

# MINOMONSTERS INC

## TERMS AND CONDITIONS

MinoMonsters, Inc (“**MinoMonsters**”, “**MinoMonsters**,” “**Dimensionals**”, “**Mino Games**”, “**we**,” “**our**,” or “**us**”) is a developer of video games. This document explains the terms and conditions (“**Terms**” or “**Terms and Conditions**”) by which you (“**User**”, “**Users**”, “**you**”) may access or utilize features, functionalities, and additional services of this website (collectively, the “**Service**”). By using or accessing our Service, whether or not you are a registered user of our Service, you acknowledge that you have read, understood, and agree to be bound by the terms of the Service (“**Agreement**”), and to the collection and use of your information as set forth in our Privacy Policy posted on this website (“**Privacy Policy**”). By accessing the Service, you are agreeing to be bound by all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

**IMPORTANT: Please read this Agreement carefully. This Agreement contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.**

### 1. Disclaimer

The Service is provided on an ‘as is’ basis. MinoMonsters makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. MinoMonsters does not warrant or make any representations concerning the quality or reliability of the Service.

### 2. Our Service

#### 2.1 Terms

This is a contract between you and MinoMonsters. You must read and agree to this Agreement before using our Service. If you do not agree to this Agreement, you may not use our Service. You may use our Service only if you can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state, and national laws and regulations. Any use or access to our Service by anyone under the age of 13 is strictly prohibited and in violation of this Agreement. Our Service is not available to any Users we previously removed from our Service for any reason. If you have been previously removed from our Service, any attempts to access our Service without our written approval shall be considered as unauthorized access and MinoMonsters reserves the rights to pursue legal actions against you.

#### 2.2 Access and Usage

Subject to your compliance with the terms and conditions of this Agreement, you may access and use our Service solely for entertainment purposes. We reserve all rights not expressly granted by this Agreement and we may terminate your access to our Service at any time for any reason or no reason.

#### 2.3 Representations

You represent and warrant that you are not located in a country that is subject to an embargo by the

United States, or that has been designated by the United States as a “terrorist supporting” country. You represent that you are not designated by the United States as a prohibited or restricted party.

### **2.3 Access Restrictions**

You will not use our Service for any purpose other than as expressly set forth in Section 2.2 above. You will not disassemble, reverse engineer, decode, or decompile any part of our Service. You will not copy, rent, lease, sell, transfer, assign, sublicense, modify, alter, or create derivative works of any part of our Service or any of our Intellectual Property. You will not use our Service in any manner or for any purpose that violates any applicable law, regulation, legal requirement or obligation, contractual obligation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or in any manner that otherwise may be harmful (as determined in our sole discretion) to us, our providers, our suppliers, or Users. You will not use our Service in competition with us, to develop competing products or services, or otherwise to our detriment or commercial disadvantage. You will not identify or refer to us or our Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of our Service under this Agreement, without our express written consent.

### **2.4 User Accounts**

Your account used to access our Service (“**Account**”) gives you access to the services and functionality that we may establish and maintain at our sole discretion. MinoMonsters will maintain different types of Accounts for different categories of Users. By connecting to our Service with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. You acknowledge that you do not own the Account you use to access our Service. Notwithstanding anything in this Agreement to the contrary, you agree that MinoMonsters has the absolute right to manage, regulate, control, modify and/or eliminate any data stored by us or on our behalf on our servers and in the servers of our third-party hosting providers’ as we see fit in our sole discretion, in any general or specific case, and that we will have no liability to you based on our exercise of such right. All data on our servers are subject to deletion, alteration or transfer. Notwithstanding any value attributed to such data by you or any third party, you understand and agree that any data, Account history and Account content residing on our servers, may be deleted, altered, moved or transferred at any time for any reason in our discretion, with or without notice and with no liability of any kind. We do not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on our servers.

### **2.5 Personal Data**

As part of our Service, we will collect data, content and information that you provide to us or that is collected by us or via the Service (“**Personal Data**”). You hereby grant to us, and represent and warrant that you have all rights necessary to grant to us, a perpetual, irrevocable, non-exclusive, sublicenseable, transferable and royalty-free right and license to collect, use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and to modify and make derivative works of any and all Personal Data in order to provide and maintain our Service for you and to improve our products and services and for our other business purposes (and any and all such derived data is deemed part of our Intellectual Property). We take no responsibility and assume no liability for any of your Personal Data. You shall be solely responsible and indemnify us for your Personal Data.

### **2.6 Changes to our Service**

We may, without prior notice, change our Service; stop providing our Service or features of our Service, to you or to Users generally; or create usage limits for our Service. We may permanently or temporarily

terminate or suspend your access to our Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

## **2.7 Limits of Liability**

You expressly understand and agree that the MinoMonsters will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including damages for loss of goodwill, use, or data or other intangible losses (even if MinoMonsters was advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability, or otherwise, resulting from: (a) Use or the inability to use the Service; (b) Cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Service; (c) Unauthorized access to or alteration of your transmissions or data; (d) Statements or conduct of any third party on the Service; or (e) Any other matter relating to the Service. MinoMonsters' total liability to you for all damages, losses, or causes of action shall not exceed the amount you have paid MinoMonsters for the Service. If you are dissatisfied with any portion of the Service, your sole and exclusive remedy is to discontinue use of the Service.

## **3. Our Intellectual Property**

You acknowledge and agree that our Service and all materials and content displayed or made available on our Service, and all software, art, and technology underlying our Service, and all intellectual property rights therein and thereto throughout the world (collectively and individually, our "**Intellectual Property**"), are our (or our licensors' when applicable) sole and exclusive property. Except as explicitly provided herein, nothing in this Agreement will be deemed to create a license in or under any intellectual property rights, and you agree not to access, sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of our Intellectual Property. Use of our Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited.

## **4. Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

### **4.1 Governing Law**

This Agreement shall be governed by the laws of the State of California. You agree to submit to the personal jurisdiction of the federal and state courts located in California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

### **4.2 Arbitration**

Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from us. For any dispute with MinoMonsters, you agree to first contact us at [legal@minogames.com](mailto:legal@minogames.com) and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute we have with you after ninety (90) days, we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by an alternative dispute resolution ("**Arbitrator**") firm. The arbitration will be conducted in the United States, unless you and we

agree otherwise. Each party will be responsible for paying any Arbitrator filing, administrative and arbitrator fees and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

### **4.3 Class Action and Jury Trial Waivers**

With respect to all persons and entities, regardless of whether they have obtained or used our Service for personal, commercial, or other purposes, all Claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the Arbitrator may not consolidate more than one person's Claims. You agree that, by entering into this Agreement, you and MinoMonsters are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

## **5. Whitelist Contest Terms**

### **5.1 General Terms**

**No purchase necessary. A purchase will not increase your chances of selection.** Whitelist contests (the "**Contest**" or "**Contests**") are subject to all applicable United States Federal, State, and Local laws and regulations and are void where prohibited by law. Participation in any of the Contests constitutes full and unconditional agreement with and acceptance of the terms, as defined below. By participating in the Contests, you agree to MinoMonsters' Terms and Conditions.

### **5.2 Contest Description**

MinoMonsters periodically offers Contests as announced on the official social media accounts and on the company websites. Individual entrants ("**Entrants**") to the Contests will compete for whitelist spots ("**Whitelist**") in an upcoming free digital products ("**NFT**" or "**Non Fungible Token**") mint issued by MinoMonsters.

### **5.3 Contest Period**

Each Contest shall be offered for a discrete period of time ("**Contest Period**"). Each Contest Period will have a separate prize pool and selection of winners. MinoMonsters' reserves in its sole discretion the right to extend a Contest Period for whatever reason without notification.

### **5.4 Contest Entry**

Entrants can enter a Contest by following the instructions disclosed on the official social media accounts and on the company websites. Once Entrants have followed those instructions, Entrants will receive one (1) entry (an "**Entry**") into the applicable Contest. There is a strict limit of one (1) Entry per Entrant per Contest Period. Any Entry that, in our sole determination, violates the terms and conditions set forth in

this Agreement shall be disqualified and the Entrant submitting the Entry may be disqualified from any further participation in the Contests. MinoMonsters reserves the right, in its sole discretion, to require proof of eligibility for the following reasons: (1) Verify an Entrant's eligibility to participate in each Contest; (2) Verify the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of each Contest; and/or (3) Any other reason MinoMonsters deems necessary, in its sole discretion, for the purposes of administering Contests in accordance with the Terms. Failure to provide such proof to the satisfaction of MinoMonsters within five (5) days may result in disqualification of the Entrant in the sole discretion of MinoMonsters. MinoMonsters shall not be liable for any problems that occur during the entry process, including, without limitation, late, incomplete, delayed, undelivered, or misdirected entries, and shall not have any obligation to advise an Entrant of an incomplete, invalid, or undeliverable submission.

### **5.5 Prize Selection**

MinoMonsters will randomly select potential prize winners ("**Winner**" or "**Winners**") when the Contest Period ends, unless an alternative method of winner selection is specified on the official social media accounts and on the company websites, in which case Winners shall be chosen pursuant to such alternative method of winner selection. Winners shall be chosen within a reasonable period after the Contest Period. Each Winner will be contacted by MinoMonsters via social media or via any contact methods submitted by the Winners during the Entry. If a Winner does not claim their Prize within forty-eight (48) hours of the first point of contact (or attempt) by MinoMonsters, they shall be considered to have forfeited their respective Prize and will be disqualified and another Entrant may, in MinoMonsters' sole discretion, be selected from the remaining eligible Entries. MinoMonsters will not be responsible for failed attempts to contact any Winners. Determinations by MinoMonsters shall be final and binding.

### **5.6 Prizes**

The number of Winners that may be selected during each Contest, and the prize that each Winner shall receive ("**Prize**" or "**Prizes**") shall be announced on the official social media accounts and on the company websites. **One Prize per Contest per Winner.** Odds of winning depend on the number of eligible Entries received during the applicable Contest Period. All incidental costs and expenses associated with a Prize that are not specifically referred to herein, including, without limitation, transportation, incidental and personal expenses, and other items of a personal nature, are not included and are the sole responsibility of Winners. Winners must follow all directions from MinoMonsters with respect to the Prize or any aspect thereof. Each Prize must be accepted as awarded, without substitution, and is not transferable, refundable, for resale or convertible to cash. MinoMonsters reserves the right, in the event that the Prize, or any component of the Prize, cannot be awarded as described for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

Upon contact via social media or via any contact methods submitted by the Winners during the Entry, Winners will be required to respond to the message with certain contact information, as requested by MinoMonsters. This includes and is not limited to full name, age, contact telephone number, and address. To be declared a Winner, an Entrant may also be required to sign and return Prize acceptance documents, including and not limited to liability release, publicity release (except where prohibited by law) ("**Release Form**"), confirming compliance with the Terms, acceptance of the Prize "as-awarded" with applicable restrictions, conditions and obligations, without substitution, granting rights in the Entry, and releasing MinoMonsters from any liability in connection with the Prize or the Contest before being granted their Prize. A Winner must return all required documents within five (5) days following notification. If a Winner does not meet all of the above Contest requirements, that Winner shall forfeit their Prize and MinoMonsters shall be entitled to, in its sole discretion, select another Entrant from the

remaining eligible Entries. MinoMonsters is not responsible, whether as a result of human error or otherwise, for any failure to contact any Winner.

### **5.7 Taxes**

Winners are solely responsible for all Federal, State, and Local taxes and other fees associated with their receipt and use of a Prize. MinoMonsters shall withhold and report any taxes as required by the laws of the United States. Winners must provide accurate address and social security details to MinoMonsters to allow MinoMonsters to comply with tax regulations and share with appropriate tax authorities. MinoMonsters is responsible only for prize delivery and expressly disclaims responsibility for prize utility, quality, or otherwise. MinoMonsters does not provide tax advice, nor should any statements in this agreement be construed as tax advice.

### **5.8 Indemnity and Liability**

Entrants, their representatives, heirs, next of kin or assignees (“**Representatives**”) agree to fully indemnify MinoMonsters from any and all claims relating to the Contests, without limitation and to the fullest extent permitted by law. Entrants and Representatives hereby release and hold MinoMonsters harmless from any and all liability, to the fullest extent permitted by law, for any injuries, loss or damage of any kind to the Entrant, Representatives or any other person, including any and all lawsuit, damages, claims, losses, liabilities, or expenses (including court costs and attorneys’ fees), personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from MinoMonsters’ use of that Entrant’s Entry; acceptance, possession, use or misuse of any Prize; participation in the Contests; any breach of the Terms; and/or in any Prize-related travel or activity. MinoMonsters does not assume any liability for any incorrect or inaccurate information (whether caused by any technical or human error which may occur in the processing of Entries), the selection of Winner or for any printing or other errors in any Contest materials. MinoMonsters assumes no responsibility for any error, omission, tampering, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or authorized access to, or alteration of Entries. MinoMonsters is responsible for any problems, viruses or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to Entrants or to any other person’s computer related to or resulting from participating or downloading materials in the Contests.

MinoMonsters does not assume any liability for any personal injury or property damage or losses of any kind including, without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an Entrant’s or any other person’s computer equipment resulting from an Entrant’s attempt to participate in the Contests. Everything regarding the Contests, including any Prizes, is provided “as-is” and without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement.

### **5.9 Other Terms**

MinoMonsters reserves the right, in its sole discretion, to modify, cancel, suspend, and/or terminate any or all parts of the Contests for any reason. MinoMonsters reserves the right, in its sole discretion, to disqualify any Entrant found to be in violation of the Agreement. Any attempt to tamper with the Entry process, security or legitimate operation of the Contests, is a violation of criminal and civil laws, and MinoMonsters reserves the right to seek damages and/or other relief (including attorneys’ fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying Entrants from this and future competitions and/or contests. MinoMonsters reserves the right,

in its sole discretion, to terminate or suspend the Contest(s) should fraud, viruses, bugs, or other reasons beyond the control of MinoMonsters corrupt the proper play or administration of the Contests.

## **5.10 Privacy**

Each Winner grants to MinoMonsters the right to use their name, online persona, Entry information and content, biographical information, image, photos and likeness and statements for marketing, promotion, trade, commercial, advertising and publicity purposes, at any time, in all media now known or hereafter discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice or approval and without additional compensation, except where prohibited by law.

## **6. NFT Terms**

### **6.1 NFT Access**

MinoMonsters owns and operates [www.dimensions.com](http://www.dimensions.com). MinoMonsters neither owns nor operates any marketplaces, networks, browsers, or any other third party site, product, or service including third party wallets or marketplaces that you might access, visit, or use for the purpose of enabling you to use the Services or to transact NFTs (“**Transaction**”). MinoMonsters has no responsibility with respect to any Transaction, including purchase, transfer, storage, ownership or maintenance of NFTs. MinoMonsters will not be liable for the acts or omissions of any third parties, nor will MinoMonsters be liable for any damage that you may suffer as a result of your transactions or any other interaction with any third parties.

### **6.2 Registrations**

You may be required to register with MinoMonsters or provide personal information including name and email address in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian. If you are under 13 years of age, you are not authorized to use any part of the Service.

### **6.3 Connecting Your Wallet**

In order to access and use the Services, including engaging in a Transaction on the Services, you must connect your account to your digital wallet supported by third-party extensions or gateways as allowed on the Services. When you link your cryptocurrency wallet, you understand and agree that you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication credentials, private or public cryptocurrency keys, non-fungible tokens or cryptocurrencies that are stored in or are accessible through your wallet. Any unauthorized access to your cryptocurrency wallet by third parties could result in the loss or theft of digital assets and/or funds held in your wallet and any associated wallets, including any linked financial information. MinoMonsters is not responsible for managing and maintaining the security of your cryptocurrency wallet. MinoMonsters has no responsibility or liability to you for any unauthorized access to or use of your cryptocurrency wallet or if you are unable to locate your credentials. If you notice any unauthorized or suspicious activity in your cryptocurrency wallet that seems to be related to the Services, please notify us immediately at [legal@minogames.com](mailto:legal@minogames.com).

### **6.4 Risks**

The information on this website and any information provided in connection with the Services are provided to you only and for information only and do not constitute, and should not be construed as,

professional advice or a recommendation to purchase, sell, trade, or otherwise transact in any digital asset including any products or services or an invitation, offer or solicitation to engage in any purchase, sale, trade, or other transaction with respect to any digital asset. The information on this website and any information provided in connection with the Services provided to you are provided solely on the basis that you will make your own transaction decisions, and MinoMonsters does not take account of any person's financial or other objectives, particular needs, or financial situation. In addition, nothing on this website or any information provided in connection with the Services provided to you shall, or is intended to, constitute financial, legal, accounting or tax advice. It is strongly recommended that you seek professional advice before making any transaction decision. Any decision that you make should be based on an assessment of your risks in consultation with your professional advisers. The digital assets about which information is provided on the website and any information provided in connection with the Services provided to you are not viewed by MinoMonsters as securities under U.S. laws or relevant applicable laws and hence it is unlikely that fulsome disclosures have been provided. Other parties may have better or more information than the information made available to you via the website, or any information provided in connection with the Services provided to you or to which you may independently have access. There are risks associated with purchasing and holding digital assets. Loss of the full amount of the purchase price is possible. Volatility is highly likely, and some of the protocols and platforms may fail entirely. These terms do not represent a complete statement of risk factors associated with the digital assets or products or services that may be viewed or tracked on this site or that may be featured or discussed in connection with the services for you. You should consider these risk warnings carefully and take appropriate advice before making any decision to purchase, sell, trade or otherwise transact in a digital asset.

## **6.5 Indemnification**

To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless MinoMonsters, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents ("Parties") from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, any user content, your connection to the Service, your violation of these Terms, or your violation of any rights of another. MinoMonsters reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting MinoMonsters' defense of such matter. You may not settle or compromise any claim against the Parties without MinoMonsters' written consent.

## **6.6 Third-Party Services**

The Service may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties ("Third-Party Services"). Additionally, you may enable or log in to the Service via various online Third-Party Services, such as social media and social networking services. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Third-Party Services may provide us with access to certain information that you have provided to third parties and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our Privacy Policy. MinoMonsters has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. You shall be responsible for any and all



costs and charges associated with your use of any Third-Party Services. MinoMonsters enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. MinoMonsters will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third- Party Services.

## **7. General**

Except as otherwise provided in these Terms, if any provision of these Terms are held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign these Terms, and in such event, we will post notice of such event on our Services.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

We may amend these Terms at any time by posting the amended terms on our Service. Our right to amend the Terms includes the right to modify, add to, or remove terms in the Terms. We will provide you 30 days' notice by posting the amended Terms. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the Terms through an electronic click-through. These Terms may not otherwise be amended except through mutual agreement by you and a Mino representative who intends to amend these Terms and is duly authorized to agree to such an amendment.

Without limiting Mino's ability to refuse, modify, or terminate all or part of our Services, we may also terminate this Agreement with anyone at any time for any reason, at our sole discretion, by giving notice of such termination.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to these Terms. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Terms.

The Terms and all polices posted through our Services set forth the entire understanding and agreement between you and Us, and supersede all prior understandings and agreements of the parties.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.