Terms of Use

Last Updated: April 29, 2026

IMPORTANT - PLEASE READ CAREFULLY BEFORE USING THE INTERFACE

BY ACCESSING, USING, OR CONNECTING A DIGITAL WALLET TO THE INTERFACE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORISED TO ACCESS OR USE THE INTERFACE AND MUST EXIT IMMEDIATELY.

THESE TERMS CONTAIN (A) A BINDING ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING; (B) BROAD DISCLAIMERS OF WARRANTIES AND LIABILITY; (C) AN INDEMNITY IN FAVOUR OF THE FOUNDATION; AND (D) A STRICT PROHIBITION ON ACCESS BY US PERSONS AND PERSONS IN OTHER RESTRICTED JURISDICTIONS.

1. Definitions

"Affiliate" means in relation to a person, any other person that directly or indirectly controls, is controlled by, or is under common control with, that person.

"Applicable Law" means all laws, statutes, regulations, rules, official guidance, sanctions, judicial orders and regulatory requirements applicable to the relevant person, activity or matter.

"Digital Assets" means cryptoassets, virtual assets, digital tokens, stablecoins, tokenised assets and other cryptographically secured or blockchain-based assets, rights or units of value of any kind.

"Foundation" (and "we," "us," and "our") means Perena Foundation, a Panamanian private-interest foundation (*fundacion de interes privado*) under Law 25 of 12 June 1995, Foundation ID 25058713, with registered office at Oceania Business Plaza, 21st Floor, Tower 1000, Isaac Hanono Missri Street, Punta Pacifica, Panama City, Republic of Panama.

"Interface" means the website at perena.org, all subdomains of perena.org, and any other websites, applications, dashboards, or user interfaces published by the Foundation from time to time.

"Perena Parties" means the Foundation, its Affiliates, the members of its Foundation Council, its officers, employees, consultants, agents, service providers, delegates, and their respective successors and assigns.

"Perena Protocol" means the set of on-chain, non-custodial, deterministic smart contracts deployed on public blockchains that users may interact with through the Interface. The Perena Protocol is not operated, owned, or controlled by the Foundation.

"Prohibited Jurisdiction" means the United States of America (including its territories, commonwealths, possessions, and the District of Columbia), the United Kingdom, the Cayman Islands, Iran, North Korea, Syria, Cuba, Russia, Belarus, the Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine, the People's Republic of China (excluding Hong Kong SAR), and any other jurisdiction listed from time to time on the Interface or otherwise designated by the Foundation as a Prohibited Jurisdiction.

"Sanctions Lists" means any list of specially designated nationals, blocked persons, sanctioned persons, or similar lists maintained by OFAC, the U.S. Department of State, the European Union, the United Kingdom (including OFSI), the United Nations Security Council, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, and any other competent sanctions authority.

"Services" means the Interface and any other software, tools, information, documentation, or technical content made available by the Foundation in connection with the Interface or the Perena Protocol, but excludes the Perena Protocol itself and excludes any Digital Asset.

"USD*" means the Digital Asset issued by Norbert Private Limited, a BVI business company unrelated to the Foundation for the purpose of any USD* transaction, on the terms of the separate subscription, note or issuance documentation published by Norbert.

"US Person" has the meaning given to that term in Regulation S under the U.S. Securities Act of 1933 and, without limitation, includes any natural person resident in the United States, any partnership or corporation organised or incorporated under the laws of the United States, and any estate or trust of which any executor, administrator or trustee is a US Person.

"User," "you" and "your" means the individual or entity accessing or using the Services.

2. Binding agreement; changes to the Terms

2.1

These Terms, together with the Privacy Notice, the Risks Disclosure, the Regulatory Notice, and the Click-through acknowledgements you have provided (each as published on the Interface and incorporated by reference), constitute a binding legal agreement between you and the Foundation.

2.2

The Foundation may amend these Terms at any time by posting an updated version on the Interface. Your continued use of the Services following any such amendment constitutes your acceptance of the amended Terms. If you do not agree to any amendment, you must immediately cease all use of the Services. The Foundation is under no obligation to notify you of amendments.

2.3

These Terms take effect from your first access to the Services and continue until terminated in accordance with clause 17.

3. Nature of the Services

3.1 Technical services only

The Services are purely technical and informational. They consist of a user interface and related tools permitting Users to submit transactions to, and view the state of, the Perena Protocol and other public blockchain infrastructure. The Foundation does not operate, control, own, maintain, upgrade, or have custody over the Perena Protocol, any smart contract, any blockchain network, any validator, any oracle, any bridge, any exchange, any wallet, or any Digital Asset of any User.

3.2 No investment management; no regulated activity

The Foundation does not, and does not hold itself out as, performing investment management, portfolio management, discretionary management, advisory management, broking, dealing, market-making, exchange operation, alternative-trading-system operation, custody, safeguarding, money transmission, money-services business, issuance of any Digital Asset, promotion or marketing of any Digital Asset, or any other regulated or licensable financial service, in any jurisdiction. Where investment management activity occurs within the broader Perena ecosystem, it is performed by a separate Panamanian entity (Journal 1 Corp.) that manages assets belonging to a separate BVI entity (Norbert Private Limited) under a bilateral investment management agreement between those two entities. The Foundation is not a party to that agreement and does not perform, control, or supervise any of the activity under it.

3.3 USD* is not issued by the Foundation

USD* is issued by Norbert Private Limited on Norbert's own terms and under documentation between Norbert and each USD* holder. The Foundation is not the issuer, is not a counterparty to any USD* transaction, does not hold reserves for USD*, does not mint or redeem USD*, and receives no proceeds from USD* issuance or redemption.

3.4 No fiduciary duty

These Terms do not create or impose any fiduciary, advisory, or quasi-fiduciary duty on the Foundation or any other Perena Party. To the fullest extent permitted by Applicable Law, any such duty that might otherwise arise at law or in equity is irrevocably disclaimed, waived and eliminated. The only duties the Foundation owes you are those expressly set out in these Terms.

3.5 Non-custodial

The Perena Protocol is non-custodial. You retain exclusive control over your Digital Assets, private keys, wallet credentials, and transactions. The Foundation does not take possession, custody, or control of any User's Digital Assets at any time and has no ability to recover, freeze, reverse, refund, or otherwise interfere with any User's Digital Assets or transactions once broadcast.

3.6 Smart contracts are deterministic

The Perena Protocol executes deterministically on the basis of its deployed code. The Foundation cannot prevent, reverse, refund, or modify any transaction once broadcast to a blockchain network, and does not warrant that any transaction will execute as you anticipate.

3.7 No order-matching or intermediation

The Foundation does not match buyers with sellers, does not intermediate trades, does not hold user funds, does not exercise discretion over any User's assets, does not provide investment advice or recommendations, and does not solicit or accept orders. Any transaction is between you and the Perena Protocol (or the relevant third party). The Interface is one of several possible means of interacting with the Perena Protocol.

3.8 The Foundation is non-commercial and is not in the economic flow

The Foundation is a Panamanian private-interest foundation that publishes the Interface in furtherance of its purposes under its Regulation, being the promotion of open-source blockchain technology and decentralised financial infrastructure. The Foundation does not charge Users for access to the Services, does not receive fees from Users, and does not receive management fees, performance fees, transaction fees, or any other revenue tied to User activity or to the value, volume, or performance of any Digital Asset. The Foundation is not a counterparty to any USD* transaction, does not hold any USD* reserve asset, does not lend or borrow, and does not participate in any portion of the economic flow within the Perena ecosystem (which is described in the Regulatory Notice). The Foundation's costs of publishing and maintaining the Interface are met from its own patrimony and from contributions made to it by its Founder and by other persons in furtherance of the Foundation's purposes. All such resources are applied exclusively to the Foundation's purposes.

3.9 No guarantees

The Foundation does not warrant or guarantee that the Services or the Perena Protocol will be available, uninterrupted, error-free, secure, or free from loss. Your use of the Services and the Perena Protocol is entirely at your own risk.

4. Eligibility; Prohibited Jurisdictions; US Persons; flow-back

4.1 Eligibility

To access or use the Services, you must:

- be at least 18 years old or the age of majority in your jurisdiction, whichever is higher;
- have full legal capacity to enter into these Terms;
- not be a US Person;
- not be a resident of, a citizen of, located in, incorporated in, or accessing the Services from, a Prohibited Jurisdiction;
- not be listed on any Sanctions List, and not be owned or controlled by, or acting on behalf of, any person listed on any Sanctions List;
- not be the subject of any economic or trade sanctions administered or enforced by any competent sanctions authority;
- not be using a wallet address that has been flagged by the Foundation's sanctions, AML or compliance screening provider for sanctions, illicit-finance, or similar concerns; and
- comply with all Applicable Law in connection with your use of the Services, including AML, counter-terrorist-financing, sanctions, securities, commodities, tax, and consumer-protection laws.

4.2 US Persons blocked

The Services are not offered to, and may not be accessed or used by, US Persons. If you are a US Person, you are not authorised to access the Services and must exit the Interface immediately. By accessing the Services you represent that you are not a US Person and that you are not acting on behalf of, or at the direction of, any US Person.

4.3 No US resale or flow-back

You must not, directly or indirectly, offer, sell, pledge, deliver, transfer, or dispose of, or solicit any offer to buy, any USD* or other Digital Asset acquired through the Services to or for the account or benefit of any US Person. You must not engage in any hedging transaction in relation to USD* with a US Person. Any such transaction is a material breach of these Terms and may constitute a violation of US securities, sanctions, and other laws, for which you will be solely responsible.

4.4 No circumvention

You must not use a virtual private network, proxy, relay, privacy network, misrepresentation of your location or nationality, third-party wallet, intermediary, or any other technical or commercial means to circumvent the restrictions in this clause 4. Any such circumvention is a material breach of these Terms.

4.5 Ongoing representation

Your representations and warranties in this clause 4 are deemed made on each occasion on which you access or use the Services. If any such representation ceases to be true, you must cease all use of the Services immediately.

4.6 Technical blocking

The Foundation may, but is not obliged to, implement geo-blocking, wallet screening, sanctions screening, or other technical measures to restrict access. The absence, failure, or circumvention of any such measure does not authorise any person to access the Services and does not create any waiver of this clause 4.

4.7 Reservation

The Foundation reserves the right to impose, at any time, additional eligibility conditions, holder caps, user limits, or access restrictions, including limits on the total number of persons who may hold or acquire USD* through the Interface, where the Foundation considers such measures necessary or desirable for the purposes of Applicable Law (including the U.S. Investment Company Act 1940, the U.S. Securities Act 1933, the U.S. Investment Advisers Act 1940, the U.S. Bank Secrecy Act, any applicable sanctions regime, or any applicable BVI, Cayman, Panamanian, or other law).

5. Your responsibilities

5.1 Wallet security

You are solely responsible for safeguarding your wallet, private keys, seed phrases, passwords, and any other credentials. The Foundation will never ask you for your seed phrase or private keys. Any loss, theft, compromise, misuse, or misdirection of your wallet or credentials is entirely your responsibility, and the Foundation has no liability in connection with it.

5.2 Transactions

You are solely responsible for the accuracy and consequences of every transaction you submit, including the destination address, amount, Digital Asset, network, gas or transaction fee, slippage tolerance, and any other parameter. Blockchain transactions are generally irreversible.

5.3 Tax

You are solely responsible for determining and paying any taxes, duties, levies, or similar charges arising from your use of the Services or the Perena Protocol. The Foundation does not withhold, collect, report, or pay taxes on your behalf.

5.4 Own decisions

You are solely responsible for the merits, risks, legality, suitability, and commercial appropriateness of any interaction with the Perena Protocol or with USD*, including based on your own evaluation and, where appropriate, consultation with your own legal, tax, accounting, regulatory, and financial advisers. You acknowledge that any information displayed through the Services is informational only and does not constitute advice, a recommendation, an endorsement, a solicitation, or an offer.

5.5 Compliance

You are solely responsible for ensuring that your use of the Services complies with Applicable Law in every jurisdiction to which you are subject.

6. Prohibited uses

You must not, directly or indirectly:

6.1

use the Services in any Prohibited Jurisdiction, or if you are a US Person, or if you are listed on any Sanctions List, or if you are engaged in any activity that would violate any sanctions regime;

6.2

use the Services in connection with any unlawful activity, including money laundering, terrorist financing, fraud, market manipulation, insider trading, sanctions evasion, tax evasion, corruption, bribery, theft, embezzlement, or any activity involving the proceeds of the foregoing;

6.3

offer, sell, resell, transfer, distribute, or deliver any USD* or other Digital Asset acquired through the Services to or for the account of any US Person, or facilitate any such transaction, or engage in any hedging in relation to any such Digital Asset with a US Person;

6.4

use the Services to offer, issue, deal in, arrange, or transact in securities, commodity futures, margined or leveraged commodity products, binary options, prediction-market instruments, or any other regulated financial product, except and only to the extent expressly permitted by Applicable Law and by these Terms;

6.5

engage in wash trading, spoofing, layering, quote-stuffing, front-running, tailgating, pump-and-dump, insider dealing, or any other form of market manipulation or market abuse;

6.6

attempt to exploit, hack, probe, scan, reverse-engineer, decompile, disassemble, decode, derive the source code of, or compromise the security or integrity of the Services, the Perena Protocol, or any related infrastructure, or introduce any malicious code;

6.7

use any automated means (bot, scraper, crawler, data-mining tool) to access, monitor, copy, or extract data from the Services, other than for ordinary indexing by well-known public search engines;

6.8

transmit any data or content that infringes any third party's intellectual property rights, privacy rights, publicity rights, moral rights, or other proprietary rights;

6.9

impersonate any person or entity, misrepresent your affiliation with any person or entity, or provide false, inaccurate, outdated, or misleading information to the Services;

6.10

overload, flood, spam, crash, or otherwise disrupt the Services or any server, network, or infrastructure underlying the Services;

6.11
reproduce, duplicate, copy, sell, resell, sublicense, distribute, lease, time-share, or exploit the Services or any portion of them in any service-bureau arrangement or otherwise for the benefit of any third party;

6.12
permit, enable, encourage, or procure any third party to do any of the foregoing.

Any breach of this clause 6 is a material breach of these Terms and entitles the Foundation to terminate your access to the Services immediately and without notice.

7. Intellectual property

7.1
As between you and the Foundation, the Foundation (or its licensors) owns all right, title, and interest in and to the Services, the Interface, the Perena trademarks, logos, branding, design elements, documentation, code, and content, and all related intellectual property rights.

7.2
The Foundation grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Services for your personal, non-commercial use, solely in accordance with these Terms.

7.3
Nothing in these Terms transfers any ownership interest in any intellectual property. All rights not expressly granted are reserved.

7.4
To the extent you submit feedback, suggestions, or comments to the Foundation, you grant the Foundation an irrevocable, worldwide, royalty-free, sublicensable licence to use, reproduce, modify, distribute, and exploit such feedback in furtherance of the Foundation's purposes.

8. Third-party services and content

8.1
The Services may reference, link to, or enable interaction with third-party services, smart contracts, protocols (including the Perena Protocol itself, which is not operated by the Foundation), wallets, exchanges, bridges, oracles, stablecoins (including USD*, which is issued by Norbert Private Limited), and blockchain networks that are not owned, operated, or controlled by the Foundation ("Third-Party Services").

8.2
The Foundation makes no representation or warranty about any Third-Party Service. Your interaction with any Third-Party Service is solely at your own risk, governed by that third party's own terms, and entirely outside the Foundation's responsibility.

9. Risks

9.1
You acknowledge that using the Services and the Perena Protocol involves significant risk, including without limitation the risks described in the Risks Disclosure published on the Interface (which is incorporated by reference).

9.2
You represent that you have the financial sophistication, expertise, and risk tolerance to understand and assume these risks, that you have read and understood the Risks Disclosure, and that you voluntarily accept all such risks.

10. Disclaimer of warranties

10.1

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, THE INTERFACE, AND ANY RELATED INFORMATION OR CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS. THE PERENA PARTIES DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, ACCURACY, COMPLETENESS, CURRENCY, ERROR-FREE OR UNINTERRUPTED OPERATION, SECURITY, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10.2

WITHOUT LIMITATION, NO PERENA PARTY WARRANTS OR REPRESENTS THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY DEFECTS WILL BE CORRECTED; (D) ANY INFORMATION IS ACCURATE, COMPLETE, OR CURRENT; (E) ANY DIGITAL ASSET (INCLUDING USD*), STABLECOIN, TOKEN, PROTOCOL, POOL, COUNTERPARTY, ISSUER, EXCHANGE, CUSTODIAN, BRIDGE, ORACLE, OR BLOCKCHAIN NETWORK WILL PERFORM AS EXPECTED, MAINTAIN ANY PEG, PRESERVE VALUE, REMAIN SOLVENT, REMAIN AVAILABLE, OR REMAIN FREE FROM ATTACK, EXPLOIT, OR FAILURE; OR (F) ANY YIELD, RETURN, LIQUIDITY, OR OUTCOME WILL BE ACHIEVED.

10.3

WHERE APPLICABLE LAW DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THOSE WARRANTIES ARE LIMITED TO THE MINIMUM SCOPE AND SHORTEST DURATION PERMITTED BY APPLICABLE LAW.

11. Limitation of liability

11.1

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY PERENA PARTY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFIT, REVENUE, OPPORTUNITY, GOODWILL, USE, DATA, DIMINUTION IN VALUE, BUSINESS INTERRUPTION, TRADING LOSS, TOKEN LOSS, STABLECOIN DEPEG LOSS, PROTOCOL LOSS, CUSTODY LOSS, EXCHANGE LOSS, BRIDGE LOSS, ORACLE LOSS, EXPLOIT LOSS, MARKET LOSS, CYBER INCIDENT, ENFORCEMENT ACTION, FINE, PENALTY, OR SIMILAR LOSS OR LIABILITY, IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THE PERENA PROTOCOL, ANY THIRD-PARTY SERVICE (INCLUDING USD* AND NORBERT), YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHERWISE.

11.2

WITHOUT LIMITING CLAUSE 11.1, AND SUBJECT TO CLAUSE 11.4, THE TOTAL AGGREGATE LIABILITY OF THE PERENA PARTIES TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) US$100 AND (B) ANY FEES ACTUALLY PAID BY YOU TO THE FOUNDATION IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. YOU ACKNOWLEDGE THAT THIS CAP REFLECTS THE FACT THAT THE FOUNDATION PROVIDES THE SERVICES WITHOUT CHARGE AND NON-COMMERCIALLY, IN FURTHERANCE OF ITS PURPOSES AS A PANAMANIAN PRIVATE-INTEREST FOUNDATION, AND WITHOUT RECEIVING ANY FEE FROM YOU.

11.3

ANY CLAIM YOU MAY HAVE AGAINST ANY PERENA PARTY MUST BE COMMENCED WITHIN 12 MONTHS AFTER YOU FIRST BECAME AWARE, OR OUGHT REASONABLY TO HAVE BECOME AWARE, OF THE FACTS GIVING RISE TO THE CLAIM, FAILING WHICH IT IS IRREVOCABLY TIME-BARRED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11.4

NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED, INCLUDING LIABILITY FOR FRAUD.

11.5

YOU ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITATIONS IN CLAUSES 10 AND 11 ARE A MATERIAL BASIS OF THE FOUNDATION'S WILLINGNESS TO MAKE THE SERVICES AVAILABLE AND REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK GIVEN THE NON-CUSTODIAL, INFORMATION-ONLY, AND NON-COMMERCIAL NATURE OF THE SERVICES.

12. Indemnity

12.1

You agree, at your own expense, to indemnify, defend, and hold harmless each Perena Party, on demand and on an after-tax basis, from and against any and all claims, demands, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable legal fees and expenses) suffered or incurred by or asserted against any Perena Party arising out of or in connection with:

- bullet your use of the Services, the Perena Protocol, or USD*;
- bullet your violation of these Terms or any Applicable Law;
- bullet your infringement or alleged infringement of any third party's rights;
- bullet any information or content you submit, transmit, or make available through the Services;
- bullet any act or omission of any person you permit or enable to access the Services, including through your wallet;
- bullet any dispute between you and any third party (including any other User, Norbert, or any counterparty);
- bullet any inaccuracy in any representation or warranty you have made in these Terms or in any Click-through acknowledgement (including your representations as to not being a US Person, your location, your non-inclusion on any Sanctions List, and your commitment to the no-flow-back obligations in clause 4.3).

12.2

The Foundation may, at its option and at your cost, assume the exclusive defence and control of any matter subject to indemnification. You must not settle any matter without the Foundation's prior written consent.

13. Privacy

Your use of the Services is subject to the Privacy Notice. You acknowledge that blockchain transactions are public, immutable, and outside the Foundation's control; the Foundation cannot delete, modify, or redact any on-chain data.

14. Dispute resolution; arbitration; class-action waiver

14.1 Informal resolution

Before commencing any arbitration, you must give the Foundation a written notice of the dispute at legal@perena.org, describing the nature and basis of the claim and the specific relief sought. The parties shall attempt to resolve the dispute informally for at least 60 days after delivery of the notice.

14.2 Binding arbitration

Subject to clause 14.5, any dispute, controversy, or claim arising out of or in connection with these Terms, the Services, the Interface, or the Perena Protocol, including any question regarding their existence, validity, or termination, shall be referred to and finally resolved by binding arbitration administered by the Cayman Islands Association of Arbitrators and Mediators ("CIAAM") in accordance with the CIAAM International Arbitration Rules in force at the time the arbitration is commenced. The seat of arbitration shall be George Town, Cayman Islands. The tribunal shall consist of one arbitrator. The language of arbitration shall be English. The arbitral award shall be final and binding.

14.3 Costs

Each party shall bear its own costs of arbitration, including attorneys' fees, unless the arbitrator determines otherwise. The parties shall share equally the arbitrator's fees and administrative costs.

14.4 Class-action waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE FOUNDATION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

14.5 Injunctive relief

Notwithstanding clause 14.2, the Foundation may seek interim or injunctive relief in any court of competent jurisdiction to protect its intellectual property, enforce clauses 4, 6, or 7, or restrain any breach of Applicable Law.

14.6 Severability of this clause

If clause 14.4 is found unenforceable in any proceeding, that proceeding shall be severed and litigated in court, and the remainder of this clause 14 shall continue to apply to the other claims in arbitration.

15. Governing law

These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the Cayman Islands, without regard to conflict of laws principles.

16. General

16.1 Entire agreement

These Terms, the Privacy Notice, the Risks Disclosure, the Regulatory Notice, and your Click-through acknowledgements constitute the entire agreement between you and the Foundation in respect of the subject matter. You have not relied on any representation, warranty, or statement not expressly set out in these documents.

16.2 No waiver

No failure or delay by the Foundation in exercising any right or remedy operates as a waiver.

16.3 Severability

If any provision is held unenforceable, that provision shall be severed or modified to the minimum extent necessary, and the remainder shall continue in full force.

16.4 Assignment

You may not assign or transfer these Terms without the Foundation's prior written consent. The Foundation may assign to any Affiliate or to any successor to its business, or to any entity to which the Foundation's publishing function is transferred in furtherance of its purposes, without your consent.

16.5 Third-party rights

Each Perena Party (other than the Foundation itself) may enforce clauses 10, 11, 12, and 14 as if it were a party.

16.6 Force majeure

The Foundation shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including internet outages, blockchain network failures, hacks, exploits, government action, sanctions, natural disasters, pandemics, war, terrorism, or acts of God.

16.7 Headings and language

Headings are for convenience only. The Terms are drafted in English. Any translation is for convenience, and the English version prevails.

17. Termination

17.1

The Foundation may, in its sole discretion and without notice, suspend, restrict, or terminate your access to the Services at any time and for any reason, including if the Foundation reasonably suspects that you have breached these Terms, violated Applicable Law, are a US Person, are in a Prohibited Jurisdiction, are listed on any Sanctions List, or have engaged in flow-back or other activity that could expose any Perena Party to legal, regulatory, reputational, or operational risk.

17.2

You may terminate your relationship with the Foundation at any time by ceasing to use the Services.

17.3

Clauses 3, 4.3, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, and 17 survive any termination.

18. Contact

For questions about these Terms, contact legal [x] perena.org.