Terms of Service

Last Updated: April 4, 2026

Please read these Terms of Service (the "Terms") carefully because they govern your use of the website located at https://www.benqi.fi (the "Site"). The Site is an open-source software portal made available by Decentralised Research Technologies Inc. (the "Company"). For purposes of these Terms, references to the Company also include its officers, directors, employees, contractors, agents, affiliates, service providers, delegates, and contributors, in each case to the extent acting in connection with the development, maintenance, operation, security, support, or improvement of the Services or the Protocol. References to the "Company" in these Terms include, where applicable, the Decentralized Technology Foundation, the sole shareholder of Decentralised Research Technologies Inc. The Site provides access to BENQI Finance, a suite of decentralized finance protocols built on Avalanche. The Protocols are maintained by ecosystem participants and other third parties. To make these Terms easier to read, the Site and our services are collectively called the "Services."

NOTICE ON PROHIBITED USE – RESTRICTED PERSONS: THE SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A "RESTRICTED PERSON").

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE SERVICES.

WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY "DISPUTE RESOLUTION" BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN "DISPUTE RESOLUTION" WILL NOT APPLY TO YOU BUT THE PROVISIONS OF GOVERNING LAW WILL APPLY INSTEAD.

Agreement to Terms.

By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms then you must not use the Services or access the Site. Notwithstanding the foregoing, the laws of some jurisdictions may limit or not permit certain provisions of this agreement, such as indemnification, the exclusion of certain warranties or the limitation of liability. In such a case, such provisions will apply only to the maximum extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these terms will prejudice such rights that you may have as a consumer of the

Services under such applicable law. By using the Services and the Protocol, you acknowledge and accept that the Services and the Protocol involve material technical, operational, protocol-specific, and market risks, including the risks described in these Terms and in the risk disclosures made available through the Site, and that such risks may result in losses, delays, or inability to access, transfer, redeem, unstake, or withdraw assets.

Privacy Policy.

Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.

Changes to these Terms or the Services.

We may update the Terms from time to time at our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site and/or may also send other communications. It's important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services?

The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. The Services are not authorized for use in certain other jurisdictions, such as Belarus, Burundi, Crimea, Sevastopol, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe or any other country or region to which the United States embargoes goods or imposes similar sanctions ("Restricted Jurisdictions"), (ii) a member of any sanctions list or equivalent maintained by the United States government ("Restricted Persons") or (iii) you intend to transact with any Restricted Jurisdictions or Restricted Persons (see 'Notice on Prohibited Use' above). You may not attempt to access or use the Services if you are not permitted to do so. In order to protect the integrity of the Services, we reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers.

Sanctions.

By using the Protocol or Services, you further represent and warrant that you are not (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control), the United Kingdom, the European Union or any other governmental authority (Sanctions) or (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

About the Services.

No Professional Advice. All information provided by the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Services. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

No Fiduciary Duties.

This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

Protocol-Specific Risks

Your use of the Services and any underlying BENQI protocol, including BENQI's lending markets and liquid staking protocol, involves significant risks. Such risks include, without limitation, smart contract risk, validator risk, liquidity risk, redemption and withdrawal delays, exchange rate deviations, market risk, operational risk, cybersecurity risk, and risks associated with protocol functions, including as described in the documentation and other risk disclosures made available through the Site.

Without limiting the generality of the foregoing, BENQI smart contracts and related systems may be subject to certain upgrade, maintenance, parameter adjustment, and emergency response functions implemented through multisig and other applicable operational frameworks. Protocol parameters, including interest rate models, collateral factors, asset listings, and liquid staking-related functions, may be modified in accordance with the applicable protocol processes. If a sufficient number of relevant signers, operators, nodes, or other authorized participants are compromised, act improperly, or fail to perform as intended, an unauthorized actor or operational failure could adversely affect protocol operations, including through parameter changes, approval of harmful or inappropriate assets or transactions, interference with protective measures, loss, delay, misdirection, or unavailability of staked assets, or other adverse outcomes, and could result in losses.

Certain protocol contracts may be upgradeable. Where upgrade functionality exists, revised contract logic, features, or operational behaviour may be implemented through the applicable protocol process. Any such upgrade may alter protocol behaviour, affect user positions, deposits, staking, withdrawals, or other interactions with the protocol, and may introduce new or different risks, including risks not present prior to the relevant upgrade.

The protocol may also include functions designed to respond to exploits, technical failures, market disruptions, liquidity events, or other adverse circumstances, including by pausing markets, pausing staking or redemptions, restricting certain operations, or adjusting parameters on an accelerated basis. Although intended as protective measures, the exercise, misuse, compromise, erroneous triggering, or failure of such functions may adversely affect protocol operations, asset availability, user positions, staking, redemptions, withdrawals, or other user outcomes, and may result in losses.

BENQI relies on price oracles to determine asset values, collateral ratios, and liquidation thresholds. Oracles may malfunction, return stale data, or be manipulated by attackers. An oracle failure could result in incorrect liquidations, under-collateralised positions being under-reported, or the creation of bad debt within the protocol. BENQI uses oracle infrastructure(s) to reduce this risk, but no oracle system eliminates this risk entirely.

In conditions of extreme market volatility or insufficient liquidator activity, the protocol may accrue bad debt — positions where the value of collateral falls below the value of outstanding borrows before liquidation can occur. In such cases, losses may be socialised across the lending pool, meaning depositors could recover less than their deposited amount. There is no insurance or guarantee of recovery.

When borrowing demand is high, lending market utilisation may approach or reach 100%. At full utilisation, depositors may be temporarily unable to withdraw their assets until repayments reduce utilisation. BENQI's interest rate model is designed to incentivise repayments under high utilisation, but withdrawal delays cannot be ruled out.

In connection with liquid staking and related operations, BENQI may rely on off-chain or cross-chain operational infrastructure, including Multi-Party Computation or similar signing, bridging, or transaction approval systems. If the required approval threshold for any such system is compromised, bypassed, or otherwise defeated, whether through software vulnerabilities, infrastructure failures, unauthorized access, physical compromise, or other causes, staked assets or related transactions could be adversely affected, including through loss, delay, misdirection, or temporary inability to process staking, unstaking, redemption, or transfer activity. Likewise, outages, failures, or degradation affecting a sufficient number of required participants, nodes, operators, or service providers may result in temporary suspension, delay, or failure of such operations.

Security audits, monitoring, reviews, or other protective measures assess certain technical risks only and do not eliminate all risks associated with the Services or Protocol, including risks arising from signer compromise, validator conduct, operator misconduct, operational failures, cybersecurity incidents, third-party dependencies, or the exercise, misuse, compromise, or failure of protocol functions.

BENQI integrates with or lists assets from third-party protocols and platforms. Failures, exploits, or changes in third-party protocols may adversely affect the BENQI protocol, its markets, and user positions.

By using the Services, you acknowledge and accept that your assets may interact with smart contracts and related systems that are subject to the foregoing risks, including risks associated with protocol functions, upgrades, emergency measures, validators, off-chain infrastructure, and operational processes. You further acknowledge and accept that such risks may arise independently of, and in addition to, risks associated with smart contract vulnerabilities, liquidations, or market conditions, and may result in losses, including partial or total loss of assets, diminished asset value, delays, or inability to access, transfer, redeem, unstake, or withdraw assets.

Release.

The Company is not a party to any transaction or other interaction occurring on the Protocol. If you have a dispute with any user of the Site, you agree to address such dispute directly with such user. If permitted in your jurisdiction, you release the Company (and the Company's officers, directors, agents, investors, subsidiaries, and employees) (collectively "Releases") from, and covenant not to sue Releases for any and all claims, demands, or damages (actual or consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

To the maximum extent permitted by applicable law, neither the Company, nor any of its respective officers, directors, employees, contractors, agents, affiliates, successors, assigns or contributors shall be liable for any direct, indirect, incidental, special, consequential, or exemplary losses or damages of any kind arising out of or relating to your use of the Services or the Protocol, including but not limited to losses resulting from smart contract vulnerabilities, multisig or signer compromise, oracle failure, bad debt, liquidations, upgrade events, emergency interventions, validator conduct, off-chain infrastructure failure, third-party protocol failures, regulatory action, or any other risk described in these Terms. You assume full responsibility for all risks associated with your use of the Services.

Regulatory and Compliance Suspensions or Terminations.

We may suspend or terminate your access to the Services at any time as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third party service provider. Such suspension or termination shall not be constituted a breach of these Terms by the Company.

Posting Content.

Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as "User Content". The Company does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

Permissions to Your User Content.

By making any User Content available through the Services you hereby grant to the Company a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services.

Your Responsibility for User Content.

You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by the Company on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Removal of User Content.

You can remove your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

The Company's Intellectual Property.

We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

Feedback.

We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it (and permit others to use it) without any restriction or compensation to you.

General Prohibitions and the Company's Enforcement Rights.

You agree not to do any of the following:

Post, upload, publish, submit or transmit any user content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

Use, display, mirror or frame the Services or any individual element within the Services, the Company's name, any the Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Company's express written consent;

Access, tamper with, or use non-public areas of the Services, the Company's computer systems, or the technical delivery systems of the Company's providers;

Attempt to probe, scan or test the vulnerability of any the Company system or network or breach any security or authentication measures;

Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third party (including another user) to protect the Services;

Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Company or other generally available third-party web browsers;

Use any meta tags or other hidden text or metadata utilizing a the Company trademark, logo URL or product name without the Company's express written consent;

Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

Impersonate or misrepresent your affiliation with any person or entity;

Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.

Violate any applicable law or regulation; or Encourage or enable any other individual to do any of the foregoing.

The Company is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Links to Third Party Websites or Resources.

The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.

Termination.

We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation, or cancellation of the Services or your account, the following sections will survive: Protocol-Specific Risks, Release, Warranty Disclaimers, Indemnity, Limitation of Liability, Governing Law and Forum Choice, and Dispute Resolution.

Warranty Disclaimers.

THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE SERVICES.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as AVAX, Bitcoin (BTC), Ether (ETH) and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

Indemnity.

You will indemnify and hold the Company and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms.

Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT

LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO THE COMPANY FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS ($100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

Governing Law and Forum Choice.

These Terms and any action related thereto will be governed by the Panama Arbitration Law and the laws of Panama, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and the Company are not required to arbitrate will be the courts located in Panama, and you and the Company each waive any objection to jurisdiction and venue in such courts.

Dispute Resolution.

Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and the Company agree that the Panama Arbitration Law governs the interpretation and enforcement of these Terms, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

Exceptions. As limited exceptions to Dispute Resolution above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect, except as modified by these Terms. The JAMS Rules are available at https://www.jamsadr.com/.

A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at https://www.jamsadr.com/.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location, but will be conducted remotely to the extent permitted by the JAMS Rules. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Injunctive and Declaratory Relief. Except as provided in the above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

Class Action Waiver.

YOU AND THE COMPANY 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 OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

Severability. With the exception of any of the provisions in "Class Action Waiver", if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

General Terms.

Reservation of Rights. The Company and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between the Company and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices.

Any notices or other communications provided by the Company under these Terms will be given by posting to the Services.

Waiver of Rights.

The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information.

If you have any questions about these Terms or the Services, please contact the Company info@benqi.fi