



Jiko Technologies, Inc.
Jiko Securities, Inc.
Jiko Bank, a division of Mid-Central National Bank

Terms of Use

Revised December 14, 2020

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

Welcome! You are using a Service (defined below) through our Platform (defined below), which is owned and operated by Jiko Technologies, Inc., (“we,” “our,” or “us”), which makes available Services provided by us, our affiliates including Jiko Securities, Inc., and our partner Jiko Bank, a division of Mid-Central National Bank (“Jiko Bank”, and collectively, with us and our affiliates, “Jiko”). These Terms of Use (“Terms”) govern your use of any online service location (e.g., website or mobile app) that posts a link to these Terms (“Platform”), and also applies to all features, widgets, plug-ins, applications, content, downloads and other services that we make available, and/or that post or link to these Terms (collectively, the “Service”), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept our Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy. By using the Service, you further agree that we may change, alter, or modify the settings or configurations on your Device (defined below) in order to allow for or optimize your use of the Service.

If You Want to Use The Service, then carefully read these entire Terms, as they constitute a written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with the Terms and any Additional Terms (defined below) then posted. Therefore, do not use the Service if you do not agree.

In some other instances from time to time, both these Terms and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “Additional Terms”). As examples, Additional Terms may be included in the Jiko Securities, Inc. Brokerage Account Agreement, Jiko Bank Account Agreement, Jiko Solid™ Debit Card Agreement and Disclosure Statement, Business Continuity Plan Disclosure, Jiko U.S. Treasuries Risk Disclosures, and the Electronic Communications Disclosure Statement and Consent. The Additional Terms and Disclosures are available



during the registration process for the Service and are accessible in the Service. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

1. Service Content, Ownership, Limited License, and Rights of Others

A. Content. The Service contains a variety of: (i) materials and other items relating to Jiko and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including ours (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”).

B. Ownership. The Platform is owned and controlled by us and the Service (including past, present, and future versions) and the Content are owned or controlled by Jiko and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Platform is the property of Jiko or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. We own the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

C. Limited License. Subject to your strict compliance with these Terms and the Additional Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”) for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

D. Rights of Others. In using the Service, you must respect the intellectual property and other rights of Jiko and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.



2. Notices; Payments for Service

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notices on or within the Service, by push notification or in another reasonable manner; and (2) we may contact you by mail or e-mail sent to the address provided by you. You may opt out of receiving push notifications through your device settings. Please note that notwithstanding the Additional Terms, opting out of receiving push notifications will not terminate your Service, but may impact the benefit or use of the Service. You agree to promptly notify us if you change your e-mail or mailing address. All legal notices to us must be communicated by calling us toll free c/o of Jiko Technologies, Inc. at 1-833-333-JIKO (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810 or by mailing us at 2000 Allston Way, P.O. Box 327, Berkeley, CA 94701.

You understand and acknowledge that we may charge a subscription fee related to the use of the Service. Any such subscription fee and related payment terms will be disclosed to you during the registration process and as otherwise set forth in the Additional Terms.

3. Links By You to the Service

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with Jiko or cause any other confusion, and (c) the links and the content on your website do not portray Jiko or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to us. We reserve the right to suspend or prohibit linking to the Service for any reason, in our sole discretion, without advance notice or any liability of any kind to you or any third party.

4. Third-Party Sites; Advertisements; Dealings with Third Parties

A. Third-Party Content and Sites; Advertisements. The Service may contain third party plugins and/or applications, and/or links to third-party websites that are not owned, controlled or operated by Jiko, and the Service may also include links to third-party ads on the Service or otherwise, to or from third-party websites (collectively, "Third-Party Sites"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with Jiko. We may have no control over the content, operations, policies, terms, or other elements of Third-Party Sites, and we do not assume any obligation to review any Third-Party Sites. Jiko does not necessarily endorse, approve, or sponsor any Third-Party Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Jiko is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Sites. Jiko disclaims all liability in connection therewith.



B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Sites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Jiko disclaims all liability in connection therewith.

5. Dispute Resolution

Certain portions of this Section 5 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and we agree that we intend that this Section 5 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 5 can only be amended by mutual agreement.

A. First – Try To Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Service, the Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “Dispute”), or to any of our actual or alleged intellectual property rights (an “Excluded Dispute”, which includes those actions set forth in Section 5.D), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 5.A. Your notice to us must be sent to: Jiko Technologies, Inc. 2000 Allston Way, PO Box 327, Berkeley, CA 94701. For a period of sixty (60) days from the date of receipt of notice from the other party, we and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or we to resolve the Dispute or Excluded Dispute on terms with respect to which you and we, in each of our sole discretion, are not comfortable.

B. Forums For Alternative Dispute Resolution

(i) Arbitration. If we cannot resolve a Dispute as set forth in Section 5.A within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 5.B. If we cannot resolve an Excluded Dispute as set forth in Section 5.A within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration only if you and we consent, in a writing signed by you and an Officer or legal representative of ours, to have that Excluded Dispute subject to arbitration. In such a case, (and only in such a case), that Excluded Dispute will be deemed a “Dispute” for the remainder of this Section 5.B.

Upon expiration of the applicable sixty-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years’ experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA’s Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if we elect in our sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration



will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award. If you and we do not both consent to the arbitration of an Excluded Dispute as set forth in the immediately preceding paragraph of this Section 5.B(i), then this paragraph and the remainder of this Section 5.B will not apply to the Excluded Dispute.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of ours consent to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA: 800.778.7879

JAMS: 949.224.1810

<http://www.adr.org/>

<http://www.jamsadr.com/>

(ii) Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator must honor the terms of these Terms (and any Additional Terms) and can award the prevailing party damages and other relief (including attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Section 5 to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration, or to decline to do so and have the matter resolved through the courts. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator’s decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

C. Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN



YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 5.A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. The foregoing provisions of this Section 5 will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, and/or our intellectual property rights (including such we may claim that may be in dispute), our operations, and/or our products or services.

E. No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 5.B(i) holds that this restriction is unconscionable or unenforceable, then our agreement in Section 5.B to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 5.G.

F. Federal and State Courts in California. Except to the extent that arbitration is required in Section 5.B, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in San Francisco, California. Accordingly, you and we consent to the exclusive personal jurisdiction and venue of such courts for such matters.

G. Opt-Out Right. You may choose to opt out of arbitration, but only by following the process set forth below. If you do not wish to be subject to arbitration, then you must notify us in writing within sixty (60) calendar days of the date of these Terms at the following address: Arbitration Opt-Out, 2000 Allston Way, P.O. Box 327, Berkeley, CA 94701. Your written notice must include your name, address, social security number, and a statement that you wish to opt out of arbitration.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, Jiko Technologies, Inc., its affiliates, Jiko Bank and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “Jiko Parties”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to the Service. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions’ laws are applicable.

7. LIMITATIONS OF OUR LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY JIKO PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to the Service. The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Jiko Parties were advised of or should have known of the possibility of such



losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you. **EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JIKO PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID US IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.**

8. Waiver of Injunctive or Other Equitable Relief

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR ONE OF OUR LICENSORS.

9. Updates to Terms. These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted terms of service and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, and the e-mail you associated with your account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.



10. General Provisions

A. Our Consent or Approval. As to any provision in these Terms or any Additional Terms that grants us a right of consent or approval, or permits us to exercise a right in our “sole discretion,” we may exercise that right in our sole and absolute discretion. No consent or approval by us may be deemed to have been granted by us without being in writing and signed by one of our officers.

B. Applicable Law. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of California, without regard to its conflicts of law provisions.

C. Indemnity. You agree to, and you hereby, defend, indemnify, and hold Jiko Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys’ fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Jiko Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your use of the Service and your activities in connection with the Service; (ii) your breach or alleged breach of these Terms or any Additional Terms; (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (iv) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; and (v) any misrepresentation made by you (all of the foregoing, “Claims and Losses”). You will cooperate as fully required by Jiko Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Jiko Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Jiko Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Jiko Party.

D. Operation of Service; Availability of Products and Services; International Issues. We control and operate the Platform from its U.S.-based offices in the U.S.A., and we make no representation that the Platform or Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

E. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms or any



Additional Terms, the word will be deemed to mean “including, without limitation.” The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

F. Investigations; Cooperation with Law Enforcement; Termination; Survival. We reserve the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by us in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to us under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from us, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to us in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

G. Assignment. We may assign our rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Jiko.

H. No Waiver. Except as expressly set forth in these Terms or any Additional Terms, (i) no failure or delay by you or us in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.