

Terms of Use

Last Modified: July 7, 2023

1. Acceptance of Terms of Use.

(a) These terms of use are entered into by and between you and Gazde Finance SEZC, a Special Economic Zone Company, organized under the laws of Cayman Islands (“Company,” “we,” or “us”). The following terms and conditions (“Terms of Use”) govern your access to and use of [ether.fi](#) and [ether.fan](#) and any related desktop application including any content, functionality, and services offered on or through [ether.fi](#) and [ether.fan](#) or our desktop application (the “Website”).

(b) Please read the Terms of Use carefully before you start to use the Website. By using the Website, you agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [[PRIVACY POLICY URL](#)], incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

(c) This Website is offered and available to users who are 18 years of age or older and not considered a U.S. person, or a resident or citizen of Canada. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Changes to the Terms of Use.

(a) We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

(b) Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding you.

3. Accessing the Website and Account Security.

(a) We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

(b) You are responsible for: (i) making all arrangements necessary for you to have access to the Website; (ii) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

(c) To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our

Privacy Policy [[LINK TO PRIVACY POLICY](#)], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

(d) If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You are responsible for all of the activity on your account.

(e) We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Description of Service and Pricing.

(a) Our Website is a decentralized platform that allows users to engage in Ethereum staking using a liquid staking mechanism (“Service”). Our Service enables users to earn staking rewards while retaining the flexibility to trade their staked assets at any time. For detailed description of the Service please read our Whitepaper, found at <https://etherfi.gitbook.io/etherfi/ether.fi-whitepaper/introduction>.

(b) The Website may charge fees for usage, such as staking, trading, and other transactions based on our price plan (“Price Plan”). The Price Plan is available at [[LINK TO PRICE PLAN](#)]. We reserve the right to modify our Price Plan and fee structure at any time, in our sole discretion.

(c) Addition to our fees, you may be charged a network fee to have the transaction message delivered through the Middleware and recorded on the appropriate blockchain.

5. The Interface and the Middleware. The Website provides access to the Interface and Middleware.

(a) The Interface aggregates and publishes publicly available information about liquid staking technology in a user-friendly format (“Interface”). It offers interaction methods that enable users to perform transactions in connection with the Middleware (see definition below). The Interface generates a draft transaction message, which users may use independently with a third-party wallet application or device to conduct transactions on the relevant blockchains. These draft transaction messages are designed to accomplish the user’s operational goals as expressed through their interactions. Users must review and authorize all transaction messages with their private cryptographic key, inaccessible to the Interface or the Interface maintainers. The Interface does not own, operate or control the blockchain systems, wallets, devices, validator nodes, or the Middleware. For the purposes of this Terms of Use, the Middleware is a smart contracts which is a freely licensed software source code available to the public.

(b) The Interface may display information related to Ethereum and blockchain technology, such as blockchain transactions, network statistics, and price information. This

information is for informational purposes only and we do not guarantee its accuracy, completeness, or usefulness. You are solely responsible for any actions you take based on such information. We reserve the right to modify, suspend, or discontinue the availability of this data at any time, without notice or liability to you.

6. User Authorization and Transaction Broadcasting. User-authorized message will be broadcasted to blockchain systems through the wallet application or device, and the user may pay a network fee to have the transaction message delivered through the Middleware and recorded on the appropriate blockchain. The Interface maintainers and the Interface are not agents or intermediaries of the user. They do not store, have access to, or control any tokens, private keys, passwords, accounts, or other user property. All transactions relating to the Middleware are executed and recorded solely through the user's interactions with the respective blockchains. The Interface maintainers do not collect any compensation from the user for the use of the Interface.

7. Permitted Use.

(a) You may use the Interface for informational purposes only, to aid your own research, due diligence, and decision-making. You must verify the accuracy of any information and transaction messages before using them.

(b) You acknowledge that violation of these terms may expose you to legal liability, both criminal and civil, and monetary damages, as well as termination of your account.

(c) You must immediately notify us of any fraudulent, unauthorized, illegal or suspicious use of the Services or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

8. Intellectual Property.

(a) Unless otherwise provided herein, the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

(b) Subject to the terms and conditions herein, we grant you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use the Website and its content for personal use until such time as these Terms of Use terminate or expire or your right to use or access the Website is terminated in accordance with these Terms.

(c) These Terms of Use permit you to use the Website for your personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material available on our Website, except as follows: (i) your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials; (ii) you may store files that are automatically cached by your web browser for display enhancement purposes; (iii) you may print or download one copy of a reasonable number of pages of the Website for your own internal use and not for further reproduction, publication, or distribution.

(d) The staking smart contracts available through the Website are freely licensed software source codes available to the public. Each instance of the software is a copy of one of the smart contracts, compiled to bytecode, and permanently associated with one or more specific public addresses on specific blockchains.

(e) You retain ownership of copyright in data you upload or submit to the Website, but you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner.

(f) If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own internal use, provided you agree to be bound by these Terms of Use or the end user license agreement for such applications.

9. Trademarks. The Company name, the terms, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

10. Privacy and Data Security.

(a) The Website may collect personally identifiable information for operational purposes, such as identifying prohibited uses. The Website and the Interface maintainers have no obligation of confidentiality with respect to the information collected, except where required by law. The collection, use and disposal of personally identifiable information is governed by our Privacy Policy (see [\[LINK TO PRIVACY POLICY\]](#)).

(b) The Interface may display information related to Ethereum and blockchain technology, such as blockchain transactions, network statistics, and price information. This information is for informational purposes only and we do not guarantee its accuracy, completeness, or usefulness. You are solely responsible for any actions you take based on such information. We reserve the right to modify, suspend, or discontinue the availability of this data at any time, without notice or liability to you.

(c) By accessing or using our Website, you consent to the processing, transfer and storage of information about you in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

11. Disclaimer of Warranties. OUR WEBSITE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. Although we seek to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Website, and there may at times be inadvertent technical or factual errors or inaccuracies. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. We specifically (but without limitation) disclaim (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any damages that may result from your use of or access to our Website. We do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through our Website.

12. Limitation of Liability. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations or the disclaimer of warranties in Section 11 may not apply to you.

13. Indemnification. You agree that you will be personally responsible for your use of our Website including the desktop application, and you agree to defend, indemnify, and hold us, our officers, directors, employees, consultants, affiliates, subsidiaries, and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of our Website; (ii) your violation of the Terms of Use or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

14. Representations and Warranties. By accessing the Website you represent and warrant that:

(a) your only duties and obligations connected to the Interface are set forth in these Terms of Use, these terms are legal, valid and binding obligations enforceable against you, the Interface is deemed to be based solely in the Cayman Islands, the Interface is for informational purposes only, and you understand that it is not in control of the Middleware and related blockchain systems or capable of performing or effecting any transactions on your behalf.

(b) you have not been identified as a specially designated national or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and you will not use our Website to conduct any illegal or illicit activity.

(c) you are not a U.S. person as defined by 22 U.S. Code § 6010, and you are not a citizen or resident of Canada.

(d) you are not a resident, citizen, national or agent of, or an entity organized, incorporated or doing business in, Belarus, Burundi, Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe or any other country to which the United States, the United Kingdom, the European Union or any of its member states or the United Nations or any of its member states embargoes goods or imposes similar sanctions ("Restricted Countries").

(e) you agree not to: (i) make any representations, warranties or guarantees on our behalf or with respect to the Company, the Website or any content or data contained on the

Website; (ii) make any false or misleading representations with regard to the Company or the Website or any content or data contained on the Website; or (iii) participate or engage in any illegal, deceptive, misleading, fraudulent, unethical or improper practices on, through, by means of or with respect to the Website.

(f) you possess adequate financial and technical knowledge to understand the inherent risks associated with using cryptographic and blockchain-based systems. You should have a working knowledge of digital assets such as Ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You understand that the markets for digital assets are nascent and highly volatile, and that various risk factors such as adoption, speculation, technology, security, and regulation can impact their value. You also acknowledge the risk of fake tokens, including those that falsely claim to represent projects. Smart contract transactions are executed automatically and are irreversible once confirmed. You acknowledge that the cost and speed of transacting with blockchain-based systems such as Ethereum can vary significantly, and you accept the risks associated with selecting to trade in expert modes, which may result in price slippage and higher costs. You assume full responsibility for all the risks associated with accessing and using our Website, and understand that we are not responsible for any of these variables or risks, do not own or control the protocol, and cannot be held liable for any losses resulting from your use of our Website.

(g) 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 your assets held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s). We are not responsible for managing and maintaining the security of your cryptocurrency wallet nor for any unauthorized access to or use of your cryptocurrency wallet. If you notice any unauthorized or suspicious activity in your cryptocurrency wallet that seems to be related to this Website, please notify us immediately.

(h) cryptocurrencies and non-fungible tokens are cryptographically signed to keep them secure, however, this encrypted coding merely identifies the digital asset itself, without identifying the underlying owner. Thus, the holder of the cryptocurrency encryption keys becomes its owner, and there is no coding in the asset identifying who the rightful owner is. While the cryptographic signatures are meant to keep the cryptocurrency secure, the lack of an identity feature means if a cryptocurrency is stolen from the wallet, there is no way for the public to identify it. You agree and acknowledge that the Company is not responsible for any theft or loss of asset occurred in connection with using the Website or the desktop application even if the loss of funds was a result of errors in protocol codes that can lead to a freeze of assets or inability to collect tokens, or cyberattack that exploited certain vulnerabilities of the Website.

(i) when digital asset is sent to a third-party, such transaction is completed on the Blockchains. This means that such transaction is irreversible, and we do not have the ability to reverse or recall any transaction once initiated. You accept and acknowledge that we will not be responsible for the risks of engaging in any transactions relating to your digital assets with third parties. You bear all responsibility for any losses that might be incurred as a result of sending digital assets to an incorrect or unintended address.

(j) NFTs issued by the Company are not securities or financial instruments and are not offered for investment purposes. The commercial or market value of the NFTs may materially

diminish in value as a result of a variety of things, including negative publicity associated with the Company.

(k) you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding our Services, including the suitability and appropriateness of, and investment strategies of any kind. You agree and understand that you access and use this Website at your own risk; however, this brief statement does not disclose all of the risks associated with the use of the Website and other digital assets. You agree and understand that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our Website.

(l) interacting with smart contracts, there is always a residual risk of the smart contract containing a vulnerability or bug.

(m) the share of staked assets attributed to a validator can be slashed in case the validator signs more than one block at the same time. You agree and understand that we are not responsible for any loss of funds or rewards arising out of double signing or unavailability.

(n) understand and acknowledge that Company provides a decentralized staking protocol that allows Ethereum holders to earn rewards by staking their assets on the Ethereum Beacon Chain through smart contracts. You acknowledge and agree that we have no control over any transactions, the payment method of any transactions, or any actual payments of transactions. You must ensure that you have a sufficient balance to complete any transaction using the Website before initiating such transaction.

(o) you agree to run MEV-Boost and MEV-Share next to the validator at all times and transfer any and all MEV rewards, tips and other residual income to us that you extract or receive by your efforts as a validator.

(p) you will not be knowingly engaged in any activity that would reasonably be expected to result in sale, assignment, or transfer of any NFT minted through the Website to a person who is a citizen, resident, national or agent of, or an entity organized, incorporated or doing business in any of the Restricted Countries as defined in this Section 14.

(q) you will not be knowingly engaged in any activity that would reasonably be expected to result in sale, assignment, or transfer of any NFT minted through the Website to a person who is a U.S. person as defined by 22 U.S. Code § 6010 a citizen, or a resident, national, agent of, or an entity organized, incorporated or doing business in Canada.

15. Compliance with Applicable Laws. As a condition to accessing or using the Website, you agree

(a) you will not violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws, any relevant and applicable privacy and data collection laws, in each case as may be amended. You will not use the Website for any purpose that is unlawful. You will not export, reexport, or transfer, directly or indirectly, any of our technology in violation of applicable export laws or regulations.

(b) you will comply with all the applicable laws of the jurisdiction in which you reside in connection with using any features of the Website including but not limited to (i) the

legal requirements for the purchase of the non-fungible token or cryptocurrency, (ii) any exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the acquisition, transaction, holding, redemption, sale, or transfer of non-fungible token or cryptocurrency.

(c) you will only use the Services and the Website for lawful purposes and in accordance with these Terms. You will ensure that all information you provide on the Website is current, complete, and accurate. You will maintain the security and confidentiality of access to your cryptocurrency wallet address.

(d) you will not infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Website. You will not misrepresent the truthfulness, sourcing, or reliability of any content on the Website.

(e) you will not use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website or the protocol, or that could damage, disable, overburden, or impair the functioning of the Website.

(f) you will not try to get around any security measures or content filters put in place by the Company.

(g) you will not access any parts of the Website that you are not authorized to use.

(h) you must not use any robots, spiders, crawlers, scrapers, or other automated tools or interfaces that are not provided by us to access the Website and extract data. You must not introduce any malicious software or code that could harm the Website or its users, including but not limited to malware, viruses, trojan horses, worms, logic bombs, drop-dead devices, backdoors, or shutdown mechanisms.

16. Non-Custodial and No Fiduciary Duties. The Website is strictly non-custodial in nature, and we do not have custody or control of your digital assets at any point. You are solely responsible for safeguarding your cryptographic private keys for your digital asset wallets and should not share your wallet credentials or seed phrase with any unauthorized party. We do not assume any responsibility for or liability to you in connection with your use of a wallet, and make no representations or warranties regarding how our Website will operate with any specific wallet. Any associated wallet is your sole responsibility, and we are not liable for any actions or omissions by you resulting from a compromised wallet. This Agreement does not create or impose any fiduciary duties on us.

17. Suspension.

(a) Your account will be suspended if we are unable to complete payment transactions for our Services. The suspended account will remain functional, but all service requests will be rejected for lack of funds and the execution of pending Services will be suspended. You will continue to incur charges in respect of your account. Suspension will end only upon settling all outstanding balances.

(b) We may suspend your access to your account in the event we have a reasonable basis to believe the use of your account violates applicable laws or is in violation of this Terms of Use.

(c) We may also suspend your access to your account for failure to run MEV-Boost and MEV-Share bots.

(d) Any termination of suspension may subject you to pay a reactivation fee based on our Price Plan [\[LINK TO PRICE PLAN\]](#).

18. Termination.

(a) We may terminate or suspend your access to all or part of the Website for any or no reason, including without limitation upon five (5) days written notice. Notwithstanding the foregoing, we shall terminate your access to your account immediately if: (i) you fail to cooperate or provide information on an investigation by a local, state or federal governmental agency; or you violate any provision of these Terms of Use, or breach any of your representations or warranties; (ii) your account is suspended for more than 30 days for failure to pay for any of our Services; your account activity violates any local, federal or state laws. After we terminate your access to your account, you will have 30 days to remove your data before we delete your account, (iii) for failure to transfer income specified in Section 14(o) herein.

(b) You may terminate and delete your account any time without giving any prior notice.

19. Electronic Communication.

(a) We or our affiliated entities, may be required to provide certain legal and regulatory disclosures, periodic statements and confirmations, notices, tax forms and other communications (collectively “Communications”) to you in written form. By agreeing to these Terms, you consent to Company delivering such Communications to you in electronic form, including e-mail. Consent for electronic delivery applies to every year the Communications are furnished. If you no longer have access to your account to receive the Communications in electronic format, then you may request the Communication in written form.

(b) You agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement such communications would satisfy if they were provided in writing. We will use reasonable efforts to honor any request you may have to opt out from receiving certain e-mails. With respect to these Terms of Use, you waive any rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent such waiver is not prohibited under applicable law.

20. Miscellaneous.

(a) Entire Agreement. These Terms of Use, together with the Privacy Policy, constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to the Website.

(b) No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

(c) Severability. In the event that any part of the Terms of Use is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

(d) Governing Law. These Terms are governed by the laws of Cayman Islands, without regard to any conflict of law principles.

(e) Arbitration. Any disputes or claims arising in connection with these terms, including questions related to its validity, existence, or termination, shall be conclusively and exclusively resolved through arbitration administered by the London Court of International Arbitration (LCIA) under its Rules. Any judgment rendered by the arbitrator(s) may be entered in any court with competent jurisdiction. The arbitration proceedings shall be conducted in English, and the seat of arbitration shall be located in the Cayman Islands. The parties shall keep the arbitration proceedings confidential and not disclose any information regarding the arbitration to any third party except as required by law. The LCIA may determine whether a single arbitrator or a three-member panel is necessary to resolve the dispute. The arbitrator(s) have the authority to provide any remedy or relief that a court of competent jurisdiction could award, including injunctive relief. Any decision or award rendered by the arbitrator(s) shall be final and binding, and any judgment may be entered in any court of competent jurisdiction. Each party is responsible for its own costs, expenses (including legal fees), and any other expenses incurred in connection with the arbitration proceedings.

(f) Class Action. YOU AND WE AGREE THAT THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION (INCLUDING WITHOUT LIMITATION OPT OUT CLASS ACTIONS OR OPT IN COLLECTIVE CLASS ACTIONS), OR IN A REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL CAPACITY ON BEHALF OF A CLASS OF PERSONS OR THE GENERAL PUBLIC. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY.

(g) Assignment. You acknowledge and agree that you may not assign, delegate, sub-contract or otherwise transfer your rights or obligations under the Terms. The Company may transfer, assign, delegate, sub-contract or otherwise transfer its rights and obligations under the Terms without notifying you or obtaining your consent.