



# Technology Platform Terms

[www.runne.io](http://www.runne.io)



# Technology Platform Terms

## 1. Introduction

These Terms and Conditions ("Terms") govern your use of our technology platform, which facilitates access to banking services, foreign exchange services, and virtual currency exchange services ("Services"). By accessing or using our Services, you agree to comply with and be bound by these Terms.

## 2. Company Overview

**2.1** RUNNE is a financial technology service provider. Runne Limited, is a company registered at ABM Chambers, PO Box 2283, Columbus Centre, Road Town, Tortola, British Virgin Islands ("RUNNE", "our", "us")

**2.2** RUNNE is neither a bank nor a financial institution. It operates as an intermediary between its clients and third-party qualified banks, custodians, and financial institutions ("Intermediary Counterparties"). RUNNE does not accept deposits, issue loans, or provide traditional banking service

## 3. Services and Terms

### 3.1 Services

RUNNE, either directly or through its affiliates or third-party service providers, will deliver the Services to the Customer in accordance with these Terms.

### 3.2 Provision of Platform for Payment Technology and Account Services

Throughout the duration of this agreement, RUNNE will host, maintain, and support the platform in its current form or any future form deemed appropriate by the Company. The Customer will have access to the platform to facilitate the Payment Technology Services and Account Services. The use of these services will



be governed by the general terms and any specific pricing terms applicable to each service.

### **3.3 Specific Payment Technology Services**

Certain services may be governed by specific terms and conditions outlined in the applicable pricing terms. If a particular service is not described within these specific terms, it will be governed by the general terms in this agreement.

### **3.4 Priority of Terms**

In cases where there is a conflict between the specific terms of a service (as described in the applicable pricing terms) and the general terms of this agreement, the specific terms related to that service will take precedence. However, all other terms in this agreement will remain applicable to services not specifically covered by those terms.

### **3.5 Acceptance of Terms**

By accessing or using any service described in the pricing terms, the Customer agrees to comply with all applicable terms outlined therein.

### **3.6 Updates to Terms via Platform**

RUNNE may periodically update these terms or the specific pricing terms. Such updates may be announced and implemented through the platform. The Customer must accept these updated terms before continuing to use the platform or any related services. If the terms related to a specific service are updated, those updated terms will override any conflicting terms in this agreement or the applicable pricing terms.

### **3.7 Service Modifications and Updates**

RUNNE reserves the right to modify the Services and the platform at any time, including adding or removing functionality or imposing conditions on the use of the Services. RUNNE may notify the Customer of significant changes but is not obligated to do so and will not be liable for any losses resulting from such modifications or lack of notice. If an update is necessary for continued use of the platform, RUNNE will provide notice, and the Customer must install the update by the specified deadline.

### **3.8 Subcontracting**

RUNNE may subcontract any part of its obligations under this agreement to third parties, including third-party service providers.

### **3.9 Jurisdictional Availability of Services**

Certain features or updates may be rolled out in different jurisdictions at different



times, potentially due to regulatory or business considerations. RUNNE will not be liable for any losses incurred by a Customer due to the timing or availability of such features or updates.

### **3.10 Beta Releases**

RUNNE may release certain updates to the platform in a beta (test) format ("Beta Release"), which may include features that are incomplete or contain bugs. Customers acknowledge the risks associated with Beta Releases and agree not to use them in a production environment unless they understand and accept these risks. Customers participating in Beta Releases agree to provide feedback and acknowledge that any improvements made based on this feedback are the sole property of RUNNE. The Company reserves the right to suspend or terminate access to any Beta Release at any time.

### **3.11 Support**

RUNNE will provide support to resolve general issues related to the Services through resources and documentation available on the platform or via designated support channels. Customers can contact support via [support@runne.io](mailto:support@runne.io) or via chat at <https://www.app.runne.io/support>

### **3.12 As-Is and As-Available**

The Services and platform are provided on an "AS IS" and "AS AVAILABLE" basis. Except as expressly stated as a warranty in this agreement, RUNNE disclaims all express and implied warranties, including warranties of fitness for a particular purpose, merchantability, and non-infringement. RUNNE is not liable for any losses arising from unauthorized access, hacking, or the Customer's failure to implement security measures.

### **3.13 Limitation of Liability**

RUNNE and its affiliates are not liable for any losses, damages, or costs resulting from:

- (a) The Customer's improper use of the Services;
- (b) Unauthorized access to the Company's servers or data;
- (c) Service interruptions or stoppages;
- (d) Bugs, viruses, or harmful code transmitted through the Services;
- (e) Errors, inaccuracies, or omissions in data;
- (f) Content
- (g) Defamatory, offensive, or illegal conduct by others.



## **4. Eligibility**

### **4.1 Customer Eligibility**

The Services are only available to Customers that meet the following criteria:

- (a) **Business Entities:** Must be a validly subsisting business entity in its country of incorporation, including corporations, partnerships, joint ventures, sole proprietorships, non-profit organizations, and other entities used to conduct business.
- (b) **Natural Persons:** Must be a natural person not resident in the United States, Canada, the European Union, or any other jurisdiction not listed on our Restrictions list available at: <https://www.app.runne.io> who has reached the age of majority, is legally permitted to enter into contracts, and possesses the legal capacity to do so.

### **4.2 Principal Capacity**

The Customer represents that they are acting on their own behalf as a principal and not on behalf of any other person or entity unless prior written approval has been provided by RUNNE in its sole discretion.

## **5. Restrictions**

### **5.1 Prohibited Actions**

The Customer agrees not to, and not to enable any third party, directly or indirectly, to:

- (a) Circumvent technical limitations of the Services, enable prohibited functionality, or access non-public systems, programs, data, or services;
- (b) Act as a service bureau or pass-through agent for the Services without adding value;
- (c) Reverse engineer the Services or platform;
- (d) Engage in illegal, fraudulent, deceptive, or harmful activities;
- (e) Interfere with the normal operation of the Services or platform, or affect other users' use;
- (f) Copy, reproduce, republish, upload, post, transmit, resell, or distribute any part of the Services or platform, except as expressly permitted by RUNNE.



## 5.2 Acknowledgment and Compliance

By entering into this agreement, the Customer acknowledges the eligibility requirements and restrictions, and always represents and warrants compliance with them.

## 6. Customer Responsibilities

### 6.1 General Responsibilities

The Customer acknowledges that it is solely responsible for ensuring compliance with all applicable laws in relation to the use of the Services, regardless of the intended use, and for refraining from engaging in or attempting any prohibited transactions.

### 6.2 Specific Responsibilities

To facilitate the provision of Services by RUNNE, the Customer shall adhere to the following:

- (a) Due Diligence and Operating Procedures: The Customer shall:
  - (i) Provide all information requested by RUNNE for purposes such as account setup, onboarding, and compliance with anti-money laundering (AML), know your customer (KYC), know your business (KYB), counter-terrorism financing, sanctions screening, or any other legal requirements as determined by RUNNE or its suppliers.
  - (ii) Conduct reasonable due diligence on each recipient before submitting a payment transaction request, including verifying the intended use of funds.
  - (iii) Promptly respond to any requests for information from RUNNE, particularly when such information is necessary for RUNNE to fulfil its obligations under this agreement.
  - (iv) Provide all documentation, data, and other information as reasonably requested by RUNNE to enable the performance of its obligations.
  - (v) Understand that RUNNE may be required to perform its own due diligence on the Customer or the recipient as part of the transaction processing, and shall provide all requested due diligence information accordingly.
- (b) Security and Fraud Policy: The Customer agrees to comply with RUNNE's security and fraud policies, which may be updated from time to time. The Customer must adhere to any policy changes within a commercially



reasonable period, and no later than 90 days from receiving notice of the changes.

- (c) **Customer Credentials:** The Customer is responsible for maintaining the confidentiality and security of user IDs, passwords, or other access credentials ("Credentials") used to access the platform or any other system provided by RUNNE. The Customer will be held accountable for all activities conducted using these Credentials and must immediately notify RUNNE if the Credentials are lost, compromised, or misused.
- (d) **Record Keeping:** RUNNE may maintain records related to all payment transactions and recipients associated with these transactions. These records may include copies of relevant due diligence documents and data, such as KYC, KYB, and AML information, in various formats (hardcopy, electronic, or otherwise).

### **6.3 Responsibilities of Regulated Entities**

If the Customer is a regulated financial institution or a regulated intermediary, the Customer is solely responsible for filing any suspicious activities reports (SARs) or equivalent filings with their respective regulators. RUNNE assumes no responsibility for such regulatory obligations.

## **7. Fees**

### **7.1 Fees Payable**

The fees for the Services shall be in accordance with the terms set out in this agreement. The Customer is required to pay RUNNE the fees specified herein. If the fees for the Services have not been explicitly agreed upon in writing by the effective date of this agreement, or if they are not consistent with the terms outlined in this agreement, RUNNE's standard fees will apply.

### **7.2 Obligation to Pay**

The Customer is obligated to pay all fees owed to RUNNE under this agreement, regardless of any other provisions contained herein.

### **7.3 Fee Revisions**

RUNNE reserves the right to modify the fees at any time. If the fees for a Service currently in use by the Customer are revised, RUNNE will provide at least 30 days' notice before the new fees take effect.



#### **7.4 Customer Costs**

The Customer is responsible for covering all costs associated with the implementation, integration, and use of the Payment Technology Services, including but not limited to costs related to fulfilling the Customer's responsibilities under this agreement.

#### **7.5 Non-Refundable Fees**

All fees paid under this agreement are non-refundable, except when a payment transaction is cancelled by the Customer before the processing of the transaction begins.

#### **7.6 Unpaid Accounts**

RUNNE reserves the right, acting reasonably, to liquidate any and all assets in the Customer's account(s) to cover any unpaid fees and expenses.

### **8. Term**

#### **8.1 Initial Term**

This agreement takes effect on the Effective Date and shall have an initial term of one (1) year (the "Initial Term") unless terminated by either Party in accordance with the terms herein.

#### **8.2 Automatic Renewal**

This agreement shall automatically renew for additional one (1) year terms unless terminated in accordance with Section 9.

### **9. Termination and Suspension**

#### **9.1 Termination or Amendment of Services**

RUNNE reserves the right to modify, suspend, or discontinue all or part of the Payment Technology Services at any time, with or without notice, for reasons including:

- (a) Regulatory changes;
- (b) Technical or technological changes;
- (c) Availability of third-party service providers.





## **9.2 Termination by Either Party**

Either party may terminate this agreement for any reason by providing written notice at least 20 business days before the effective termination date. The provisions of this agreement shall continue to apply until the end of the notice period.

## **9.3 Obligations upon Termination**

Upon termination, the following obligations apply:

- (a) RUNNE shall complete all authorized Payment Transactions before the termination becomes effective; (b) The Customer shall pay all fees associated with completed Payment Transactions;
- (b) RUNNE shall return any remaining Customer funds held by qualified partners, less any fees owed, within 10 business days after the completion of the Payment Transactions, provided that the Customer has provided a valid account or digital wallet address for the return of such funds.

## **9.4 Suspension of Services**

RUNNE may immediately suspend Services if:

- (a) The Customer's use violates any applicable law or regulation;
- (b) Continued provision of the Services may result in legal violations or non-compliance with regulatory requirements;
- (c) A government authority or third-party service provider requires or directs RUNNE to do so;
- (d) The Customer fails to update to the latest version of the platform as recommended or required by RUNNE;
- (e) The Customer fails to provide timely responses to requests for information, including but not limited to, Customer Information, user information, or any other information deemed relevant by RUNNE;
- (f) The Customer breaches any provision of this agreement or any other agreement between the parties;
- (g) The Customer enters into any insolvency proceeding, including but not limited to, bankruptcy, reorganization, receivership, or liquidation;
- (h) RUNNE believes that the Customer is engaged in business practices or activities that present an unacceptable risk to RUNNE or any third party, in RUNNE's sole discretion;
- (i) RUNNE believes, in its sole discretion, that the Customer's use of the Services:
  - (i) Is or may be harmful to RUNNE or any third party;

- (ii) Presents an unacceptable level of credit risk;
- (iii) Increases, or may increase, the rate of fraud observed by RUNNE;
- (iv) Degrades, or may degrade, the security, stability, or reliability of the Services, the platform, or any third party's systems (e.g., the Customer's involvement in a distributed denial of service attack);
- (v) Facilitates, or may facilitate, illegal or prohibited transactions; or
- (vi) Is or may be otherwise unlawful.

## **9.5 Effect of Suspension**

In the event of a suspension of Services, RUNNE may, at its sole discretion, reinstate access to the Services once the underlying cause of the suspension has been resolved to RUNNE's satisfaction. However, RUNNE is not obligated to reinstate Services or lift the suspension if it deems the risk to be ongoing or unresolved.

## **9.6 Survival of Obligations**

Upon termination of this agreement, all provisions that by their nature should survive termination, including but not limited to, confidentiality, indemnification, limitation of liability, and governing law, shall remain in effect.

# **10. Dispute Resolution**

## **10.1 Negotiation**

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

## **10.2 Arbitration**

If the parties do not reach such a solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by binding arbitration in Vancouver, conducted in English, under the rules of the International Centre for Dispute Resolution Canada (ICDR Canada). The arbitration shall be conducted by a single arbitrator. The decision of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction.



### **10.3 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of British Columbia, Canada without regard to its conflict of laws principles.

## **11. Confidentiality**

### **11.1 Confidential Information**

Each party acknowledges that during the term of this agreement, it may receive or have access to confidential and proprietary information ("Confidential Information") of the other party. Each party agrees to maintain the confidentiality of such information and not to disclose it to any third party without the prior written consent of the disclosing party, except as required by law or as necessary to perform its obligations under these Terms.

### **11.2 Exclusions**

Confidential Information does not include information that:

- (a) is or becomes public knowledge through no breach of this agreement;
- (b) is received from a third party who lawfully acquired it and made it available without any obligation of confidentiality;
- (c) was already known to the receiving party before receipt from the disclosing party; or
- (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

## **12. Intellectual Property**

### **12.1 Ownership**

All intellectual property rights in and to the platform, the Services, and any related software or documentation are and shall remain the exclusive property of RUNNE or its licensors. Nothing in this agreement shall be construed as transferring any rights or ownership in or to any intellectual property from RUNNE to the Customer.

### **12.2 License**

RUNNE grants the Customer a non-exclusive, non-transferable, revocable license



to access and use the platform and the Services solely for the purpose of conducting business in accordance with these Terms. This license does not include any rights to modify, copy, distribute, reverse engineer, or create derivative works of the platform or the Services.

### **12.3 Feedback**

Any feedback, suggestions, or ideas provided by the Customer regarding the platform or the Services may be used by RUNNE without any obligation to compensate the Customer. RUNNE is free to use, disclose, reproduce, license, or distribute such feedback as it sees fit.

## **13. Data Protection**

### **13.1 Data Collection and Use**

RUNNE may collect and use data related to the Customer's use of the Services in accordance with RUNNE's Privacy Policy. The Customer consents to such data collection and use and agrees to comply with all applicable data protection laws and regulations.

### **13.2 Security**

RUNNE shall implement reasonable technical and organizational measures to protect the Customer's data against unauthorized access, loss, or disclosure. However, the Customer acknowledges that no security measures are completely foolproof and that RUNNE cannot guarantee absolute security.

### **13.3 Data Breach Notification**

In the event of a data breach that affects the Customer's data, RUNNE shall promptly notify the Customer and take appropriate steps to mitigate the breach and prevent further unauthorized access.

## **14. Use of Digital Assets**

### **14.1 Digital Asset Transactions**

The Customer acknowledges that RUNNE has no control over the blockchains and markets where Digital Assets are bought, sold, or traded. Consequently, RUNNE



makes no representations or warranties regarding potential losses incurred during the trading of Digital Assets or the privacy of such transactions.

RUNNE assumes no liability for any funds sent to an incorrect wallet. Digital Assets held by RUNNE's qualified custodians on behalf of the Customer will be segregated from those held on behalf of other Customers, and they will not be reflected on RUNNE's balance sheet as assets of RUNNE. RUNNE will maintain detailed records of all Digital Assets sent and received through the Customer's Digital Asset account.

#### **14.2 Compliance with Regulations**

RUNNE, being based outside of the European Union and the United Kingdom, is not required to comply with the Markets in Crypto-Assets Regulation (MICAR) or with the Consumer Duty.

Furthermore, RUNNE does not provide digital asset services as defined by the Financial Conduct Authority (FCA) in the United Kingdom.

### **15. Account Management**

#### **15.1 Restricting Customer's Account**

RUNNE reserves the right to decline, delay, freeze, or reverse an account transaction, restrict access to the Customer's account, or remove funds from the Customer's account pending an investigation to protect the Customer, RUNNE, or its affiliates, or to comply with applicable laws. This may occur under circumstances such as:

- (a) The Customer's account having a zero balance for 90 consecutive days;
- (b) The Customer's account being inactive for 12 months;
- (c) The Customer breaching these terms;
- (d) The Customer's account being involved in legal proceedings;
- (e) RUNNE receiving conflicting information about the ownership, control, or activity of the Customer's accounts;
- (f) RUNNE suspecting that the Customer is a victim of fraud, scam, or financial exploitation;
- (g) RUNNE suspecting that the transaction or account activity may involve illegal activity or fraud.



## **15.2 Replacement Accounts**

RUNNE may transfer the Customer's account information to a replacement financial institution, resulting in the creation of a new account. RUNNE may also request the current financial institution to cancel and replace the Customer's account if RUNNE believes it is necessary for the Customer's security. RUNNE will not be liable for any costs, losses, or damages incurred by the Customer as a result of such actions.

## **15.3 Third-Party Services**

Services provided by a designated financial institution, including direct customer accounts, are the responsibility of the financial institution, not RUNNE. RUNNE does not make any representations or warranties regarding these services and shall not be liable for any expenses, losses, or damages related to the financial institution or the services it provides.

## **15.4 Use of Intermediaries**

Depending on the transaction, the Customer may send funds either to a custodial account or a direct account at a designated financial institution. In either case, the Customer's funds will be held by the designated financial institution on the Customer's behalf.

## **15.5 Custodial Accounts**

If the Customer utilizes a custodial account provided by RUNNE or its licensed subsidiaries or third-party partners, RUNNE will create a separate notional account for the Customer, and the terms applicable to such accounts will govern. The Customer agrees to be bound by these terms.

## **15.6 Direct Accounts**

If a custodial account cannot be used for any reason, the Customer will set up a direct account at a designated financial institution approved by RUNNE. The Customer acknowledges and agrees that:

- (a) The Customer will enter into necessary agreements with the designated financial institution to authorize RUNNE to act as the Customer's agent for completing payment services.
- (b) The Customer may not use payment services until the direct account is open and the necessary agreements are executed.
- (c) The Customer will ensure that the agreements remain in effect throughout the term of this agreement.
- (d) If any agreement expires or is terminated, the Customer will cease using



the payment services until the agreement is reinstated or an alternative arrangement is made.

- (e) RUNNE is not responsible for the account services provided by the designated financial institution or for any related actions, except as described in this agreement.

## **16. Foreign Currency Transactions**

### **16.1 Foreign Currency Payments**

If the Customer requests a payment transaction in a foreign currency, RUNNE will determine the required amount of local currency, including conversion rates and fees, and will require the Customer to provide sufficient funds in local currency. RUNNE may, through intermediaries, exchange local currency into foreign currencies or digital assets to achieve the best exchange rate and delivery time.

### **16.2 Refunds of Payment Funds**

If a payment is declined or cannot be completed due to factors beyond RUNNE's control, the Customer may:

- (a) Request a refund, and RUNNE will attempt to recover the funds from the recipient's financial institution.
- (b) Direct RUNNE to deliver the funds to an alternate recipient, with the terms of this agreement applying to the new transaction.

In either case, the Customer is responsible for all related transaction fees.

### **16.3 Refunds in Local Currency**

If a refund is successful after the payment funds have been converted into a foreign currency, RUNNE will facilitate the conversion back into local currency at the prevailing exchange rate. The Customer is responsible for any conversion fees.

## **17. Tax Reporting Obligations**

### **17.1 Tax Compliance**

The Customer is responsible for providing documentation and assisting RUNNE in fulfilling tax-related obligations, including filing, reporting, and disclosure



requirements imposed by governmental authorities. This may include providing tax identification forms, filing necessary documents, and ensuring compliance with applicable tax laws.

### **17.2 Withholding by RUNNE**

If RUNNE determines that the Customer is subject to tax withholdings or if RUNNE becomes aware of inaccurate information, RUNNE may cooperate with financial institutions and governmental authorities to withhold and remit the required amounts. The Customer agrees that RUNNE is authorized to withhold and remit these amounts and to file any necessary reports.

### **17.3 Customer's Responsibility for Taxes**

The Customer is responsible for determining their tax liability related to their account and for timely reporting and remitting all taxes due.

### **17.4 Notification of Tax Changes**

The Customer must promptly notify RUNNE of any changes related to their tax affairs and provide all information requested to comply with applicable laws.

### **17.5 No Interest on Funds**

The Customer is not entitled to earn interest on funds held in their account, and no interest will be paid by RUNNE.

## **18. Reversals and Account Numbers**

### **18.1 Reversals**

The Customer may request the reversal of an erroneous or duplicate transaction by contacting RUNNE. RUNNE will make reasonable efforts to process the reversal in accordance with applicable laws and regulations.

### **18.2 Account Numbers for Wire Transfers**

When sending or receiving wire transfers, RUNNE will provide specific bank account details for use with third parties. Funds will not be available to the Customer until RUNNE receives them into the specified account.

### **18.3 Reversal or Chargeback**

The Customer acknowledges that funds received via wire transfer may be subject to reversal or chargeback. RUNNE may deduct the received amount from the





Customer's account if the transaction is cancelled or reversed by the payor or any relevant service provider. If the transaction is cancelled or refused, RUNNE will return the funds to the originating bank account.

## **19. Access to Services and Support**

### **19.1 Portal Access**

The Customer can access RUNNE services through the main portal available at <https://www.app.runne.io>

The Customer is responsible for ensuring adequate access to these portals and must notify RUNNE if access issues arise. The Customer can communicate with the RUNNE team through various electronic means, including encrypted messaging, email, and other secure channels.

### **19.2 Response Times**

RUNNE will make commercially reasonable efforts to meet the following response times for support tickets:

- Critical issues: 1 hour response, 24/7 availability.
- Medium issues: 8 hours response during regular business hours.
- Low issues: 24 hours response during regular business hours.

### **19.3 Exclusions**

Response time targets do not apply to maintenance windows, emergency maintenance, customer-requested interruptions, or any use of the platform that is inconsistent with the supported environment including any downtime or service unavailability due to outages/delays directly originating from our partnered or outsourced 3rd parties, banks, or custodians.

### **19.4 Measurement of Outages**

Outage measurements will be conducted according to specified procedures. Tests conducted by or on behalf of the Customer will not be recognized by RUNNE as valid criteria for measuring service availability.

### **19.5 Maintenance Downtime**

Scheduled maintenance will not exceed 24 hours in any calendar month unless previously agreed. RUNNE reserves the right to conduct unscheduled maintenance



if necessary to protect system security or integrity. RUNNE will provide 24 hours' notice when possible and will restore service as quickly as feasible. Unscheduled maintenance will be counted as maintenance downtime.

## **20. Payment of Fees**

### **20.1 Included Fees**

Fees quoted by RUNNE include all fees charged by RUNNE' parties, including foreign exchange fees. However, additional fees may be charged by recipient parties.

The Customer is responsible for these fees, as well as any fines imposed by intermediaries or recipient parties.

### **20.2 Confiscation of Funds**

The Customer acknowledges that intermediaries, recipient parties, or governmental authorities may confiscate payment funds if legally authorized. RUNNE is not responsible for such actions or any resulting losses.

## **21. Miscellaneous**

### **21.1 Entire Agreement**

These Terms, together with any documents incorporated by reference, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, understandings, negotiations, or representations, whether oral or written.

### **21.2 Amendments**

RUNNE reserves the right to modify these Terms at any time. Any changes will be communicated to the Customer through the platform or via email. The Customer's continued use of the Services following such modifications constitutes acceptance of the new terms.

### **21.3 Assignment**

The Customer may not assign or transfer any rights or obligations under this agreement without the prior written consent of RUNNE.



RUNNE may assign its rights and obligations under this agreement without the Customer's consent, provided that such assignment does not affect the Customer's rights under this agreement.

#### **21.4 Waiver**

No waiver of any term or condition of these Terms shall be construed as a further or continuing waiver of such term or condition or any other term or condition. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof.

#### **21.5 Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

#### **21.6 Force Majeure**

RUNNE shall not be liable for any delay or failure to perform its obligations under this agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, government actions, or interruptions in power, communications, or transportation systems.

#### **21.7 Notices**

All notices under this agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or emailed to the respective party's address specified in this agreement or as updated by written notice to the other party.

#### **21.8 Amendment of Terms**

RUNNE reserves the right to amend these Terms and Conditions at any time. RUNNE will inform the Customer of such amendments within 30 calendar days from the date of the amendment.

#### **21.9 Regulatory and Licensing Information**

Details of RUNNE's regulatory and licensing status can be found at <https://www.app.runne.io>

The Customer is encouraged to review this information regularly.



#### **21.10 Notification of API Changes**

**RUNNE will notify the Customer of any changes to its publicly available API documentation and resources within 30 calendar days of such changes.**

#### **21.11 Maintenance of Contact Information**

The Customer is responsible for ensuring that their contact details with RUNNE are accurate and up to date at all times. The Customer must promptly notify RUNNE of any changes to their contact information.

**Runne Limited  
ABM Chambers,  
PO Box 2283,  
Columbus Centre,  
Road Town,  
Tortola,  
British Virgin Islands  
contact@runne.io**

#### ***Acknowledgment***

***By using the Services, and/or signing-up to use the Services through signing our Main Account Terms and Conditions you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.***