or temporarily disable access to your digital content.
- (g) To improve the efficiency and performance of our platform, we reserve the right to remove any user generated content that has been inactive. For the purposes of this article, inactive means the user generated content that had no activity during two calendar months.
- (h) If we are prevented from carrying out its obligations to access to the Experience because of any cause beyond our control, or the Experience cannot be conducted because of a software or issue with the hosting platform or due to force majeure, you acknowledge that we shall be relieved of our obligations to you to provide access to the Experience in a timely manner, or at all.

ONLINE SAFETY:

11. Community Rules: We care about the safety of our users. If you see any content or materials on the Services that appears to be in breach of the following Community Rules, please use the Customer Support Channel to immediately report the situation:
- (a) While we encourage friendly rivalry, healthy competition, and playful discourse (in which using 'adult' language plays a part in some cultures), we will not tolerate any behavior directed at any person (or group of persons) that:
    - i. is overtly discriminatory, racist, sexist, misogynistic, objectifying, homophobic, transphobic, or enforces any other form of bigotry.
    - ii. is harassing or singling anyone out for ridicule, abuse, malicious attack, or any similar action.
    - iii. causes the release of personal information (doxxing), including real-world information about a person without their consent.
    - iv. can be considered stalking, bullying, intimidating, overtly abusive or overtly sexual.

- v. advocating or inducing acts that would be deemed illegal in your jurisdiction, including (but not limited to) aggravated sexual acts, self-harm, insurrection, property damage, violent acts, etc.
  - vi. is considered by us to be any of the above behaviors.
  - vii. inciting or encouraging others to perform any of the above behaviors.
- (b) We will not tolerate any actions by anyone that could potentially put users under 18 years in inappropriate or dangerous situations, including grooming and other predatory behavior, or anything that sexualizes young people.
  - (c) You will not encourage others to break these rules, or any rules set forth on the Website and the Experience.
  - (d) You are encouraged not share your account password with anyone. Doing so is at your own risk.
  - (e) You may not use login credentials that you do not own to access another person's Passport.
  - (f) You may not give false information or intentionally hide or withhold any information, including billing and contact information, when registering your Passport.
  - (g) You may not abuse, harass, or threaten any of our staff or authorised representatives, in any forum, whether private or public. This includes, but is not limited to:
    - i. filing support tickets with false information to gain from it or have someone else suffer from it.
    - ii. sending excessive e-mails or support tickets.
    - iii. obstructing our staff from doing their jobs.
    - iv. revealing personal information of one of our staff on a forum or live chat feed.
    - v. refusal to follow the instructions of one of our staff members, or
    - vi. implying favoritism by one of our staff members.
  - (h) We are not responsible for actions taken by our players that occur outside the jurisdiction of our game servers or web site.
  - (i) We will not reveal personal information about its subscribers to unauthorised individuals, unless required to by law in the jurisdiction where the request is being made.
  - (j) You may not perform any action that violate any local, state, national or international laws or regulations.

## WARRANTIES AND DISCLOSURES

12. REPRESENTATIONS AND WARRANTIES: Each party represents and warrants that:

- (a) it has full power and authority to enter these Terms; and
- (b) it will comply with all laws and regulations applicable to its provision or use of Services.
- (c) USER ACKNOWLEDGES AND AGREES THAT USER DOES NOT RESIDE IN ANY REGION THAT EXPLICITLY BANS THE USE OF LOOT BOXES IN GAMES IN ACCORDANCE WITH GAMBLING LAWS.

**13. DISCLOSURES & RISKS**

- (a) Notification: we may notify each User of certain disclosures and risks associated with blockchain NFT and digital rewards and their associated technology and protocols. Services are not an investment product, and no action, notice, communication by any means, or omission by us shall be understood or interpreted as such.
- (b) Ownership expectations: We have no influence whatsoever on the XSYN Network or any bridged Blockchains, the transactions and consensus protocols, or the NFTs or digital rewards. Ownership of XSYN or the use of Services does not represent or constitute any ownership right or stake, share or security, debt or equivalent right, or any right to receive any future revenue or form of participation in or relating to any blockchain or Digital Reward
- (c) Digital Rewards: Digital Rewards are not considered legal tender, are not issued, or backed by any government, and have fewer regulatory protections than traditional currency. Moreover, Digital Rewards are not insured against theft or loss by any insurance corporation or any investor protection.
- (d) Market Risk: The value of NFTs and digital rewards are derived from supply and demand in the global marketplace, which can rise or fall independent of any government currency. Holding NFTs and digital rewards carries exchange rate and other types of risk. The value of NFTs and digital rewards may be derived from the continued willingness of market participants to exchange traditional government currency for digital rewards, which may result in the potential for permanent and total loss of value of a particular digital reward should the market disappear. The volatility and unpredictability of the price and value of NFTs and Digital Rewards, relative to government currency, may result in significant loss over a short period of time. We cannot guarantee or warrant the value of any NFT, digital reward or blockchain, including the XSYN Network and any specific Rewards, and explicitly warns you that that there is no reason to believe that any NFT or Reward will increase in value, and that they may hold no value, decrease in value, or entirely lose value.
- (e) Regulatory Risk: Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual NFTs and blockchain rewards. The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact the Services in various ways, including, for example, through a determination that any of the above are regulated financial instruments that require registration. We may cease any distribution of any of the above, the development of XSYN or cease operations in a jurisdiction if governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which we operate is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance



that governmental, quasi-governmental, regulatory, or other similar types of (including banking) authorities will not examine our operations and/or pursue enforcement actions against us. Such governmental activities may or may not be the result of targeting us. All of this may subject us to judgments, settlements, fines, or penalties, or cause us to restructure its operations and activities or to cease offering certain products or services, all of which could harm our reputation or lead to higher operational costs, which may in turn have a material adverse effect on our Services.

- (f) Technology Risk: Virtual NFT and digital reward transactions may be irreversible and losses due to fraudulent or accidental transactions may not be recoverable. Some virtual transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the user initiated the transaction. The nature of such virtual transactions may lead to an increased risk of fraud or cyber-attacks.

**14. DISCLAIMER:**

- (a) EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, US, OUR AFFILIATES, AND SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.
- (b) WE, OUR AFFILIATES, AND SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION, FAILURE TO STORE, OR ANY LOSS OF ANY USER DATA, INCLUDING BLOCKCHAIN DATA, MAINTAINED, OR TRANSMITTED THROUGH USE OF OUR SERVICES.
- (c) YOU ARE SOLELY RESPONSIBLE FOR SECURING YOUR OWN CUSTOMER DATA AND DIGITAL REWARDS. NEITHER WE, OUR AFFILIATES, NOR OUR SUPPLIERS, WARRANTS THAT THE OPERATION OF OUR SERVICES, INCLUDING THE BLOCKCHAIN, OR ANY OTHER SUPPORTED BLOCKCHAIN WILL BE ERROR-FREE OR UNINTERRUPTED. US, OUR AFFILIATES, AND OUR SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSSES OR OPPORTUNITY COSTS RESULTING FROM BLOCKCHAIN NETWORK AND PROTOCOL OR THIRD-PARTY SOFTWARE ISSUES, WHICH MAY IN TURN RESULT IN THE INABILITY TO PROCESS TRANSACTIONS ON ANY BLOCKCHAIN AT ALL OR WITHOUT INCURRING SUBSTANTIAL FEES.

**15. LIMITATION OF LIABILITY**

- (a) Limitation of Indirect Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU SHALL NOT BE LIABLE UNDER THESE TERMS FOR LOST REVENUES, OPPORTUNITY COSTS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO VIOLATIONS OF OUR INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, OR YOUR PAYMENT OBLIGATIONS.

- (b) Limitation of Amount of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR AFFILIATES OR SUPPLIERS, MAY BE HELD LIABLE UNDER THESE TERMS FOR MORE THAN ONE HUNDRED U.S. DOLLARS, OR EQUIVALENT IN THE CURRENCY IN YOUR COUNTRY OF RESIDENCE.

16. INDEMNIFICATION: Unless prohibited by applicable law, you will defend and indemnify us and our Affiliates against any settlement amounts approved by you and damages and costs finally awarded against you and your affiliates by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding) to the extent arising from your use of our Services.

#### MISCELLANEOUS PROVISIONS

17. ASSIGNMENT: You will not assign or otherwise transfer your rights and obligations under these Terms, without our prior written consent, which may be unreasonably withheld. Any assignment or transfer in violation of this section will be void. At any time and without the need for your consent, we may assign any obligation, right and these Terms. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns. You may not merge these Terms with any other agreements with which we may be a party.

18. DISPUTES:

- (c) Any dispute, controversy, difference or claim arising out of or relating to these Terms or relating in any way to your use of our Website or our Services, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these Terms the parties may agree to first attempt mediation before a single mediator, administered by the Law Society of Western Australia under its mediation rules (or its referred entity), to be held in Perth, Western Australia, Australia in the English language.
- (d) If the parties do not agree on mediation, the matter shall be referred to and finally resolved by arbitration before a single arbitrator to be held in Perth, Western Australia, Australia. The decision of the arbitrator is final and binding on the parties, and enforceable in a court of competent jurisdiction.
- (e) The prevailing party shall be entitled to costs and reasonable attorneys' fees for the arbitration. Notwithstanding the foregoing you and us agree that we may bring suit in any court of law to enjoin infringement or other misuse of our intellectual property rights. Any disputes that may arise beyond the scope of the arbitration provision shall be exclusively subject to the State of Western Australia or the Commonwealth of Australia, wherever the jurisdiction shall lie. We and you consent to personal jurisdiction in those courts.
- (f) CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY

NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

19. **ENTIRE AGREEMENT:** These Terms set out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering these Terms, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in these Terms. The terms may be updated on our Website at any time.
20. **FORCE MAJEURE:** We and our affiliates will not be liable for any failure or delay in performance of obligation under these Terms where the failures or delay results from any cause beyond reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain (e.g., a "hard fork" or "soft fork").
21. **GOVERNING LAW:** Any claim or dispute between the you and us arising out of or relating to your use of our Website, our Services, or these Terms, in whole or in part, shall be governed by the laws of the Commonwealth of Australia and the State of Western Australia, as far as practicable, without respect to its conflict of law's provisions. The 1980 United Nations Conventions on Contracts for the International Sale of Goods does not govern these Terms.
22. **LANGUAGE:** All communications and notices made or given pursuant to these Terms must be in the English language in the first instance. If we provide a translation of the English language version of these Terms, the English language version will control if there is any conflict.
23. **NOTICES TO YOU:**
- (a) We may provide any notice to you under these Terms by:
    - i. posting a notice on our Website, or
    - ii. sending a message to the email address associated with your Passport.
  - (b) Notices provided on our Website will be effective upon posting and notices provided by email will be effective when the email is sent. It is your responsibility to keep your email address current. To give us notice under these Terms, you must contact us by [support@weareninja.com](mailto:support@weareninja.com). We may update the address for notices by posting on our Website.
24. **SEVERABILITY:** If any portion of these Terms is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.