

Krystal Terms of Use

Version 2.0

May 31, 2021

Please review these Terms of Use (the “Krystal Terms”) carefully, as they set forth legally binding terms and conditions that govern your use of the website located at <https://krystal.app/> (the “Website”) and the Krystal Mobile Application software (the “Krystal App” and together with the Website, “Krystal”), including related trademarks, software code, and other intellectual property (together, the “Krystal Services”).

By accessing or using the Krystal Services, you (the “User”) agree to these Krystal Terms on behalf of yourself and any entity you represent, and you represent and warrant that you have the right and authority to do so. You further represent and warrant that you are fully able and competent to enter into, and abide by and comply with, the Krystal Terms.

By accessing or using the Krystal Services and to the extent you are (a) an individual, you represent that you are of the legal age of majority in your jurisdiction as may be required to access and use the Krystal Services; and (b) a body corporate, you represent that you duly incorporated and in good standing in your jurisdiction of incorporation.

The Krystal App and the Website are both copyrighted works belonging to KYRD International Ltd. (“KYRD,” “Company,” “us,” “our,” and “we”). If you submit information, including personal information, through or in connection with the Krystal Services, it will be governed by the KYRD Privacy Policy, as updated from time to time, and available <https://files.krystal.app/privacy.pdf> (the “Privacy Policy”). You will be prompted to accept the Privacy Policy and these Krystal Terms before creating or importing a wallet and using the Krystal Services. You will be notified of material changes to the Privacy Policy and these Krystal Terms from time to time when you access the Krystal Services. You will be responsible, upon receiving such a notification to review the changes. Your continued use of the Krystal Services after receiving such a notification constitutes your acceptance of the changes. Should you not wish to accept any such changes, please do not use the Krystal Services.

1. Krystal

1.1 Krystal Functionality

Krystal is a mobile application and web-based software that is accessible locally on your mobile device or other internet connected device and provides the User the ability to view digital asset balances and manage, transfer, and swap digital assets, and to interact with certain third-party blockchain protocols or service providers (the “Supported Protocols”). The interaction with Supported Protocols is enabled by smart contracts developed by KYRD and published at Github at <https://github.com/KYRDTeam> (the “Krystal Smart Contracts”) and which have been deployed by KYRD and accessible directly from Krystal. A list of

Supported Protocols that may be accessed from Krystal is available on the Krystal App and the Website and may be updated from time to time.

A Krystal server maintained by KYRD will query Supported Protocols to determine the prices and rates available on the Supported Protocols, and that information will be presented to you through Krystal. You will be responsible for choosing a Supported Protocol and initiating any proposed transaction. You will also be responsible for determining and paying the gas fees and any other fees associated with each transaction on the Supported Protocols and consents to such fees being debited from your wallet at the time the transaction is processed.

We cannot provide any assurance that any particular blockchain protocol or service will remain a Supported Protocol for any length of time and we reserve the right to remove any blockchain protocol or service as a Supported Protocol at any time and for any reason or for no reason in our sole discretion.

For more information regarding the operation of Krystal, please see <https://krystal.app/>.

1.1.1 Non-Custodial. Krystal is non-custodial. You will remain in control of the digital assets stored in your wallet at all times and KYRD will never have custody of, or any control over, those digital assets. For the avoidance of doubt, you will at all times be responsible for securing the private key(s) necessary to sign transactions from the blockchain address(es) you choose to connect to Krystal and KYRD will not have access to, or take possession of, such private key(s) or otherwise have the ability to control the digital assets stored in your wallet.

1.2 Wallet Creation

The User will be required to either create a new wallet or import an existing wallet in order to use the Krystal Services. When you create a new wallet through the Krystal App, the wallet details will be stored on the device used to create the wallet. Once you have created a wallet, you will be provided with instructions to back up your wallet using private key or keystore or a seed phrase consisting of twelve (12) random words that should be written down on paper and safeguarded such that only you have access to the seed phrase. This private key, keystore, seed phrase will allow you to restore your wallet in the event you lose your device or forget your password.

The User may also import an existing wallet for use with Krystal by following the instructions provided in the Krystal App or on the Website. Once a wallet has been successfully imported, Krystal will display the data associated with that wallet to the User and allow you to use the Krystal Services.

The User may also be prompted to set and confirm a six-digit PIN that will be required in order to access Krystal.

It is your responsibility to maintain your seed phrase, private key, keystore and six-digit PIN, and to prevent others from obtaining them. If you lose your seed phrase, private key,

keystore, KYRD will not be able to restore access to your wallet and any assets affiliated with that wallet may be permanently lost. If anyone other than you obtain access to your device, six-digit PIN, and/or seed phrase/private key/keystore, and transfers any assets out of your wallet, KYRD will not be able to reverse the transfer and the assets may be permanently lost.

1.3 Krystal Smart Contracts

The Krystal Smart Contracts are publicly available software deployed by KYRD on one or more blockchain networks and directly accessible through such blockchain networks' nodes, or indirectly through Krystal. Because the Krystal Smart Contracts are deployed on one or more public blockchains, they may also be accessible through other smart contract decentralized applications ("dApps") now or in the future. Krystal provides a means of interacting with multiple blockchains and the Krystal Smart Contracts that is convenient and user-friendly. Krystal allows the User to read and display data associated with blockchain addresses on multiple blockchain networks for which that user controls the associated private key and to interact with the Krystal Smart Contracts by generating standardized transaction messages in order to engage in swap transactions using the Supported Protocols and/or to supply digital assets in Supported Protocols. With the necessary technical expertise, it is possible to generate transaction messages to interact with the Krystal Smart Contracts directly without use of Krystal in order to engage in swap transactions using the Supported Protocols or to supply digital assets in Supported Protocols to earn interest.

The Krystal Smart Contracts accessible through Krystal may be updated or altered from time to time in order to add new features and functionality, in response to forks, chain migrations, or other changes to the underlying blockchains, or in order to address security incidents or vulnerabilities.

1.4 Limited License

You are granted a nonexclusive, nontransferable, revocable, limited license to electronically access and use Krystal in the manner described in these Krystal Terms. You do not have the right to sublicense Krystal. We may revoke or terminate this license at any time if you use, or attempt to use, Krystal in a manner prohibited by these Krystal Terms, or if these Krystal Terms are terminated pursuant to Section 5 herein.

The Krystal Smart Contracts have been deployed subject to the Business Source License 1.1 ("BUSL-1.1") and are not subject to the limited license described above. For more information regarding the BUSL-1.1 License applicable to the Krystal Smart Contracts, please refer to the protocol documentation <https://github.com/KYRDTeam>. In addition, the Supported Protocols are available subject to their own separate licensing provisions.

1.5 Fees

KYRD may charge a transaction fee for each transaction executed through Krystal. These fees will be determined by KYRD, in its sole discretion, and will be payable in either the

source digital asset or the destination digital asset at the discretion of KYRD. KYRD will publish a fee schedule accessible on the Krystal App and the Website at <https://krystal.app/>.

2. Third Party Services

The Supported Protocols accessible using Krystal are third-party services. These services are not provided to the User by KYRD. Access to these third-party services is provided for your convenience only and does not constitute our approval, endorsement, or recommendation of any such third-party services for you. You access and use any third-party service based on your own evaluation of that service and at your own risk. You understand that your use of any third-party service is not governed by these Krystal Terms. If you decide to use a third-party service, you will be responsible for reviewing, understanding, and accepting the terms and conditions associated with the use of that third-party service and/or any other documentation governing its use. In addition, information concerning the rates available on these third-party services is presented to you via Krystal. We expressly disclaim all responsibility and liability in connection with your use of any third-party services, including with respect to the accuracy of the rate information obtained from such third-party services and presented to you via Krystal or the availability of any such rate at any given time. Our Privacy Policy does not apply to your use of a third-party service. Your use of a third-party service, including the Supported Protocols accessible using Krystal and the Krystal Smart Contracts, is subject to that third-party service's own terms of use and privacy policies.

3. Representations & Warranties

You make the following representations and warranties regarding your use of the Krystal Services:

3.1 You represent and warrant that you are legally permitted to use the Krystal Services in your jurisdiction, including that you are legally permitted to your own digital assets and interact with the Krystal Services you use. You further represent and warrant you are responsible for ensuring compliance with the laws of your jurisdiction in connection with your use of the Krystal Services and acknowledge that KYRD is not liable for your compliance or non-compliance with any such laws.

3.2 You represent and warrant that agreeing to the Krystal Terms and your use of the Krystal Services does not constitute, and that you do not expect it to result in, a breach, default, or violation of any applicable law or any contract or agreement to which you are a party or are otherwise bound.

3.3 You represent and warrant that you are not a person, entity controlled by a person, or entity identified on, or controlling a blockchain address identified on, a list of persons or blockchain addresses that have been specially designated, considered parties of concern, or blocked that is established and maintained by the United Nations, the European Union, or the Office of Foreign Asset Control of the United States Treasury Department.

3.4 You represent and warrant that you are not a resident of, or located in, or accessing and using the Krystal Services from any of the countries that are designated as high risk by the Financial Action Task Force, that are subject to embargoes or sanctions implemented by the United Nations, the European Union, or the Office of Foreign Asset Control of the United States Treasury Department, or are included on a list of jurisdictions not permitted to use the Krystal Services as determined by KYRD (each, a “Prohibited Jurisdiction”).

3.5 You represent and warrant that you will not, and will not attempt to, purchase, sell, rent, or give away access to your Krystal, create a wallet using a false identity or information, create a wallet on behalf of someone other than yourself, or otherwise engage in Prohibited Uses (as defined below) of Krystal.

3.6 You represent and warrant that you will not disrupt, interfere with, or otherwise adversely affect the normal flow of Krystal or otherwise act in a manner that may negatively affect other users' experience when using Krystal. This includes taking advantage of software vulnerabilities and any other act that intentionally abuses or exploits the design of Krystal.

3.7 You represent and warrant that you are sophisticated in using and evaluating blockchain technologies and related blockchain-based digital assets, including but not limited to the Ethereum network, smart contract systems, automated market making protocols, and automated lending protocols. Specifically, you represent and warrant that you have evaluated and understand the operation of Krystal and the Supported Protocols and have not relied on any information, statement, representation, or warranty, express or implied, made by or on behalf of KYRD with respect to the Supported Protocols.

3.8 All of the above representations and warranties are true, complete, accurate and not misleading from the time of your acceptance of the Krystal Terms and are deemed repeated each time you use the Krystal Services.

4. Prohibited Use

Users of the Krystal Services may not, directly or indirectly, engage in any of the following activities in connection with the use of services (“Prohibited Uses”):

4.1 A violation of any law, rule, or regulation of any jurisdiction that is applicable to you.

4.2 A violation or breach of the terms of these Krystal Terms or any other document from time to time governing the use of the Krystal Services.

4.3 Permit others to access the Krystal Services through your wallet or otherwise engage in transactions using the Krystal Services for any person other than the wallet owner.

4.4 Perform, or attempt to perform, any actions that would interfere with the normal operation of the Krystal Services or affect the use of the Krystal Services by other users.

4.5 Engage in, or knowingly facilitate, any fraudulent, deceptive, or manipulative transaction activity in any digital asset, including by engaging or participating in “front-running”, “wash trading”, “pump and dump schemes”, or similar activities.

4.6 Engage in, or knowingly facilitate, any money laundering, terrorist financing, or other illegal activities.

4.7 Access or attempt to access non-public KYRD systems, programs, data, or services.

4.8 Copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Krystal Services except as expressly permitted by applicable laws.

4.9 Reverse engineer or attempt to reverse engineer the Krystal Services except as expressly permitted by applicable law.

5. Termination

These Krystal Terms will remain in full force and effect for so long as you use the Krystal Services. We may suspend or terminate your rights to use the Krystal Services at any time for any reason at our sole discretion without prior notice, including for any use of the Krystal Services in violation of these Krystal Terms. Upon termination of your rights under these Krystal Terms, your right to access and use the Krystal Services will terminate immediately. KYRD will not have any liability whatsoever to you for any termination of your rights under these Krystal Terms, including for deleting your account or blacklisting any network address you provide to us. Even after your rights under these Krystal Terms are terminated, the following provisions of these Krystal Terms will remain in effect: 6, 7, 9, 10.

6. Disclaimers, Limitation of Liability & Waiver

6.1 Disclaimer. THE KRYSTAL SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND KYRD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE KRYSTAL SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE KRYSTAL SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

KYRD DOES NOT ENDORSE ANY OTHER THIRD PARTY AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY TRANSACTIONS YOU ENTER INTO WITH SUPPORTED PROTOCOLS OR ANY OTHER THIRD PARTY. YOU AGREE THAT KYRD WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY SORT INCURRED AS THE RESULT OF ANY INTERACTIONS BETWEEN YOU AND SUPPORTED PROTOCOLS OR ANY OTHER THIRD PARTY.

6.2 Limitation of Liability. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, INCLUDING LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOLLOWING LIMITATION MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KYRD BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE KRYSTAL SERVICES, EVEN IF KYRD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE KRYSTAL SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

KYRD SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR FAILURE TO KEEP YOUR PRIVATE KEYS OR LOGIN CREDENTIALS TO YOUR WALLET SECURE OR ANY OTHER UNAUTHORIZED ACCESS TO OR TRANSACTIONS INVOLVING YOUR KRYSTAL.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE KRYSTAL TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE AMOUNT OF TRANSACTION FEES PAID BY THE USER TO KYRD DURING THE PRECEDING TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

6.3 Indemnification. You agree to indemnify and hold KYRD (and its Affiliates, officers, employees, and agents) harmless, including costs and attorneys' fees, from any loss, claim or demand made due to or arising out of: (i) your use of the Krystal Services; (ii) your violation of these Krystal Terms; (iii) or your violation of applicable laws or regulations. KYRD or the relevant indemnified party reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to provide indemnification, and you agree to cooperate in the defense of these claims. You agree not to

settle any matter without the prior written consent of the relevant indemnified party or parties. KYRD will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6.4 Taxes. You are solely responsible for determining the tax implications and tax reporting requirements associated with transactions you engage in involving digital assets accessible through your Krystal, and for paying any applicable taxes in each applicable jurisdiction. KYRD is not responsible for determining whether there are tax implications in connection with transactions involving digital assets accessible through your Krystal, for reporting any such transactions, or for paying any applicable taxes.

6.5 Potential Risks Associated with use of Krystal and the Krystal Smart Contracts.

6.5.1. Like all software, Krystal and the Krystal Smart Contracts may be subject to exploits. We are not responsible for exploits that are not reasonably foreseeable. While we have taken a number of precautions to ensure the security of Krystal and the Krystal Smart Contracts, the technology is relatively new, and it is not possible to guarantee that the code is completely free from bugs or errors. You accept all risks that arise from using Krystal and the Krystal Smart Contracts, including, and not limited to, the risk of any funds being lost due to a failure or exploit of Krystal or the Krystal Smart Contracts. Before using any of the Krystal Services which rely on the Krystal Smart Contracts, it is your responsibility to review the Krystal Smart Contracts code or if you do not have expertise to conduct such code review, it is your responsibility to engage professionals to advise you on the same.

6.5.2. You are solely responsible for securing your login credentials and any device you use to access your Krystal. You understand that anyone who obtains your login credentials and access to your device may access your Krystal with or without your authorization and may transfer any digital assets accessible through your wallet.

6.5.3. The value of any digital asset, where value is attached to such an asset, may fluctuate. We make no guarantees as to the price or value of any digital asset on any secondary market. In addition, the rates available on Supported Protocols are accessible via Krystal. All such rates accessible via Krystal are published by the Supported Protocols and are expected to fluctuate continuously as the value of digital assets fluctuate. Some digital asset values are more volatile than others and rates associated with more volatile digital asset values are more likely to experience significant fluctuations. Accordingly, the rates displayed through Krystal may not be available through a Supported Protocol at the time you determine to enter into a transaction, notwithstanding that such rates are published by the Supported Protocols.

6.5.4. The following risks are associated with digital assets that may be stored in Krystal: the risk of losing private keys, theft resulting from third parties discovering your private key, value fluctuation of digital assets on the secondary market, disruptions to the blockchain networks caused by network congestion, lack of usability of, or loss of value with respect to, digital assets due to a hard fork or other disruption to the blockchain networks, or errors or

vulnerabilities in the smart contract code associated with a given digital asset or transactions involving digital assets. Transfers on a blockchain are likely irreversible. Once an instruction, signed by the required private key(s), to transfer a digital asset from one blockchain address to another has been executed it cannot be undone.

6.5.5. We may modify or discontinue support for Krystal or the Krystal Smart Contracts at any time. We reserve the right, at any time, in our sole discretion, to modify Krystal and the Krystal Smart Contracts.

6.5.6. In the event of a change to an underlying blockchain network, or other network disruption, resulting in a fork of the existing blockchain into one (or more) additional blockchains, Krystal and the Krystal Smart Contracts may not support activity related to any new digital assets created as a result of the fork. In addition, in the event of a fork, transactions on the network may be disrupted, including transactions involving the Krystal Smart Contracts.

6.5.7. We do not charge fees for using Krystal other than the transaction fees described in Section 1.5. However, blockchain networks charge fees for engaging in a transaction on the network. Those network transaction fees fluctuate over time depending on a variety of factors. You are solely responsible for paying network transaction fees associated with transactions you engage in using Krystal. You are also solely responsible for any other third-party fees that may be incurred in connection with your use of Krystal.

6.6 Waiver

6.6.1. You agree and acknowledge that KYRD and its Affiliates shall not be liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with your use of the Krystal Services.

For purposes of the Krystal Terms, “Affiliates” means persons or entities who directly or indirectly control, are controlled by, or are under common control with KYRD, or companies in which KYRD has an interest, including the owners, directors, officers, employees, advisors, agents of KYRD or such other entities.

6.6.2. You undertake not to initiate or participate, and waive the right to participate in, any class action lawsuit or a class wide arbitration against KYRD and/or its Affiliates.

6.6.3. By accepting the Krystal Terms, you waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against KYRD and/or its Affiliates in connection with your use of the Krystal Services.

7. Dispute Resolution

Subject always to Clause 6.6, any claim, suit, or dispute arising out of or in connection with these Krystal Terms, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration in accordance with the British Virgin Islands International Arbitration Center (“BVI IAC”) Arbitration Rules, before a panel of three (3) arbitrators. Each of the Parties hereby has the right to appoint an arbitrator, and the two (2) appointed arbitrators shall select the third arbitrator. The panel shall reach its decisions by a vote of a majority. Any claim shall be brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration and shall not be consolidated with the claim of any person who is not asserting a claim arising under or relating to this contract. The seat of arbitration shall be the British Virgin Islands and the language of any arbitration shall be English. Judgment on any award rendered by the arbitrators may be entered by any court of competent jurisdiction.

8. Electronic Communications

The communications between you and KYRD use electronic means, either through the Krystal App, Website, or electronic mail, or whether KYRD communicates through the Krystal App, posts notices on the Website, or communicates with you via email. For contractual purposes, you: (i) consent to receive communications from KYRD in any electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that KYRD provides to you electronically satisfy any legal requirement that would also be satisfied if such communications were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

9. Governing Law and Jurisdiction

These Krystal Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the British Virgin Islands. You agree that the courts of the British Virgin Islands shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) of these Krystal Terms, including to enforce the agreement to arbitrate as provided in Section 7.

The Krystal Services may not be appropriate or available for use in some jurisdictions. KYRD and its Affiliates and partners do not represent or warrant that the Krystal Services or any part thereof is appropriate or available for use in any particular jurisdiction other than the British Virgin Islands. In choosing to access the Krystal Services, you do so on your own initiative and at your own risk, and you are responsible for complying with all applicable local laws, rules and regulations.

10. General

10.1 Entire Terms. These Krystal Terms constitute the entire agreement between you and us regarding the use of the Krystal Services. The section titles in these Krystal Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation.”

10.2 Severability. If any provision of these Krystal Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Krystal Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.3 Relationship of the Parties. Nothing contained in these Krystal Terms will be deemed to be construed by the Parties or any third party as creating a partnership, an agency relationship or joint venture between the Parties or any of their respective employees, representatives, or agents.

10.4 Assignment. These Krystal Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without KYRD’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. KYRD may freely assign these Krystal Terms. The terms and conditions set forth in these Krystal Terms shall be binding upon assignees.

10.5 Changes. Unless otherwise required by applicable laws, these Krystal Terms are subject to occasional revision. You may receive notification of changes to these Krystal Terms from time to time, and you will be responsible for reviewing the changes. Your continued use of Krystal Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.6 Waiver. A waiver by KYRD of any right or remedy under these Krystal Terms shall only be effective if it is in writing, executed by a duly authorized representative of KYRD and shall apply only to the circumstances for which it is given. Our failure to exercise or enforce any right or remedy under these Krystal Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

10.7 Contact Information. You may contact us at any time regarding these Krystal Terms at support@krystal.app