

Siacoin Mining Appliance
Pre-Order Terms & Conditions
Last Updated: 11/03/2017

Welcome to Obelisk, Inc. (“Obelisk”, “we” or “us”). Obelisk is a subsidiary of Nebulous Labs, Inc. (“Nebulous”), the innovators of a blockchain-based, encrypted, decentralized cloud storage platform (the “Sia Storage Platform”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN US AND THE PERSON OR ENTITY LISTED AS THE BUYER (“YOU” OR THE “BUYER”) IN THE REGISTRATION FORM (AS DEFINED BELOW) FOR THE PRE-ORDER PURCHASE OF THE SIACOIN MINING APPLIANCE (AS DEFINED BELOW). BY CLICKING “I AGREE” YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THAT YOU HAVE THE AUTHORITY TO ACT ON BEHALF OF THE BUYER.

Recitals

- A. Nebulous operates the Sia Storage Platform that utilizes a cryptocurrency, Siacoin (“Siacoin”) to facilitate payments and transactions with smart file contracts;
- B. In order to facilitate the mining of the related blockchain, Obelisk is in the process of designing and manufacturing an application specific integrated circuit designed to solve the Siacoin blocks more quickly and using less energy than existing technology (the “Custom ASIC”);
- C. The Custom ASIC is designed for mining on the Sia blockchain using the proof of work algorithm contained in the following link:
https://github.com/NebulousLabs/Sia/blob/4b738739ff4d902e5f8ad2037d49c093ff202159/modules/consensus/block_validation.go#L58-L62.
- D. The Custom ASIC will be integrated into a “Siacoin Mining Appliance” that may be comprised of, but not limited to: (a) the Custom ASIC embedded into one or more printed circuit boards (“PCBs”); (b) heatsinks on PCBs; (c) a control board; (d) one or more fans; (e) a chassis and (f) a power supply. The Siacoin Mining Appliance is designed for mining Siacoin and transactions on the Sia Storage Platform using the Blake2b proof of work algorithm. The Siacoin Mining Appliance is sold by Obelisk pursuant to these Pre-Order Terms and Conditions.
- E. The Siacoin Mining Appliance is not yet available and we are offering the Siacoin Mining Appliance based on pre-orders to help finance the development and manufacturing of the Siacoin Mining Appliance; and
- F. You desire to pre-order from us, and to pay for in advance, the Siacoin Mining Appliance for the fees set forth at: obelisk.tech.

The parties agree as follows:

1. Pre-Order and Acceptance.
 - (a) Offer. Each pre-order you submit (“Pre-Order”) constitutes an offer to purchase the Siacoin Mining Appliance. Pre-Orders are submitted, and the offer is made, when you have provided all of the information requested as part of the registration process (the “Registration Form”). Once your Pre-Order is accepted (see below), the Pre-Order is final, non-cancelable, and nonrefundable, except as specified in this Agreement or otherwise required by applicable laws, rules or regulations.



(b) Acceptance. Completed Pre-Orders are subject to our acceptance and may be rejected at any time prior to shipping for any reason at our discretion. If we reject your offer, we will, as your sole and exclusive remedy and our sole and exclusive obligation, refund the Purchase Price. We will send you an email to the email address provided by you in the Registration Form to indicate whether your Pre-Order has been accepted or rejected.

(c) Accurate Registration Form Information. When you place a Pre-Order for the Siacoin Mining Appliance, you will be required to provide certain information in connection with the Registration Form, such as your name, the name of the entity making the offer, and the offeror's shipping address. You represent and warrant that all such information is complete and accurate, and you will ensure that such information is kept current. Obelisk will have no responsibility or liability for inaccurate information or information that later becomes outdated and will have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to shipment of the Siacoin Mining Appliance by sending an email to hello@obelisk.tech.

2. **Restrictions on Sale; Right of Cancellation**. We reserve the right to: (a) limit the number of pre-order Siacoin Mining Appliances sold to a certain number; (b) limit the number of Siacoin Mining Appliances sold to any person or entity, including for the purpose of ensuring that no one party may control more than a significant percentage of the computing power mining Siacoin and (c) cancel your Pre-Order at any time, even after it has been accepted and provide you a refund of the Purchase Price, as defined in Section 3 below. You must be at least 18 years old to offer to purchase a Siacoin Mining Appliance. By agreeing to this Agreement, you represent and warrant to us that you are at least 18 years old.

3. **Payment**. The purchase price, as stated in US dollars, for each Siacoin Mining Appliance, together with shipping charges and related sales taxes, if applicable (collectively the "Purchase Price") must be paid in Bitcoin, Ethereum or such other cryptocurrency, as determined by Obelisk in its sole discretion ("Cryptocurrency"), cashier's check, certified check, wire transfer, or such other payment method, as determined by Obelisk in its sole discretion, at the time you place your Pre-Order (the "Payment"). For Payments made in Cryptocurrency, we will use reasonable efforts to convert the Payment from Cryptocurrency to US dollars (the "Conversion") as quickly as possible after the Payment at the conversion rate on such cryptocurrency exchange as we determine appropriate. In the event that, at the time of the Conversion, the US dollar value of the Payment made in Cryptocurrency falls five percent (5%) below the value of the Purchase Price, we reserve the right to charge you the difference between: (a) the number of Cryptocurrency (in coins or units) equal to the Purchase Price at the time of the Payment and (b) the number of Cryptocurrency (in coins or units) equal to the Purchase Price at the time of the Conversion. If you are unable or unwilling to pay the difference, we reserve the right to reject your offer and provide a refund of the Purchase Price.

4. **Refunds**. All refunds will be credited back to the same payment method used to make the Payment and are exclusive of any processing or postage fees previously paid by you. For Payments made in Cryptocurrency, refunds provided after acceptance of your Pre-Order will be the Purchase Price (as expressed in U.S. dollars) paid in Cryptocurrency at the currency conversion rate for such Cryptocurrency relative to the US dollar in effect at the time the refund is provided. The exchange used to determine the currency conversion rate will be at our reasonable discretion. For Payments made by check or wire transfer, any processing or postage fees we incur to complete your refund will be deducted from your refund amount.

5. **Coupons**. Obelisk reserves all rights to honor or refuse any coupon for any reason.



6. Shipping. The Siacoin Mining Appliance is pre-sold as it is not ready to ship. The Siacoin Mining Appliance is expected to ship by June 30, 2018 (the "Estimated Shipment Date"). If shipping costs on an accepted Pre-Order are higher than the shipping costs you paid at the time of Payment, we may, in our sole discretion, require you to pay additional shipping fees or we may reject your offer and refund the Purchase Price.

7. Transfer of Risk and Title. Risk of loss of the Siacoin Mining Appliance passes to you on our delivery of the Siacoin Mining Appliance to the carrier, and you are responsible for any loss or damage to the Siacoin Mining Appliance from that point. Claims against a carrier for damage during shipping are your responsibility.

8. Terms and Conditions. The purchase and use of the Siacoin Mining Appliance is subject to terms and conditions set forth below (the "Initial Terms"). The purchase and use of the Siacoin Mining Appliance may be subject to additional terms and conditions (the "Additional Terms" and with the Initial Terms, the "Terms and Conditions") which may be provided by the Company at or prior to the time that the Siacoin Mining Appliance is shipped. You agree that the Terms and Conditions are applicable to you and your use of the Siacoin Mining Appliance:

(a) Compliance with laws. Use of the Siacoin Mining Appliance may be subject to local laws, regulations, and ordinances in your jurisdiction. You are responsible for complying with all applicable laws. It is your responsibility to determine whether your use of the Siacoin Mining Appliance complies with local laws, regulations, and ordinances. If you do not have sufficient information to determine whether your use of the Siacoin Mining Appliance will comply with all applicable laws, regulations, and ordinances, then you should not place a Pre-Order for the Siacoin Mining Appliance.

(b) Compliance with Documentation and the Terms and Conditions. You agree to use the Siacoin Mining Appliance only in conformance with the user manuals and the reasonable direction and specifications provided by Obelisk (the "Documentation") and in no other manner. If you fail to use the Siacoin Mining Appliance in conformance with the Documentation, the Siacoin Mining Appliance may not operate properly.

(c) Export Control. You acknowledge that Siacoin Mining Appliances may be subject to export control laws and other laws and regulations of the United States and other countries. You are responsible for compliance with all applicable export control laws and regulations. You represent that you will not export, re-export, or transfer indirectly or directly any Siacoin Mining Appliance outside of the United States without obtaining proper authorization from the applicable government agencies. Without limiting the immediately preceding sentence, you will not export, re-export, or transfer directly or indirectly any Siacoin Mining Appliance to: (i) any country (or entity or national thereof) that is subject to an embargo or designated as state sponsors of terrorism by the United States, which as of the Effective Date, include Cuba, Iran, Sudan, Syria, North Korea, and the Crimea Region of the Ukraine; (ii) a person or entity appearing on any U.S. prohibitive or restricted party list, including persons or entities on the Treasury Department's Specially Designated National List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identification List or the Commerce Department's Entities List, Unverified List or Denied Persons List; or (iii) any destination for an end use that is prohibited by applicable law.

9. Intellectual Property. Obelisk and its licensors own all intellectual property rights in the Custom ASIC and Siacoin Mining Appliance. Obelisk reserves all rights in and to the Siacoin Mining Appliances not granted expressly in this Agreement or such other additional license terms.

10. GENERAL DISCLAIMER.



(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIACOIN MINING APPLIANCES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND OBELISK HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE CUSTOM ASIC AND SIACOIN MINING APPLIANCE WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT THAT ANY THIRD PARTY.

(b) OBELISK WILL USE REASONABLE EFFORTS TO PASS THROUGH TO YOU ANY THIRD PARTY WARRANTIES APPLICABLE TO THE SIACOIN MINING APPLIANCE.

11. SPECIFIC DISCLAIMERS: THERE ARE A NUMBER OF FACTORS THAT MAY SIGNIFICANTLY, IF NOT ENTIRELY, DIMINISH THE VALUE OF, AND THE PURPOSE FOR, THE SIACOIN MINING APPLIANCE. YOU AGREE THAT YOU ASSUME ALL RISKS ASSOCIATED WITH THE DIMINUTION IN VALUE ASSOCIATED WITH THE SIACOIN MINING APPLIANCE INCLUDING THE FOLLOWING RISK FACTORS:

- THE SIA STORAGE PLATFORM MAY NOT FIND A MARKET AND THE NUMBER OF TRANSACTIONS ON THE NETWORK TO BE RECORDED IN THE BLOCKCHAIN MAY BE SMALLER THAN ANTICIPATED OR NON-EXISTENT, AND AS A RESULT, THE SIACOIN MINING APPLIANCE WILL BE OF LIMITED OR NO VALUE.
- OBELISK, THE SIA STORAGE PLATFORM AND / OR SIACOIN MAY CEASE TO EXIST AND THE CUSTOMER ASIC AND THE SIACOIN MINING APPLIANCE WILL BE OF LIMITED OR NO VALUE.
- THE ALGORITHM ON WHICH THE CUSTOM ASIC IS BASED MAY BE REPLACED IN THE MARKETPLACE OR THE COMMUNITY BY AN ALTERNATIVE ALGORITHM AND THE CUSTOMER ASIC AND THE SIACOIN MINING APPLIANCE WILL BE OF LIMITED OR NO VALUE.
- A DIFFERENT PARTY MAY DEVELOP A CUSTOM ASIC AND SIACOIN MINER AND SUCH CUSTOM ASIC AND SIACOIN MINER IS GENERALLY AVAILABLE BEFORE THE SIACOIN MINING APPLIANCE, IS PRICED SIGNIFICANTLY LOWER THAN THE SIACOIN MINING APPLIANCE OR OTHERWISE PROVES TO BE BETTER THAN THE SIACOIN MINING APPLIANCE.
- THE VALUE OF SIACOIN AND THUS THE SIACOIN MINING APPLIANCE MAY BE DEPENDENT ON SIACOIN'S AVAILABILITY OF THE CRYPTOCURRENCY EXCHANGES; IT IS POSSIBLE SUCH EXCHANGE(S) MAY CEASE TO EXIST OR CEASE TRADING SIACOIN AS SOME POINT IN THE FUTURE, AND NO SUBSTITUTE EXCHANGE IS FOUND, AND THEREFORE, THE SIACOIN MINING APPLIANCE WILL BE OF LIMITED OR NO VALUE.
- THE SPECIFICATIONS FOR THE SIACOIN MINING APPLIANCE PROVIDED BY OBELISK AT THE TIME OF YOUR PRE-ORDER ARE ESTIMATES ONLY AND MAY NOT BE ACCURATE WHEN COMPARED TO THE SPECIFICATIONS OF THE FINAL SIACOIN MINING APPLIANCE THAT IS MADE AVAILABLE TO YOU.
- THE SIACOIN MINING APPLIANCE IS NOT DESIGNED TO BE USEFUL ON OTHER CHAINS, INCLUDING THOSE USING THE SAME PROOF OF WORK ALGORITHM.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OBELISK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE PRE-ORDER OR THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE ANY SIACOIN MINING APPLIANCE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF OBELISK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL OBELISK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE PURCHASE PRICE (AS EXPRESSED IN US DOLLARS AT THE TIME OF PAYMENT) FOR THE SIACOIN MINING APPLIANCES PURCHASED BY YOU. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Indemnification. You agree to indemnify and hold Obelisk, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "Obelisk Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, the Siacoin Mining Appliance; (b) your violation of this Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. Obelisk reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Obelisk in asserting any available defenses. This provision does not require you to indemnify any of the Obelisk Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Pre-Order or Siacoin Mining Appliance.

14. Force Majeure. Neither party will be liable to the other for any failure to perform its obligations due to an event beyond the control of such party, including, but not limited to, any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of that party's control, which causes the termination of an agreement or contract entered into, or which could not have been reasonably foreseen. Any party affected by such event will inform the other party and use all reasonable endeavors to comply with this Agreement.

15. Privacy. If you provide information for the Pre-Order of the Siacoin Mining Appliance, Obelisk will not use such information except as necessary or helpful to fulfill your order, as expressly set forth in this Agreement, or as set forth in the Obelisk, Inc. Privacy Policy located at: obelisk.tech/privacy. Obelisk may use such information to create aggregate data that does not identify any specific individual or entity, and it may publish or otherwise provide such aggregate data to its commercial partners.

16. Modification of this Agreement. We reserve the right, at our discretion, to this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies your rights or obligations, you will be required to accept the modified Agreement in order for your Pre-Order to remain valid. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication.

17. Entire Agreement; Survival. This Agreement represent the entire agreement governing your Pre-Order of the Siacoin Mining Appliance, and any prior agreements have no force or effect. All provisions of this Agreement which by their



nature should survive, will survive termination, including without limitation, ownership provisions, disclaimers, indemnification, and limitation of liability

18. Waiver; Severability. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If for any reason a court of competent jurisdiction finds any portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

19. Dispute Resolution. Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Obelisk and limits the manner in which you can seek relief from us.

(a) Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your Pre-Order or this Agreement, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Obelisk may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

IF YOU AGREE TO ARBITRATION WITH OBELISK, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST OBELISK ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE OBELISK IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

(b) Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, will be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/> other claims will be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Obelisk will pay them for you. In addition, Obelisk will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Obelisk will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.



(c) Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Obelisk. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(d) Waiver of Jury Trial. YOU AND OBELISK HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Obelisk are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in herein.

(f) 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Obelisk, Inc., 280 Congress St, Floor 12, Boston, MA 02210 or hello@obelisk.tech, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used in the Registration Form, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

(g) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

(h) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Obelisk.

(i) Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Obelisk makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Obelisk.



20. Assignment. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Obelisk's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

21. Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Obelisk agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Boston, Massachusetts, U.S.A.

22. Governing Law. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, U.S.A, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

23. Notice. Where Obelisk requires that you provide an e-mail address, you are responsible for providing Obelisk with your most current e-mail address. In the event that the last e-mail address you provided to Obelisk is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Obelisk's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Obelisk at the following address: 280 Congress St, Floor 12, Boston, MA 02210. Such notice will be deemed given when received by Obelisk by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

24. Consent to Electronic Communications. The communications between you and Obelisk use electronic means, whether you visit our website or send us emails, or whether we post notices on our website or communicate with you via e-mail. For contractual purposes, you (1) consent to receive communications from Obelisk in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Obelisk provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.