

OBVIOUS TERMS OF USE

READ THIS TERMS OF USE AGREEMENT (“**Terms Of Use**”) CAREFULLY.

By clicking the “accept” button for accessing Or using the 4iii innovations Inc. (“**Obvious**” or “**We**”) hosted services (As defined below), you confirm that you have read and agree to be bound by this Terms Of Use, you are of legal age to form a binding contract with Obvious, you have the authority to enter into this Terms Of Use and to bind yourself and/or the entity that you represent. The term “**You**” or “**User**” refers to the individual or legal entity, as applicable, identified as the user at registration. If you do not agree to all of the terms of Terms Of Use, you must NOT access or use the hosted services. Obvious and you may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Note that this Terms Of Use is subject to change by Obvious at its sole discretion at any time without prior notice. When changes are made, Obvious will make a new copy of this Terms of Use available at: www.obvious.xyz/legal (the “**Website**”). We will also update the “Last Updated” date at the top of this Terms of Use. Any changes to this Terms of Use will be effective immediately. Obvious may require you to provide consent to the updated Terms of Use in a specified manner for further use of the Hosted Services to be permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Hosted Services. Otherwise, your continued use of the Hosted Services constitutes your acceptance of such change(s).

1. OVERVIEW

1.1 *Our Service.* Obvious offers online service that integrates with the individual items of hardware that have been provisioned to access Obvious’s cloud and imported into Obvious’s systems (each, a “**Device**”) to perform various tasks and functions (the “**Hosted Service**”). Certain services and functionalities available via the Hosted Service are free of charge. However, Obvious may, in its sole discretion charge fees in connection with certain services. As used herein, an “**Event**” means any HTTP/HTTPS request made by the Hosted Service to a third party service(s), including without limitation, via webhooks or integrations or any discrete message sent via integrations, websockets or server sent event (SSE) streams by the Hosted Service to any third party service(s).

1.2 *Accounts.*

(a) *Accounts.* In order to use certain features of the Hosted Service, you must register for an account with Obvious (an “**Account**”). We offer two types of Accounts: a free version (“**Free Account**”), and a paid account (“**Paid Account**”). Users with Free Accounts shall

be able to use the Hosted Services on a limited basis, as the number of Devices and services included under a Free Account are limited as set forth on our pricing page.

(b) *Registration Information.* You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information. Obvious may suspend or terminate your Account if you breach any of the terms of this Agreement. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Obvious of any unauthorized use, or suspected unauthorized use, of your Account, or any other breach of security. Obvious will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. LICENSED USES AND RESTRICTIONS

2.1 *Access Grant.* Subject to your compliance with the terms and conditions of this Agreement, we grant you a limited, non-exclusive, non-assignable, non-transferable license to internally use and access the Hosted Service solely as necessary to develop, maintain and support your Devices in accordance with the documentation or specifications included in the Hosted Service.

2.2 *Obvious Software.* Use of any software and associated documentation that is made available via the Hosted Service (“**Software**”) is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the website page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will Obvious provide you with any tangible copy of our Software. Obvious shall deliver access to the Software via electronic transfer or download and shall not use or deliver any tangible media in connection with the (a) delivery, installation, updating or problem resolution of any Software (including any new releases); or (b) delivery, correction or updating of documentation. For the purposes of this section tangible media shall include, but not be limited to, any tape disk, compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between this Agreement and the license agreement, the license agreement shall take precedence in relation to that Software; except that if the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are not permitted to use or otherwise rely on the Software for any commercial or production purposes. If no license agreement accompanies use of the Software, use of the Software will be governed by this Agreement. Subject to your

compliance with this Agreement, Obvious grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Hosted Services in the manner permitted by this Agreement. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

2.3 Restrictions. You agree that you will **not**, and will **not** assist, permit, authorize, or enable others to do any of the following restricted actions (each, a “**Restriction**”) **without our prior express written consent**: (i) reverse engineer or decompile the Hosted Service or Software or any component thereof, or attempt to create a substitute or similar service through use of or access to the Hosted Service or Software, unless this is expressly permitted or required by applicable law; (ii) copy, rent, lease, sell, transfer, assign, sublicense, or alter any part of the Hosted Service, Software or accompanying documentation (collectively, the “**Obvious Assets**”); (iii) use Obvious’s name to endorse or promote any product, including a product derived from the Obvious Assets; (iv) use the Obvious Assets for any illegal, unauthorized, or otherwise improper purposes, or in any manner which would violate this Agreement or Rich could possibly call the Obvious name into disrepute; (v) remove any legal, copyright, trademark, or other proprietary rights notices contained in or on the Obvious Assets; (vi) use the Obvious Assets in a manner that, as determined by Obvious, in our sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the Obvious Assets documentation; (vii) use the Obvious Assets for any military or similar purpose or (viii) imply inaccurate creation, affiliation, sponsorship, or endorsement of you, or your Devices.

2.4 Usage Limitations. Users may not use more than the limited services or use the Hosted Services in connection with more Devices, than that for which the applicable fees have been paid, as set forth, from time to time, on our pricing page, as that page may be amended at Obvious’s sole discretion. Regardless of whether you have a Free Account or Paid Account, we may limit: (i) the number of network calls that your Devices may make to the Hosted Service; (ii) the maximum file size; and (iii) anything else about the Event as we deem appropriate, in our sole discretion. We may impose or modify these limitations without notice. We may utilize technical measures to prevent over-usage and stop usage of the Hosted Service by a Device after any usage limitations are exceeded or suspend your access to the Hosted Service with or without notice to you in the event you exceed any such limitations.

3. DEVICES

3.1 Device Policy. You are solely responsible and liable for your Devices, and for supporting the Devices. On each Device in which you use the Hosted Service, you shall prominently display and comply with a privacy policy on such Device that includes a full, accurate and clear disclosure regarding Obvious’s collection, use and distribution of

personal information collected via the Hosted Service in accordance with our Privacy Policy, available at www.obvious.xyz/privacy. You represent and warrant that your Device will not: (i) violate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) violate any laws or regulations (including any privacy laws) or any obligations or restrictions imposed by any third party; (iii) be harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, or patently offensive, or promote racism, bigotry, hatred, or physical harm of any kind against any group or individual, or be otherwise objectionable; (iv) be harmful to minors in any way; (v) contain any computer viruses, worms, or any software intended to damage or alter a computer system or data; (vi) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, text messages, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (vii) offer or promote services that may be damaging to, disparaging of, or otherwise detrimental to Obvious or its licensors, licensees, affiliates and partners.

3.2 Refusal of Devices. Obvious will have the right, in its sole discretion, to refuse to permit your use of the Obvious Assets with a particular Device. Unless Obvious states otherwise, such rejection will not terminate this Agreement with respect to any other Device. Obvious will have no liability to you for such refusal.

3.3 Monitoring. You agree to provide us with access to your Device and other materials related to your use of the Hosted Service as reasonably requested by us to verify your compliance with this Agreement.

3.4 Unauthorized Applications. You understand that the Obvious Assets are not designed, intended, authorized or warranted to be suitable for use in the following “*Unauthorized Applications*”: life support applications, devices or systems, the operation of nuclear facilities; aircraft navigation systems; aircraft communication systems; air traffic control; direct life support machines; weapons systems; military or space equipment requiring radiation hardened components; and Enhanced 911 or E911 emergency calling system. You warrant that you will not use the Obvious Assets for Unauthorized Applications.

4. OWNERSHIP

4.1 Ownership. As between you and Obvious, Obvious owns all right, title and interest in and to the Obvious Assets. Except for the license granted in Section 2.1 (License Grant), this Agreement grants you no right, title, or interest in any intellectual property owned or licensed by us, including the Hosted Service, Software and Brand Features (as defined below). You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement. We claim no ownership or control over your Device or the content sent, posted or displayed through your Device, except for any Obvious Assets therein.

4.2 *Brand Features*. We grant you a limited, non-exclusive license to display our name, logos and domain names (collectively, “**Brand Features**”) to promote and advertise your use of the Obvious Assets in accordance with this section. When you promote your Device, you must not imply that your Device is created or endorsed in any manner by Obvious, although you may state facts (e.g., the Device is used with the Hosted Service). You agree, however, not to remove, obscure, distort, or alter any of our Brand Features or display our Brand Features in any way that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Obvious. All use by you of the Brand Features (including any goodwill associated therewith) will inure to the benefit of Obvious. At no time during or after the term of this Agreement will you challenge or assist others to challenge the Brand Features (except to the extent such restriction is prohibited by law) or the registration thereof by Obvious, nor will you attempt to register any trademarks that are confusingly similar in any way to any Brand Features. You must submit to us a copy or image of any media release or advertising that includes any the Brand Features by emailing us at hello@obvious.xyz.

5. RELATIONSHIP

5.1 *Marketing*. We may publicly refer to you, orally or in writing, as an Obvious Assets licensee of Obvious (including in a directory of our developers) and we may publish your name and logo on the Obvious website or promotional materials without prior written consent. You grant us all necessary rights and licenses to do so.

5.2 *Support*. We may provide you with support, upgrades, or modifications for the Obvious Assets as Obvious may determine from time to time in its discretion.

You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Device. We may redirect users and potential users of your Device to your email address on file for purposes of answering general Device inquiries and support questions.

5.3 *Independent Development*. You acknowledge and agree that Obvious may be independently creating applications, content and other products and services that may be similar to or competitive with your Device and its content, and nothing in this Agreement will be construed as restricting or preventing Obvious from creating and fully exploiting such applications, content and other items, without any obligation to you. If you elect to provide us with any comments, suggestions, or feedback related to our Obvious Assets, you thereby assign all right, title and interest in and to such comments, suggestions and feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting, or compensation or other duty to account.

6. FEES AND PAYMENT TERMS

6.1 *Payment.* You agree to pay all fees and charges to your Account in accordance with the applicable fees, charges and billing terms in effect at the time a fee or charge is due and payable. Users must provide Obvious with valid credit card (Visa, MasterCard, or any other issuer accepted by us) or such bank transfer facilities as Obvious may in its discretion designate (“**Payment Provider**”). Your Payment Provider agreement governs use of the designated credit card account or bank transfer facility, and must refer to that agreement and not the terms of this Agreement to determine its rights and responsibilities. By providing Obvious with your credit card number or banking details and associated payment information, you agree that we are authorized to immediately invoice your credit card or bank account for all fees and charges due and payable to Obvious hereunder and that no additional consent is required. You agree to immediately notify us of any change in your billing address, bank account or credit card used for payment hereunder. We reserve the right at any time to change our prices and billing methods, either immediately upon posting on the Website or by e-mail delivery to you.

6.2 *Automatic Renewal.* You will be responsible for payment of the applicable fee for the Obvious Assets (each, a “**Service Subscription Fee**”) at the time you create your Account and select your payment package (each, a “**Service Commencement Date**”). Except as set forth herein, all fees for the Obvious Assets are non-refundable. Your subscription will continue indefinitely until terminated in accordance with the terms herein. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each, a “**Renewal Commencement Date**”) and continue for an equivalent period, at Obvious’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

6.3 *Pricing.* Please refer to our pricing page www.obvious.xyz/pricing for a description of the fees payable in connection with the Hosted Service. In the event that you wish to increase the number of services or Devices beyond the maximum number for which the applicable fees have been paid, you shall be required to pay additional fees associated with the increased number of services or Devices, prorated for the remainder of the term.

6.4 *Taxes.* Obvious’s fees are net of any applicable sales or use tax (“**Sales Tax**”). If any Obvious Assets, or payment for any Obvious Assets, under this Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Obvious, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority.

7. TERM AND TERMINATION

7.1 *Term.* You agree that this Agreement will be deemed to be in effect upon the date on which you accept this Agreement, in accordance with the preamble.

7.2 *Suspension and Termination.* We may change, suspend, or discontinue the availability or any functionality of the Obvious Assets, or any aspect of your access to the Obvious Assets, at any time without notice to you and without incurring any liability to you. We may also impose limits on certain features and services or restrict your access to part or all of the Obvious Assets without notice to you and without incurring any liability to you. Furthermore, Obvious may limit, suspend, or terminate your use of the Obvious Assets (and your rights under this Agreement) at any time. In addition, this Agreement will terminate automatically and without notice immediately upon any breach of the terms of this Agreement by you.

7.3 *Your Termination.* You may terminate this Agreement for any reason or no reason at all, at your convenience, by ceasing your use of the Obvious Assets, and providing at least thirty (30) days prior written notice to Obvious.

7.4 *Effect on Termination.* Upon termination of this Agreement: (i) all rights and licenses granted will terminate immediately; (ii) any and all payment obligations, if any, will be due; and (iii) each party will promptly return to the other party all Confidential Information of such party in its possession, custody, or control. Neither party will be liable to the other party for damages of any sort resulting solely from the termination of this Agreement. Notwithstanding clause 7.4(i), Obvious's sole obligation as it relates to copies of, or references or links to, your Device will be to, upon written request from you, make commercially reasonable efforts, as determined in its sole discretion, to remove all such references and links.

7.5 *Deletion of Data.* Obvious will use reasonable efforts to delete of your password, name, credit card information and all related information associated with or inside your Account (or any part thereof), excluding data related to past Transactions upon termination of this Agreement, or upon request.

7.6 *Survival.* Sections 4.1 (Ownership), 4.2 (Brand Features), 5.3 (Independent Development), 6 (Fees and Payment Terms), 7.6 (Survival), and 8 (Confidentiality) through 11 (General) will survive any termination of this Agreement.

8. CONFIDENTIALITY

8.1 *Ownership.* “**Confidential Information**” means all written and oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or

the circumstances surrounding disclosure ought reasonably to be treated as confidential. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information. All Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents and consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, the receiving Party will notify the disclosing Party as soon as possible.

8.2 Exceptions. The foregoing provisions will not apply to Confidential Information that: (i) is or becomes generally publicly available or enters the public domain through no fault of the receiving Party; (ii) is rightfully communicated to the receiving Party by persons not bound by confidentiality obligations with respect thereto; (iii) is already in the receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (iv) is independently developed by the receiving Party without use or reference to the Confidential Information of the disclosing Party; or (v) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) to comply with the order of a court or other governmental body or applicable law, provided the Party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (2) to establish a Party's rights under this Agreement.

9. DISCLAIMER AND LIABILITY

9.1 Disclaimer. THE OBVIOUS ASSETS ARE PROVIDED "AS IS," "WHERE IS," "WITH ALL FAULTS" AND WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. OBVIOUS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, COMPLETENESS, SECURITY, TITLE AND/ NON-INFRINGEMENT. SOME ASPECTS OF THE OBVIOUS ASSETS ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER. WE DO NOT REPRESENT, WARRANT, OR MAKE ANY CONDITION THAT THE

OBVIOUS ASSETS ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. WE ARE NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE OBVIOUS ASSETS, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOUR USE OF THE OBVIOUS ASSETS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM USE OF THE OBVIOUS ASSETS INCLUDING, BUT NOT LIMITED TO, FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICES WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE USER AGREEMENT.

9.2 Limitation of Liability. OBVIOUS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR RELIANCE DAMAGES RELATED TO THIS AGREEMENT OR THE OBVIOUS ASSETS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER OR NOT YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE OBVIOUS ASSETS EXCEED THE AMOUNTS PAID BY YOU TO OBVIOUS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT(S) GIVING RISE TO LIABILITY HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PARTIES HAVE NEGOTIATED THIS AGREEMENT WITH DUE REGARD FOR THE BUSINESS RISK ASSOCIATED WITH THE ARRANGEMENTS DESCRIBED IN THIS AGREEMENT.

10. INDEMNIFICATION

10.1 You will defend, indemnify and hold harmless Obvious and its affiliates, and their respective directors, officers, agents, licensors, and other partners and employees from and against any third-party claim arising from or in any way related to your Device, your use of the Obvious Assets, or your breach of any obligation herein, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

11. GENERAL.

11.1 *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement between you and Obvious and governs your use of the Obvious Assets. If, through accessing or using the Obvious Assets, you utilize or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and this Agreement will not affect your legal relationship with such third party.

11.2 *Relationship of Parties.* The Parties hereto are independent contractors. Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary, or joint venture relationship between the Parties. Neither Party is the representative of the other Party for any purpose and neither Party has the power or authority as agent, employee, or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

11.3 *Governing Law.* This Agreement will be governed in accordance with the laws of the Province of Alberta without reference to its conflicts of law principles. The Parties agree that the exclusive jurisdiction of any actions arising out of this Agreement will be in the courts of Alberta or, if matters of federal jurisdiction, then in the relevant Canadian federal courts having jurisdiction.

11.4 *Severability.* If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such term or provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.5 *Assignment.* Neither Party may assign this Agreement or any of its rights or obligations hereunder, to a third party without the other Party's written consent, except that a Party may assign this Agreement without such consent as a consequence of a merger, consolidation, reorganization, or sale of the assets or the business to which this Agreement pertains. Any assignment in violation of the foregoing is null and void. This Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.6 *Waiver.* Failure to enforce or a waiver by either Party of one default or breach of the other Party will not be considered to be a waiver of any subsequent default or breach.

11.7 *Notices.* All notices required or permitted hereunder will be in writing, delivered, in the case of User, to the contact coordinates set out in User's Account; and, in the case of Obvious to hello@obvious.xyz. All notices will be deemed effective when received. You agree that Obvious may send any privacy or other notices, disclosures, reports, documents, communications and other records regarding the Service (collectively, "Notices") in electronic form to: (1) the email address that you provided during registration, or (2) by posting the Notice on the Service. The delivery of any Notice is effective when posted to the Service or sent by Obvious (whichever first occurs), regardless of whether you read the Notice when you receive it or whether you actually

receive the delivery. You can withdraw your consent to receive Notices electronically by cancelling your Account. You must give notice to us in writing via email to hello@obvious.xyz or another address otherwise expressly provided.

11.8 *Force Majeure*. Neither party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or war.

11.10 *Remedies*. All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies. A party's breach or threatened breach of any of its covenants or agreements in this Agreement may cause irreparable injury that is inadequately compensable in monetary damages.