BMIC Platform General Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to https://bmic.ai/ (the 'Website'). The Website provides access to the BMIC Platform and Services (the 'Services').
- 1.2. The Website is operated by Private Limited Company, hereinafter BMIC. Access to and use of the Website, or any of its associated Products or Services, is provided by BMIC. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of our Services, immediately.
- 1.3. BMIC reserves the right to review and change any of the Terms by updating this page at its sole discretion. When BMIC updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- 2.1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by BMIC in the user interface.
 - 2.2. The "Terms" is defined as the following:
 - (a) These Terms and Conditions including Partners Terms and Conditions.
 - (b) Our Privacy Policy
 - (c) Our Cookie Policy
- 2.3. BMIC operates under applicable laws and regulations in the jurisdictions where it conducts business. The products and services provided by BMIC on the Website are not considered to be financial services or investment services under applicable law and therefore do not require any licenses to operate. The BMIC token is considered to be a utility token and is therefore not a financial instrument. As laws and regulations are different in other countries, the right to access and/or use the Website (including any, or all of, the products and services offered via the Website) may be illegal in certain countries. You are responsible for determining whether

your access and/or use of the Website is compliant with applicable laws in your jurisdiction and that the service offered on this Website is not illegal in the territory where you reside.

3. Registration to use the Services

- 3.1. In order to access the Services, you must first register for an account through the Website (the 'Account').
- 3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Name
 - (b) an email address
 - (c) a mailing address
 - (d) a password
- 3.3. You warrant that any information you give to BMIC in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4. Once you have completed the registration process, you will be a registered user of the Website ('User') and agree to be bound by the Terms.
- 3.5. Some of the Services offered will require that you as a User go through a KYC process. The purpose of this process is for BMIC to identify you as a customer. This KYC process is currently provided by a third-party provider ('KYC Provider'). When the KYC process is initiated, the User may be sent to the KYC Provider's webpage, where the KYC process will be carried out.
- 3.6. Some of the Services offered will require that you as a User connect a crypto wallet to the Website.
- 3.7. BMIC may charge fees for its services per transaction or per usage. By completing a transaction, you agree to such fees.
 - 3.8. You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with BMIC; or
- (b) you are a person barred from receiving the Services under the laws of countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a User

- 4.1. As a User, you agree to comply with the following:
- (a) you will use the Services only for purposes that are permitted by:
- (i) the Terms; and
- (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services:
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify BMIC of any unauthorized use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of BMIC providing the Services;
- (e) you will not use the Services or the Website in connection with any commercial endeavors except those that are facilitated by the platform or specifically endorsed or approved by the management of BMIC;
- (f) you will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by BMIC for any illegal or unauthorized use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Services offered on the platform

5.1. BMIC offers a range of Services focused on quantum-resistant security and decentralized compute. The current Services will be listed on the Website. BMIC reserves the right to change or discontinue the Services offered at its own discretion.

- 5.2. BMIC Token Utilities. BMIC may refer Users to third-party exchanges where the BMIC token is available. BMIC does not hold Users' tokens and any such transactions are between the User and the applicable third-party (exchange).
- 5.3. BMIC Quantum-Resistant Wallet and PQC Services. Users may connect a non-custodial wallet or access BMIC's PQC-powered features. BMIC does not store private keys, seed phrases, or take custody of assets.
- 5.4. BMIC Developer and Cloud Services. BMIC may provide access to SDKs, APIs, and decentralized compute resources for building quantum-resilient applications. All third-party integrations are subject to the terms of those third parties.

6. Payment

- 6.1. BMIC may charge fees for certain Services (the 'Service Fee'). Any such fees will be disclosed at point of use. Fees may be used to cover infrastructure costs including, without limitation, network fees or cryptographic operations costs.
- 6.2. Payments may be processed by third-party payment providers (e.g., Stripe) or via supported cryptocurrencies, each under their respective terms.
- 6.3. You agree and acknowledge that BMIC can introduce and vary the Service Fee at any time.

7. Refund Policy

BMIC cannot refund blockchain transactions, which are final and irreversible by design. Any transactions conducted with third-party providers are between the User and that provider. BMIC will only provide you with a refund of a Service Fee if BMIC is unable to continue to provide the Services or if BMIC, at its absolute discretion, determines it is reasonable to do so under the circumstances (the 'Refund').

8. Copyright and Intellectual Property

- 8.1. The Website, the Services, and all related products of BMIC are subject to copyright. The material on the Website is protected by copyright under international treaties.
- 8.2. All trademarks, service marks and trade names are owned, registered and/or licensed by BMIC, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:
 - (a) use the Website pursuant to the Terms;

- (b) copy and store the Website and the material contained on the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.

BMIC does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by BMIC.

- 8.3. BMIC retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any intellectual property rights to you.
- 8.4. You may not, without the prior written permission of BMIC and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

9. Privacy

9.1. BMIC takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to BMIC's Privacy Policy, which is available on the Website.

10. General Disclaimer

- 10.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law (or any liability under them) which by law may not be limited or excluded.
 - 10.2. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) BMIC will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 10.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind.

- 10.4. By accessing or using the BMIC platform or other BMIC associated social media outlets, you expressly agree to abstain from and refrain from engaging in any activity that may pose a risk of hacking, fraudulent actions, unauthorized access, or scamming. You acknowledge and recognize that BMIC places utmost importance on the security of its platform and the privacy of its users.
- 10.5. Under no circumstances shall BMIC be held liable for any damages or losses incurred because of unauthorized access, hacking, tampering, or scamming activities, including but not limited to financial losses, data breaches, or reputational harm. BMIC will not under any circumstances be liable for any loss you incur as a result of being the victim of fraud, hacking or some other illegal activity targeted by third parties not associated with BMIC against you on the BMIC website, associated social media outlets or third party websites. By accepting these terms, you hereby indemnify BMIC from any claims, liabilities, damages, or costs arising from your violation of this clause or any unauthorized access or fraudulent activities committed by you or through your account.
- 10.6. BMIC reserves the right to terminate or suspend your access to the platform without prior notice if there are reasonable grounds to believe that you have engaged in hacking, scamming, or any other fraudulent activities.

11. Limitation of liability

- 11.1. BMIC's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 11.2. You expressly understand and agree that BMIC, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability.

12. Termination of Contract

- 12.1. The Terms will continue to apply until terminated by either you or by BMIC as set out below.
 - 12.2. If you want to terminate the Terms, you may do so by:
 - (a) providing BMIC with 1 days' notice of your intention to terminate; and
- (b) closing your accounts for all of the services which you use, where BMIC has made this option available to you.

- 12.3. BMIC may at any time, terminate the Terms with you if:
- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) BMIC is required to do so by law;
- (c) the provision of the Services to you by BMIC is, in the opinion of BMIC, no longer commercially viable.
- 12.4. Subject to local applicable laws, BMIC reserves the right to discontinue or cancel your account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts BMIC's name or reputation or violates the rights of those of another party.

13. Indemnity

- 13.1. You agree to indemnify BMIC, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content:
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

14. Dispute Resolution

- 14.1. Compulsory: If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- 14.2. Notice: A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- 14.3. Resolution: Within 14 days of the Notice the parties must endeavour in good faith to resolve the Dispute by negotiation, mediation or such other means upon which they may mutually agree; failing which, Parties are free to commence Court Proceedings in accordance with clause 16.

- 14.4. Confidential: All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and must be treated as "without prejudice" negotiations where permitted by law.
- 14.5. Termination of Mediation: If two weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

15. Venue and Jurisdiction

The Services offered by BMIC are intended to be viewed by residents in permitted jurisdictions. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of a competent jurisdiction as determined by BMIC based on its principal place of incorporation or operation.

16. Governing Law

- 16.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of a jurisdiction chosen at the discretion of the Company.
- 16.2. The parties irrevocably agree that the courts of the jurisdiction chosen under clause 16.1 shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

17. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable, and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

19. Hyperlinking

THIS SITE MAY PROVIDE LINKS TO OTHER SITES BY ALLOWING THE USER TO LEAVE THIS SITE TO ACCESS THIRD-PARTY MATERIAL OR BY BRINGING THE THIRD-PARTY MATERIAL INTO THIS SITE VIA "INVERSE" HYPERLINKS AND FRAMING TECHNOLOGY (A

"LINKED SITE"). BMIC DOES NOT CONTROL ANY LINKED SITE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION, DATA, OPINIONS, ADVICE, OR STATEMENTS MADE ON A LINKED SITE.

20. Linked Internet Sites

BMIC prohibits caching, unauthorized hypertext links to the Site, and the framing of any Content available through the Site. BMIC reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the content available on any other Internet sites linked to the Site.

PARTNERS LICENSE AGREEMENT

21. Definitions

- 21.1. Partner: A Partner is defined as a user that has purchased the right to promote, integrate, or provide BMIC Services (e.g., node operations, enterprise integrations, developer onboarding) and has been approved as such by the Company.
- 21.2. SaaS (Software as a Service): The Company offers access to a separate part of the Platform for selected Partners that wish to engage with, and be a part of, the Company's model. This is offered as a Service from the Company on a user license basis to grow participation in BMIC's quantum-resistant wallet, developer ecosystem, and decentralized compute network (the "Licensed Methods"). The Company grants the right to others to develop and operate as a BMIC Partner, under the Marks and pursuant to the Licensed Methods.
- 21.3. Fees and Rewards: Fees or rewards may be payable to Partners based on approved activities (e.g., onboarding enterprise clients, provisioning nodes, or enabling developer integrations) as defined on the Partner Platform and determined by Partner status.
- 21.4. Confidential Information: Information of a confidential nature, including trade secrets and information of commercial value, disclosed by either party to the other.
- 21.5. Partner Fee: The fee payable by the Partner to BMIC on registration of a Country, Region or Area.
- 21.6. Data Protection Legislation: Applicable laws relating to the processing of personal data and privacy, including GDPR where relevant.
 - 21.7. Term: Has the meaning given to it in clause 24.

- 21.8. BMIC: (i) the Company; and (ii) any subsidiary, subsidiary undertaking or holding company of the Company and any subsidiary or subsidiary undertaking of any such holding company for the time being.
- 21.9. Personal Data: Data relating to a living individual who can be identified from that data (or from that data and other information in a party's possession).
- 21.10. Introduction Amount: The value of tokens to be purchased by the Partner (if applicable) for rights to provide the Company services in their chosen Country, Region or Area.
- 21.11. Staking Program: The Company's staking program operated by Uncx.network (or any other staking program the company may choose from time to time).
- 21.12. Control: Means direct or indirect ownership of more than fifty percent (50%) of the voting power.

22. Rules of interpretation

22.1. Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement.

23. KYC for Partners

23. The Partner Agreement will require that you as a Partner go through a KYC process.

24. Commencement and duration

24.1. This agreement shall commence on the date that the Partner has registered with BMIC and fulfilled the staking requirements and discharged the Partner Fee.

25. Platform Access

- 25.1. The Company hereby authorizes the Partner on a non-exclusive basis to: (i) distribute product materials; (ii) advertise, market and promote the Services; (iii) provide Prospective Partners and Clients with access to the Company's website and information about the Services.
- 25.2. The Partner agrees to faithfully and diligently perform obligations, use the Marks and Licensed Methods in accordance with Company standards, and ensure compliance with local laws.

26. Proprietary Rights

- 26.1. BMIC grants a non-exclusive and non-transferable licence to use and display its trademarks solely for the purposes contemplated by this agreement.
- 26.2. BMIC grants to the Partner the right to use the Marks and Licensed Methods in connection with the establishment and operation as a BMIC Partner.
- 26.3. Partner duties include acting in good faith, making secure Partner Introductions, ensuring correct use of Marks, complying with laws, not competing without consent, and complying with BMIC instructions.
 - 26.4. The Partner shall have no authority to bind BMIC.
- 26.5. The Partner shall not, without BMIC's prior written consent, make or give any representations or warranties concerning the Services not contained in BMIC's materials.

27. Payment

- 27.1. The Partner may be entitled to fees based on approved BMIC-related activities (e.g., node operations, enterprise integrations, developer onboarding) as defined on the Partner Platform. BMIC will discharge approved amounts using a payment method agreed with the Partner.
- 27.2. The Partner is responsible for all taxes arising from payments under this agreement. Payments shall be made without deduction except where required by law, in which case the parties shall cooperate to minimise withholding where lawful.
- 27.3. Disputes as to amounts payable by BMIC to the Partner shall be referred to BMIC's CEO for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

28. Partner Fee

The Partner agrees to pay BMIC the Partner Fee, which is used to train and support the business and is non-refundable.

29. Staking

The number of tokens (if applicable) will be determined by the size. The Partner must purchase these tokens on the open market and lodge the tokens on the UNCX platform, where they must be locked for two years. If any part is withdrawn thereafter this agreement shall terminate immediately without notice.

30. Obligations of BMIC

- 30.1. BMIC must at all material times act in good faith towards the Partner.
- 30.2. BMIC shall provide the Partner with information reasonably required to carry out duties, including technical and marketing information about the Services.
- 30.3. BMIC shall inform the Partner immediately if BMIC alters, suspends or ceases to perform the Services.
- 30.4. BMIC shall not be responsible for any costs incurred by the Partner unless agreed in writing in advance.
 - 30.5. BMIC may provide the Partner with a company email address.

31. Data Protection

- 31.1. Each party agrees that it shall, in relation to Personal Data processed in connection with this agreement: (i) process in accordance with applicable data protection legislation; (ii) process only as necessary to perform obligations; (iii) restrict disclosure to authorised persons under written obligations; (iv) implement appropriate technical and organisational measures; (v) ensure compliance; (vi) act with due skill, care and diligence; (vii) assist the other party as required by law.
- 31.2. Each party shall indemnify the other against claims arising from unauthorised or unlawful processing, destruction of and/or damage to any Personal Data processed by that party, its employees or agents.

32. Confidentiality

- 32.1. Each party agrees to keep Confidential Information private and not disclose it without prior consent, subject to standard exceptions (public domain, lawful possession, legal requirement).
- 32.2. The Receiving Party may use Confidential Information to perform this agreement. BMIC may use Partner market information to develop its business; Partner may use BMIC Confidential Information solely to identify Prospective Clients and make Introductions during the term.
- 32.3. Limited disclosures may be made to Prospective Clients, authorities, group members, and personnel where necessary and subject to confidentiality obligations.
 - 32.4. All Confidential Information must be returned upon termination.

33. Limitation of Liability

- 33.1. Neither party excludes or limits liability for fraud, death or personal injury caused by negligence, or any matter for which it would be unlawful to exclude liability.
- 33.2. Subject to 34.1, BMIC shall not be liable for loss of profits, revenue, business or goodwill; loss or corruption of data; loss of anticipated savings; or any loss or liability under any other contract.
- 33.3. This does not prevent claims for direct financial loss or tangible property or physical damage that are not excluded above.

34. Training

BMIC may require Partners (or their designated managers) to attend and successfully complete training programmes and may provide ongoing seminars or development programmes.

35. Development Assistance

BMIC may provide pre-opening assistance (where applicable) and deployment support for Partner activities and locations, including technical onboarding materials.

36. Operations Manual

BMIC will provide access to manuals and materials (collectively the "Operations Manual"). The Partner agrees to use the Marks and Licensed Methods only as specified in the Operations Manual. BMIC may revise the Operations Manual from time to time.

37. Quality Control

The Partner agrees to operate strictly in compliance with this Agreement and BMIC's standards and specifications as updated from time to time.

38. Default and Termination

BMIC may terminate this Agreement effective upon notice for reasons including abandonment, insolvency, criminal conviction, failure to make payments, misuse of marks, unauthorised disclosure, repeated non-compliance, material breaches, and other specified causes.

- 1. Failure to Deliver: a Partner fails to achieve agreed KPIs for their territory (e.g., onboarding of approved nodes/enterprise clients/developers) within each twelve-month period from the commencement date.
- 2. An area partner fails to deliver and onboard the agreed number of technical integrations or nodes per month.
- 3. An area partner fails to train local teams or developers to integrate BMIC Services.
- 4. A Country Partner must achieve target adoption metrics (e.g., % of designated market using BMIC Services) within two years of the commencement date.
- 5. A Partner is deemed to have made no effort in onboarding or integration within one month of the commencement date.
- 6. A Partner failed to carry out the KYC process in accordance with clause 23.

39. Consequences of termination

- 39.1. Other than as set out in this clause, neither party shall have any further obligation to the other under this agreement after its termination.
- 39.2. The following clauses shall continue to apply after termination: clauses 22, 25–26, 29, 31–34 and 39–53.
- 39.3. Termination does not affect accrued rights, remedies, obligations, or liabilities existing at termination.

40. Restrictive Covenants

The Partner acknowledges the value of BMIC's Licensed Methods and agrees not to engage in a Competitive Business during the term. The Partner shall treat Licensed Methods as proprietary and confidential.

41. Insurance

The Partner shall procure and maintain appropriate insurance for their operations, and any legally required worker protections.

42. Modification

BMIC and/or the Partner may modify this Agreement only upon execution of a written agreement between the two parties. BMIC may modify its standards and specifications in the Operations Manual as necessary to protect, promote, or improve the Marks and quality of the Licensed Methods.

43. Independent status

The Partner is an independent licensee; nothing in this agreement creates a partnership or employment relationship.

44. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes any prior agreements concerning the subject matter.

45. Legal Fees

In the event of any dispute, the non-prevailing party will pay the prevailing party all reasonable costs and expenses, including attorneys' fees.

46. Injunctive Relief

Nothing herein shall prevent BMIC or the Partner from seeking injunctive relief to prevent irreparable harm.

47. Assignment

This agreement may be transferred and assigned by BMIC but is personal to the Partner who shall not assign without BMIC's prior written consent.

48. No waiver

No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy.

49. No Right to Set Off

The Partner shall not set off amounts owed to BMIC against monies owed to the Partner, nor withhold amounts due based on alleged nonperformance by BMIC.

50. Invalidity

If any provision of this Agreement is held invalid, it shall be deemed modified to eliminate the invalid element and, as so modified, form part of this Agreement. The remaining provisions shall not be affected.

51. Notice

Any notice shall be in writing and delivered personally, by pre-paid first-class post, recorded delivery, or commercial courier to:

- i. For the Company: BMIC, Attn: Chief Legal Officer.
- ii. For the Partner: According to the Registered address.

52. Governing law, Jurisdiction and Contract Formation

- 52.1. This agreement shall be governed by and construed in accordance with the laws of a jurisdiction chosen at the discretion of the Company.
- 52.2. The parties irrevocably agree that the courts of the jurisdiction chosen under clause 52.1 shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter.
- 52.3. This agreement shall be binding on both parties at the time of commencement.
- 52.4. Any controversy or claim arising out of or in connection with a Partner Agreement shall be settled by arbitration in a venue designated by the Company, in English, before a single arbitrator as described herein.

53. Payment methods

- 53.1. Payments are processed by Stripe or other payment processing methods provided by BMIC in accordance with their terms and conditions.
- 53.2. BMIC may invoice Partners or enterprise clients monthly according to agreed fees for Services rendered, where applicable.

54. Modification of Terms

54.1. BMIC may modify these Terms and Conditions by providing written notice to Participating Partners or by publishing updated Terms on the Website. Continued participation or use of the Services constitutes acceptance of the revised terms.

55. Limitation of Liability

Participating Partners and Users understand and agree that BMIC shall not be held liable for any direct, indirect, incidental, or consequential damages arising out of or related to BMIC's Services and programs, except for damages caused by BMIC's wilful misconduct or gross negligence.

56. Governing Law and Jurisdiction

- 56.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of a jurisdiction chosen at the discretion of the Company.
- 56.2. The parties irrevocably agree that the courts of the jurisdiction chosen under clause 56.1 shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

57. Terms and Conditions of promotional campaigns, contests, and giveaways

- 57.1. By entering or participating in the campaign, each participant agrees to the campaign Terms and the decisions of BMIC, which are final and binding in all respects.
- 57.2. By entering the campaign, the contestant agrees to comply with these Terms and represents and warrants that the contestant meets the eligibility requirements.
- 57.3. Only BMIC users that passed through required KYC measures are eligible to join this campaign.
- 57.4. Participants may be disqualified at the sole discretion of BMIC for attempts to circumvent the rules.
- 57.5. Employees, independent contractors, interns, officers, directors, and agents of BMIC and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their

immediate family members and/or those living in the same household of each are not eligible to participate.

- 57.6. This campaign is in no way associated with Twitter, Facebook, Instagram, or any social media platform.
- 57.7. An eligible participant is someone that has completed all the requirements listed in the social media posts.
- 57.8. Winners will be selected based on factors such as creativity, uniqueness, and authenticity of entries.
- 57.9. The prize is non-transferable. All prize-related expenses and taxes are the sole responsibility of the Winner. Acceptance of the prize constitutes permission for BMIC to use the Winner's name, likeness, and entry for promotional purposes unless prohibited by law.
- 57.10. By entering this campaign the participant represents and warrants that their entry is an original work of authorship and does not violate third-party rights. The participant agrees to defend and indemnify BMIC from claims arising out of infringement or suspected infringement.
- 57.11. BMIC reserves the right to disqualify any participants immediately for improper behaviour.
- 57.12. BMIC reserves the right to cancel or amend these Terms and Conditions at sole discretion.
- 57.13. BMIC reserves the right to repost or use image/video entries shared for the purpose of this campaign.
- 57.14. Acceptance of Rules: By participating in the campaign, the participant has affirmatively reviewed, accepted, and agreed to all the Terms and Conditions.