

## PRIVACY POLICY

This Privacy Policy describes the policies and procedures of Dyzrupt LTD (“Dyzrupt,” “we,” “our,” or “us”) pertaining to the collection, use, and disclosure of your information on [www.dyzrupt.ltd](http://www.dyzrupt.ltd) and related mobile applications and products we offer.

### SUMMARY

Your privacy is important to us. Dyzrupt follows a number of core principles: Unless required by law, we don’t ask you for personally identifiable information (defined below). However, your contact information, such as your phone number, social media handle, or email address may be collected when you communicate with us or if you report a bug or other error related to our products. We don’t share your information with third parties except to deliver you our products and services, comply with the law, make our products better, protect our rights, or execute a business transfer.

YOU ACCEPT THIS POLICY by using our wallet, including downloading one of our mobile applications, visiting our website, and agreeing to the use, disclosure, and items outlined in this Privacy Policy.

### PERSONAL INFORMATION WE COLLECT FROM USERS?

The information we collect falls into two categories: (i) personally identifiable information (i.e., data that could potentially identify you as an individual) (“Personal Information”), and (ii) non-personally identifiable information (i.e., information that cannot be used to identify who you are) (“Non-Personal Information”). This Privacy Policy covers both categories and states how we might collect and use each type. We do our best not to collect any Personal Information from wallet users. However we do collect PUBLIC wallet addresses that you generate through our wallet. We may also collect some Personal Information from you when you communicate with us, including your contact information, such as your phone number, social media handle, or email address. Similar to online services, we also collect a variety of Non-Personal Information, including: Information you create through Dyzrupt’s website or mobile applications, including public wallet addresses. Various analytics data, such as: (i) the IP address of the computer you use to access Dyzrupt’s products and services; (ii) the type of browser software you are using; (iii) the operating system you are using; (iv) the date and time you access or use our services; (v) the website address, if any, that linked you to Dyzrupt, if any, and that you leave our website and travel to; and (vii) other non-personally identifiable traffic data.

### HOW WE COLLECT INFORMATION

When You Contact Us. We may collect certain information if you choose to contact us, if you use our products and services or if you report a bug or other error with our wallet or [www.dyzrupt.ltd](http://www.dyzrupt.ltd). This may include contact information such as your name, email address, phone number, and public wallet address. We, or companies that provide services on our behalf, may also collect certain Non-Personal Information from you, such as your locally hosted public wallet (a “Wallet”) addresses.

## Information We Automatically Collect

Users who visit our website or use our application may have their device's IP address logged for the purpose of generating anonymous statistics or troubleshooting the performance of our web servers. Your IP address will not be used to track or identify you, but may be used to determine your geographic location in order to determine which of our services you are presented with and global usage of our products and services. Users of our website or mobile applications will receive an anonymous unique device id ("UDID") for the purpose of identifying the device to our servers. This UDID will not be tied to us and will be used for debugging purposes and to differentiate devices when users access our Services using multiple devices.

## Third Party Services

Certain features of some of our products and services may rely on third-party products and services (collectively "Third Party Services"), such as the Waves Platform, Ethereum network, Google Analytics, and others. These services may collect certain Personal Information, such as your public Wallet addresses. The Dyzrupt Decentralised App (Dyzrupt DApp) is based on the Waves application. Also, [www.dyzrupt.ltd](http://www.dyzrupt.ltd) and Dyzrupt DApp use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google uses cookies to help us analyze how users use our website and DApp. The information generated by the cookie about your use of our website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may choose to accept the cookies by selecting the appropriate settings on your browser if you do this you may not be able to use the full functionality of our website. By using our website, you consent to the processing of data about you by Google in the manner and for the purposes set out above. Please note that your use of these Third Party Services is governed by their respective Terms of Service and Privacy Policies. We use and disclose any collected information in accordance with our own Privacy Policy.

## HOW WE USE THE INFORMATION WE GATHER

We primarily use the limited information we collect to enhance our products and services. Except if we sell all or a portion of our business, or as otherwise described below, we do not rent, trade, or sell your Personal Information. Some ways we may use your Personal Information are to: Contact you when necessary; Respond to your comments, questions, or issues related to bugs or errors with our products and services; Provide you with additional information; Send you information and marketing materials about services and products available through our DApp and other platforms, using push notifications or other means; Train our team members; or Other internal business purposes.

## Aggregated Personal Data and Non-Personal Information

We may share or disclose aggregated Personal Data or Non-Personal Information with service providers or with other persons we conduct business with, including but not limited to potential third-parties for the purpose of highlighting Dyzrupt LTD's performance. These service providers and other persons may also share with us aggregated Non-Personal Information that they have independently developed or acquired. Additionally, we may combine aggregate information from the pixel tags, web beacons, and cookies with similar data we collect from other visitors to help us improve our products and services. When doing so, we do our best to ensure that any such information we collect cannot be linked back to you.

## Agents or Third Party Partners

We may provide your Personal Information to our employees, contractors, agents, service providers, and designees ("Agents") to enable them to perform certain services for us exclusively, including: Improvement of website-related services and features; and Perform maintenance services. Business Transfers we may choose to buy or sell assets. For these transactions, customer information is typically one of the business assets that would be transferred. Also, if we (or our assets) are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, your Personal Information could be one of the assets transferred to or acquired by a third party. By accepting this Privacy Policy, as outlined above, you consent to any such transfer.

## Protection of Dyzrupt LTD and Others

We reserve the right to access, read, preserve, and disclose any information that we reasonably believe is necessary to: comply with the law or a court order; cooperate with law enforcement; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of Dyzrupt LTD, our employees, our users, or others.

## WHAT PERSONAL INFORMATION CAN YOU ACCESS OR CHANGE?

You can request access to the information we have collected from you. You can do this by contacting us at [info@dyzrupt.ltd](mailto:info@dyzrupt.ltd). To comply with your request, we may ask you to verify your identity. We will fulfil your request by sending your copy electronically. For any subsequent access request, we may charge you with an administrative fee. If you believe that the information we have collected is incorrect, you are welcome to contact us so that we may update it and keep. Any data that are no longer needed for purposes specified in the "How We Use the Information We Gather" section may be deleted after ninety (90) days. Wallet addresses created through our applications cannot be deleted from Blockchain. We, therefore, are unable to delete this personal information.

## DATA RETENTION

If you delete your Wallet or addresses from our mobile application, uninstall the DApp/wallet mobile applications from your device, or request that your information

be deleted, we still may retain some information that you have provided to us to maintain our applications or to comply with relevant laws.

## DATA SECURITY

We are committed to keeping your information safe and have selected third-party vendors which use the Waves Platform to help keep your Personal Information safe. Unfortunately, we do not control these third parties and therefore cannot guarantee complete security. We employ several physical and electronic safeguards to keep your information safe, including user passwords and other means. Even with all these precautions, we cannot fully guarantee against the access, disclosure, alteration, or deletion of data through events, including but not limited to hardware or software failure or unauthorized use. Any information that you provide to us is done so entirely at your own risk.

## CHILDREN

Our Services are not targeted towards children, and we will not knowingly collect information from children under the age of 13. If you are a parent or legal guardian of a minor child, we will treat any information that you provide us while using our services on behalf of your minor child as Personal Information as otherwise provided in this Privacy Policy. If you have questions concerning our information practices with respect to children, or if you learn that a child under the age of 13 has used our DApp, created a user account, or provided us with personal information, please email us at [info@dzyrupt.ltd](mailto:info@dzyrupt.ltd)

## ONLINE TRACKING AND OUR RESPONSE TO “DO NOT TRACK” SIGNALS

Online tracking is the collection of data about an individual’s Internet activity used to deliver targeted advertisements and for other purposes. Some web browsers (including Safari, Internet Explorer, Firefox, and Chrome) incorporate a “Do Not Track” (DNT) or similar feature that signals to websites that a visitor does not want to have his/her online activity or behavior tracked. If an online service elects to respond to a particular DNT signal, the service may refrain from collecting certain personal information about the browser’s user. Not all browsers offer a DNT option and there is currently no industry consensus as to what constitutes a DNT signal. As such, many website operators, including our internet and mobile applications, do not take action to respond to DNT signals.

## CHANGES AND UPDATES TO PRIVACY POLICY

We reserve the right to update and revise this privacy policy at any time. We occasionally review this Privacy Policy to improve it, make sure it complies with applicable laws, or ensure that it conforms to changes in our business. If we do revise this Privacy Policy, we will update the “Effective Date” at the bottom of this page. Please review this Privacy Policy regularly to ensure that you are aware of its terms. Any use of our products and services after an amendment to our Privacy Policy constitutes your acceptance to the revised or amended agreement.

## INTERNATIONAL USERS AND VISITORS

If you are a user accessing or using our products and services from a region with laws or regulations governing personal data collection, use, and disclosure that differ from those contained in this document, please be advised that we do not collect or process your personal data, except as provided for in our Privacy Policy.

## QUESTIONS

Please contact us at [www.dyzrupt.ltd](http://www.dyzrupt.ltd) for any questions you may have.

## TERMS OF SERVICE

Updated: September 30, 2020

Dyzrupt LTD (“Dyzrupt,” “we,” “our,” or “us”) is excited about offering you their products and services. Dyzrupt provides its services through Dyzrupt DApp, its website located at [www.dyzrupt.ltd](http://www.dyzrupt.ltd), and related mobile applications and products. Before using our products and services, please review the Terms of Service (the “Terms” or the “Agreement”) carefully, along with any other policies or notices on our website or mobile applications, and our Privacy Policy. Together, these materials contain terms, rules, and guidelines related to your use of Dyzrupt’s products and services.

## HOW YOU ACCEPT THIS POLICY

By creating or importing a locally hosted wallet (a “Wallet”), or visiting our website, you acknowledge that you have read, understood, and agreed to these Terms, as well as the accompanying [Privacy Policy](/privacy-policy). We reserve the right to change these Terms at any time. Any such changes with respect to your use of our products and services will take effect immediately when posted on our website or on our mobile application. Your continued use of our online products and services will then signify your acceptance to be bound by the modified Terms. Please check the effective date above to determine if there have been any changes since you last reviewed these Terms. If you do not agree to this Agreement or any modifications to this Agreement, you should not use our products and services. Failure or delay by us in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any rights.

## ELIGIBILITY

To be eligible to use Dyzrupt’s products and services, you must be at least eighteen (18) years old and be able to form legally binding contracts. If you are using our Services on behalf of a legal entity, you further represent and warrant that: (a) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (b) you are duly authorized by such legal entity to act on its behalf. You can only use our Services if permitted under the laws of your

jurisdiction. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you. By using our products and services, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. We may, however, still refuse to let certain people access or use our products and services, and we reserve the right to change our eligibility criteria at any time and without prior notice.

## THE BLOCKCHAIN SERVICES

Dyzrupt DApp (a) generates Wallet addresses, SEEDS, and other information that you may use to send and receive specific coins and related cryptographically secured tokens (the “Virtual Currency”) and (b) allows users to conduct specific voting activities, amongst other uses. The private password and SEED are connected to the Wallet address and, together, they can be used to authorize the transfer of Virtual Currency to and from that Wallet address. You are solely responsible for maintaining the security of your password and any mnemonic (backup) phrase associated with your Wallet. You must keep your Wallet address, password, and SEED information secure. Failure to do so may result in the loss of control of Virtual Currency associated with the Wallet. Dyzrupt LTD Cannot Assist With Password Retrieval. Dyzrupt LTD stores your Wallet address, but does not receive or store your Wallet password, encrypted private key, unencrypted private key, or mnemonic (backup) phrase associated with your Wallet. We cannot, therefore, assist you with Wallet password retrieval. We cannot generate a new password for your Wallet if you fail to remember your original password. If you have not safely stored a backup of any Wallet address and private key pairs maintained in your Wallet, you accept and acknowledge that any Virtual Currency you have associated with such a Wallet address will become inaccessible if you do not have your Wallet password.

### Virtual Currency Transactions.

In order to be completed, all proposed Virtual Currency transactions must be confirmed and recorded in the Virtual Currency’s associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the Waves Platform and blockchain and, therefore, cannot and do not ensure that any transaction details that you submit via our products and services will be confirmed and processed. By using our services, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by blockchain. Dyzrupt DApp does not store or transmit Virtual Currency. We do not store, send, or receive Virtual Currency. Any transfer that occurs in any Virtual Currency occurs on the Waves-based blockchains and not on a network owned by us. We thus do not guarantee that our wallet can affect the transfer of title or right in any Virtual Currency.

### Accuracy of Information You Provide.

You represent and warrant that any information you provide via our platforms is accurate and complete. You accept and acknowledge that we are not responsible for

any errors or omissions that you make in connection with any Virtual Currency transaction initiated via our platforms.

## WALLET REGISTRATION AND ACCOUNT INFORMATION

You must either import or create a Wallet in order to use Dyzrupt DApp. When you create a Wallet, you will be prompted to create a password and you will be assigned a SEED. You must copy and save the phrase securely with your password. You will be responsible for maintaining the confidentiality of this private information, and you will be fully responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your password, account, or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this paragraph. When you create a Wallet, you are strongly advised to take precautions in order to avoid loss of access to and/or control over your Wallet. Suggested measures include, but are not limited to, the following: (a) creating a strong password that you do not use for any other website or online service; (b) backing up key information on a external drive that you will store securely; (c) immediately notifying us if you notice or suspect that your account security has been breached, (d) and other industry acceptable means. You must never provide anybody, not even anybody claiming to be a Dyzrupt LTD employee or affiliate, your password, SEED phrase, or any other account information.

### Push Notifications.

You may agree to receive push notifications from Dyzrupt DApp that will alert you when specific blockchains are congested and when transactions involving your Wallet have been completed. Push notifications can be enabled to display information about Token Launches. If you would like to receive push notifications, you must opt in to the service by accessing “Settings” and enabling “Push Notifications”.

### Payment and Fees.

Dyzrupt LTD charges specific fees for specific products and services as needed and shall be specified at the time of your access for such products and services.

### Transactions.

Once transaction details have been submitted via our online services, we cannot assist you to cancel or otherwise modify your transaction. Dyzrupt LTD has no control over any blockchain platform and does not have the ability to facilitate any cancellation or modification requests. You must ensure that you have an adequate balance in your Wallet and/or gas to complete transactions before initiating a transaction. You acknowledge and agree that we will not be liable for any failed transactions due to insufficient funds or gas associated with your Wallet account.

### Taxes.

It is your responsibility to determine what, if any, taxes apply to the transactions that you have submitted transaction details for via our products and services, and it is

your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any Virtual Currency-related transactions.

## THIRD PARTY SERVICES AND CONTENT

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement or promotion of such third party products or services by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third Party Service. You may agree to receive push notifications from Third Party Content providers. In order to receive push notifications, you must opt in to the service. Push notifications will not be automatically enabled on your device for Third Party Content. We do not control, endorse, or adopt any Third Party Content shared through push notifications, and will have no responsibility for Third Party Content including, but not limited to, token availability and/or sales. If, to the extent permitted by Dyzrupt, you grant express permission to a third party to access or connect to your Wallet account, either through the third party's product or service or through Wallet, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Wallet account.

## INTELLECTUAL PROPERTY

Dyzrupt DApp and website were developed by Dyzrupt LTD. You can find public information regarding the current software at <https://github.com/DYZRUPTLTD/DyzSmart>, and such information may thus be accessed, used, shared, or modified. Our DApp and web page, however, contain copyrighted material and trademarks including, but not limited to, graphics and certain text (the "Content"), which are protected by copyright law, registered and unregistered trademarks, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content. Your use of our products and services does not grant you any right, title, or interest in the Content. You thus agree that you will not copy, transmit, distribute, sell, license, create derivative works from, or, in any other way, exploit any of the Content, in whole or in part.

## YOUR USE OF OUR PRODUCTS AND SERVICES

We grant you a limited, personal, non-commercial, non-exclusive, non-transferable, and revocable license to use our products and services. With the use, we ask that you follow some basic rules, such as not breaking the law or carrying out any act that would be deemed inappropriate. You agree that you will not violate any laws when using our Services. This includes any local, provincial, state, federal, national, or international laws that may apply to you. You agree that you will not use our products and services to pay for, support, or otherwise engage in any illegal activities including, but not limited to, illegal gambling, fraud, money laundering, or terrorist activities. If we discover that you have violated this Agreement or other regulatory requirements including, but not limited to, the Bank Secrecy Act, by participating in

money laundering or by financing terrorist activities, we will take proportional disciplinary action. You further agree not to encourage or induce any third party to engage in any of the activities prohibited under this Section.

#### Don't Interfere With Other's Use of the Services.

You agree that you will not use or attempt to use another user's Wallet without authorization or use our Services in any manner that could interfere, disrupt, negatively affect, or inhibit other users from fully enjoying it.

#### Don't Try to Harm Our System.

You agree not to distribute any virus or other harmful computer code through our online products and services. You also agree to not take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure. Don't Attempt to Circumvent Our Security. You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures that we may use to prevent or restrict access to the products and services including, without limitation, other accounts, computer systems, or networks connected to the products and services. Any use of our products and services other than as specifically authorized in this Agreement, is strictly prohibited and will terminate your license to use products and services.

#### LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

You understand and agree that we have no control over, and no duty to take any action regarding: failures, disruptions, errors, or delays in processing Virtual Currency that you may experience while using the products and services; the risk of failure of hardware, software, and Internet connections; the risk of malicious software being introduced or found in the software underlying products and services; the risk that third parties may obtain unauthorized access to information stored within your Wallet, including, but not limited to your Wallet address, private key, and mnemonic (backup) phrase; and the risk of unknown vulnerabilities in or unanticipated changes to the Blockchain networks. You release us from all liability related to any losses, damages, or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Virtual Currency addresses; (b) server failure or data loss; (c) unauthorized access to the Dyzrupt DApp and applications; (d) bugs or other errors in the software; and (e) any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against products and services. We make no representations concerning any Third Party Content contained in or accessed through our products and services. Any other terms, conditions, warranties, or representations associated with such content, are solely between you and such organizations and/or individuals.

#### Limitation of Liability

To the fullest extent permitted by applicable law, in no event will we or any of our officers, directors, representatives, agents, servants, counsel, employees,

consultants, lawyers, and other personnel authorized to act, acting, or purporting to act on our behalf be liable to you under contract, tort, strict liability, negligence, or any other legal or equitable theory, for: (a) any lost profits, data loss, cost of procurement of substitute goods or services, or direct, indirect, incidental, special, punitive, compensatory, or consequential damages of any kind whatsoever resulting from: (i) your use of, or conduct in connection with, our services; (ii) any unauthorized use of your wallet address and/or password and private key due to your failure to maintain the confidentiality of your DApp or wallet; (iii) any interruption or cessation of transmission to or from the services; or (iv) any bugs, viruses, trojan horses, or the like that are found in the DApp software or that may be transmitted to or through our products and services by any third party (regardless of the source of origination), or (b) any direct damages. The limitations apply regardless of legal theory, whether based on tort, strict liability, breach of contract, breach of warranty, or any other legal theory, and whether or not we were advised of the possibility of such damages.

#### Warranty Disclaimer

Dapp is provided "as is" and without warranty of any kind whatsoever. To the maximum extent permitted by law, we disclaim all representations and warranties, express or implied, relating to the products and services and underlying software or any content on the products and services, whether provided or owned by us or by any third party, including without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, freedom from computer virus, and any implied warranties arising from course of dealing, course of performance, or usage in trade, all of which are expressly disclaimed. We also do not represent or warrant that the content accessible via the services is accurate, complete, available, current, free of viruses or other harmful components, or that the results of using the services will meet your requirements.

#### INDEMNITY

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless DApp's platform parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (a) your use of and access to our products and services; (b) any feedback or submissions you provide to us concerning DApp; (c) your violation of any term of this Agreement; or (d) your violation of any law, rule, or regulation, or the rights of any third party.

#### TIME LIMITATION ON CLAIMS

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arises, otherwise, your claim is permanently barred.

## GOVERNING LAW

No matter where you're located, the laws of Seychelles will govern these Terms and the parties' relationship as if you signed these Terms in Seychelles, without regard to laws of the state of your residence.

## NOTE TO INTERNATIONAL USERS

If you are a user accessing or using our products and services from a region with laws or regulations governing personal data collection, use, and disclosure that differ from those contained in this document, please be advised that we do not collect or process your personal data, except as provided for in our Privacy Policy.

## TERMINATION

In the event of termination concerning your license to use our products and services, your obligations under this Agreement will still continue. Your access to the funds in your Wallet after termination will depend on your access to your backup of your Wallet address and private key.

## DISCONTINUANCE OF SERVICES

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our products and Services. You are solely responsible for storing outside of the products and services a backup of any Wallet address, seed, or and private key pair that you maintain in your Wallet. Maintaining an external backup of any Wallet address and private key pairs associated with your Wallet will allow you to access the Waves Network or any other Blockchain platform we might use upon which your Wallet is secured. Such a backup will allow the user to fully restore their Wallet at any time without cost or loss of the user's Virtual Currency. If you do not maintain a backup of your Wallet data outside of the Services, you will be not be able to access the Virtual Currency associated with your Wallet. Dyzrupt LTD shall not be held responsible or liable for any loss of Virtual Currency in the event that we discontinue or depreciate the Services.

## NO WAIVER

Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

## SEVERABILITY

If it turns out that any part of this Agreement is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term will not affect any other terms. **ARBITRATION & WAIVER OF CLASS ACTION** The parties agree to arbitrate any dispute arising from this Agreement or your use of the Services on an individual basis. **ARBITRATION PREVENTS YOU FROM SUING IN COURT OR**

FROM HAVING A JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY. The parties agree that: (a) any arbitration will occur in Seychelles; and (b) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of Seychelles for arbitration of consumer-related disputes, in the English language, and with limited discovery. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND DYZRUP LTD WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION OR PROCEEDING.

#### FORCE MAJEURE

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

#### ASSIGNMENT

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

#### ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

#### QUESTIONS OR COMMENTS

Please send us a message on our contact page at [info@dyzrupt.ltd](mailto:info@dyzrupt.ltd) or via our other published communications channels.