

Minimus Website Terms of Use

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Welcome to [Minimus website](#) (together with its subdomains, Content, Marks, and services, the “**Website**”). Please read these Terms of Use carefully before using the Website. By accessing or using the Website, you expressly acknowledge that you have read, understood, and agree to be bound by these Terms, including our Privacy Policy, which is incorporated herein by reference (the “**Terms**”); the date of such acceptance, is the “**Effective Date**”. These Terms constitute a legally binding agreement between you and Minimus Inc. (“**Minimus**”, “**we**”, “**our**”, or “**us**”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms, please do not access or use the Website.

If you are using the Website on behalf of a company, organization, or other legal entity (collectively, “**Company**”), you represent and warrant that you have the authority to bind the Company to these Terms. In such a case, the terms “you” and “your” will refer to both you as an individual and the Company. If you do not have such authority, or if you do not agree with these Terms, you must not use the Website on behalf of the Company.

1. **Modification.** We reserve the right, at our discretion, to modify these Terms at any time. Such modification will be effective thirty (30) days following posting of the revised Terms on the Website, and your continued use of the Website thereafter means that you accept those modifications.
2. **Ability to Accept.** The Website is only intended for individuals aged thirteen (13) years or older. If you are under 13 years, please do not visit or use the Website. If you are between 13 and 18 years of age, then you must review these Terms with your parent or guardian before visiting or using the Website to make sure that you and your parent or guardian understand these Terms and agree to them.
3. **Website Access.** For such time as these Terms are in effect, we hereby grant you a personal, limited, non-exclusive, non-assignable, non-sublicensable, revocable right to access and use the Website solely for your own personal and non-commercial use, and provided that you comply with these Terms. Except for the foregoing right, we do not grant you any right or licenses to any of our or a third party's intellectual property right. Your access to and use of the Community Edition Images is governed separately by, and subject to the additional and controlling terms of, Section 15 (Community Edition Images); for the terms and conditions applicable to the Community Edition Images, please see Section 15. You may not access or use the Website if you are located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive US sanctions, or if you are identified on any US government denied-party or sanctions list.
4. **Restrictions.** As a condition to your right to access and use the Website, you shall not (and shall not permit or encourage any third party to) do any of the following: (a) copy or reproduce the Website; (b) sell, assign, lease, lend, rent, distribute, or make available the Website to any third party, or otherwise offer or use the Website in a time-sharing, outsourcing, or service bureau environment; (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of the Website; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Website; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Website; (f) make a derivative work of the Website, or use the Website to develop any service or product that is the same as (or substantially similar to or competitive with) the Website; (g) publish or transmit any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Website; (i) take any action that imposes or may impose (at our sole discretion) an unreasonable or disproportionately large load on the Website infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of the Website; (j) use the Website for competitive purposes, and/or on behalf of any person or entity that competes with the activities, services, or products offered by Minimus, including but not limited to utilizing the Website to receive information, data, or insights for the development or enhancement of competing services or products; (k) engage in any activity that may excessively burden or disrupt the functioning of the Website or its supporting systems; (l) impersonate another person or entity or use a deceptive identity to mislead others about who you are or who you acting on behalf of; and/or (m) use the

Website in any manner that is otherwise malicious, illegal or fraudulent; and/or (n) use the Website to infringe, misappropriate or violate any third party's Intellectual Property Rights (as defined below), or any law.

5. **Data Provisions and Account Creation.** In order to use some of the services of the Website, you may have to provide some data and create an account (“**Account**”). You agree to provide only accurate, lawful, and non-infringing data or content that you have the lawful right to provide. You will not violate any applicable laws or infringe on third party rights when providing data to the Website. You agree not to create an Account for anyone else or use the account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you hereby agree: (a) to keep your Account password secure; and (b) not to misappropriate the identity of individuals, groups, or organizations or use a fake identity when creating an Account. You must notify Minimus immediately of any breach of security or unauthorized use of your Account. As between you and Minimus, you are solely responsible and liable for the data and content you provide to the Website, and for any activity that occurs in connection with your Account.
6. **Linking.** We permit you to link to the Website provided that: (i) you link to (but do not replicate) any page on this Website; (ii) the hyperlink text shall accurately describe the Content as it appears on the Website; (iii) you shall not misrepresent your relationship with Minimus or present any false information about us, and shall not imply in any way that we are endorsing you or any services or products, unless we have given you our express prior consent by us to do so; (iv) you shall not link from a website which prohibits linking to third parties; (v) the website from which you link to the Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any Intellectual Property Rights; and/or (vi) you, and your website, comply with the Terms and applicable law.
7. **Intellectual Property Rights.**

7.1. **Ownership.** The (i) Website, (ii) content and information on the Website, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, links, interactive features, and services (collectively, the “**Materials**”, also referred to herein as the “**Content**”), and (iii) the trademarks, service marks, trade names, service names, trade dress, symbols, brands, and logos contained therein (“**Marks**”), excluding only the third-party and open-source software components incorporated into the Community Edition Images (which are owned by their respective authors and contributors and governed by Section 15 and their applicable license terms), are the sole property, including Intellectual Property Rights of Minimus and/or its licensors and may be protected by intellectual property rights laws and treaties. “Minimus”, Minimus’ logo, and other marks that are Marks of Minimus or its affiliates. All other marks used or appearing on the Website are the marks of their respective owners. We reserve all rights not expressly granted in and to the Website. These Terms do not transfer any Intellectual Property Rights of Minimus and/or its licensors. For the avoidance of doubt, Minimus claims no ownership of, and asserts no Intellectual Property Rights in, the third-party and open-source software components incorporated into the Community Edition Images, which remain the property of their respective authors and contributors as described in Section 15.11. Minimus does, however, retain all right, title, and interest in and to the Website and all other Content and Marks created by or on behalf of Minimus, including without limitation the hardening, security configurations, build and packaging artifacts, layer structure, metadata, and other modifications, enhancements, and value-added elements that Minimus contributes to or layers upon the Community Edition Images.

“**Intellectual Property Rights**” means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) in and to technology and other intellectual property, and includes without limitation patents, copyright and similar authorship rights, personal rights (such as moral rights, rights of privacy, and publicity rights), architectural, building and location (and similar geography-based) rights, mask work rights, trade secret and similar confidentiality rights, design rights, industrial property rights, trademark, trade name, trade dress and similar branding rights, as well as: (a) all applications, registrations, renewals, extensions,

continuations, continuations-in-part, divisions or reissues of the foregoing rights; and (b) all goodwill associated with the foregoing rights.

- 7.2. Feedback.** If Minimus receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Website (collectively, "**Feedback**"), all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to Minimus and such shall be considered Minimus's Confidential Information. You hereby irrevocably and unconditionally transfer and assigns to Minimus all Intellectual Property Rights you have in such Feedback and waives any and all moral rights that you may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Minimus at its sole discretion provided. Without derogating from the above Minimus in no way shall be obliged to make use of the Feedback.
- 7.3. Use of Content.** Content on the Website is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent by Minimus. If you download or print a copy of the Content, you must retain all copyright and other proprietary notices contained therein. In any event you wish to use, publish, copy, distribute, transmit, broadcast, display or otherwise exploit such Content, please be in touch with us at legal@minimus.io in order to receive our written consent.
- 8. Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Website is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.
- 9. Third Party Content.** The Website may present, or otherwise allow you to view, access, link to, and/or interact with, content from third parties and other sources that are not owned or controlled by us (such Content, "**Third Party Content**"). The Website may also enable you to communicate with the related third parties. The display or communication to you of such Third-Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of such Third-Party Content or third party, or by such third party of us, and nor any affiliation between us and such third party. We do not assume any responsibility or liability for Third Party Content, or any third party's terms of use, privacy policies, actions, omissions, or practices. Please read the terms of use and privacy policy of any third party that you interact with before you engage in any such activity.
- 10. Privacy.** We will use any personal information that we may collect or obtain in connection with the Website in accordance with our privacy policy which is available [here](#). You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.
- 11. Warranty Disclaimers**
1. This section applies whether or not the services provided under the Website are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.
 2. THE WEBSITE (WHICH, FOR CLARITY, INCLUDES WITHOUT LIMITATION CONTENT AND MARKS) IS PROVIDED AND MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, QUALITY OF SERVICE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY US AND OUR LICENSORS AND SUPPLIERS. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS.

3. IN ADDITION, NEITHER MINIMUS, NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE WEBSITE; (B) THAT YOUR USE OF, OR RELIANCE UPON, THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY GOVERNMENT REGULATIONS OR STANDARDS
4. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, MINIMUS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE WEBSITE.

12. Limitation of Liability

12.1. IN NO EVENT SHALL MINIMUS OR ANY OF OUR LICENSORS OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THESE MINIMUS WEBSITE TERMS OF USE, FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS; (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

12.2. THE AGGREGATE LIABILITY OF MINIMUS UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS SHALL NOT EXCEED THE LOWER OF: (A) FIVE U.S. DOLLARS (US \$5), OR (B) THE AMOUNTS ACTUALLY PAID BY YOU (IF ANY) TO MINIMUS DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU BRING YOUR CLAIM.

12.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF MINIMUS HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT OR TORT LIABILITY.

12.4. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations shall not apply. Furthermore, nothing in these Terms shall be deemed to exclude or limit liability for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.

13. Indemnity. You agree to defend, indemnify and hold harmless Minimus and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Website; (ii) breach of any provision of these Terms.

14. Term and Termination

14.1. These Terms commence on the Effective Date and shall continue in full force and effect until terminated in accordance herewith.

14.2. We reserve the right to immediately terminate these Terms, or otherwise modify, suspend or discontinue your access to and use of the Website (or any part thereof), for any reason whatsoever, at any time, and without notice or obligation to you, and you agree that Minimus shall have no liability to you or any third party for any such termination, modification, suspension, or discontinuance. Without derogating from the above, in case of a breach of these Terms by you, Minimus reserves the right to suspend your access to the Website and its services temporarily until such breach is cured, or indefinitely if deemed to be permitted by Minimus. Suspension may occur without prior notice and is at our sole discretion.

- 14.3. You may terminate these Terms at any time and for any reason. If you object to any term or condition of these Terms or any subsequent changes thereto, or become dissatisfied with the Website in any way, your sole remedy is to terminate these Terms and to immediately discontinue use of the Website.
- 14.4. Upon termination of these Terms your right to access and use the Website will automatically terminate and be deemed revoke. Sections 7 (Intellectual Property Rights) through 16 (General) inclusive shall survive any termination of these Terms. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

15. Community Edition Images.

- 15.1. Scope; Rider and Order of Precedence. This Section applies solely to the Community Edition Images and governs your access to and use of them. "Community Edition Images" or "CE Images" means the container, software, or related images that Minimus makes available free of charge through the Minimus registry (the "**Registry**"). This Section operates as a rider to these Terms with respect to CE Images: in the event of any conflict or inconsistency between this Section and any other provision of these Terms as applied to CE Images, this Section shall control and prevail. Except as expressly modified by this Section with respect to CE Images, all other provisions of these Terms remain in full force and effect.
- 15.2. License Grant. Subject to your continued compliance with these Terms, Minimus grants you a limited, non-exclusive, royalty-free, worldwide license to download , use, modify, and distribute the CE Images for any lawful purpose, including incorporating the CE Images (in whole or in part, modified or unmodified) into your own products and services and distributing them, whether or not for a fee, to your end users and customers, and to sublicense such use to those end users and customers solely to the extent necessary for their use of your products and services. Notwithstanding the limitation in Section 3 to personal and non-commercial use, and the restrictions in Section 4, your use of CE Images is permitted to the extent expressly authorized under this Section and any applicable open-source license. Except for this license, no right or interest in or to any CE Images, the Registry, or any Minimus or third-party intellectual property is granted.
- 15.3. As-Is Basis. ALL CE IMAGES AND RELATED MATERIALS IN THE REGISTRY ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MINIMUS DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 15.4. No Security Warranty. THE TERM "HARDENED" DESCRIBES THE SECURITY CONFIGURATION APPLIED BY MINIMUS AT THE TIME OF BUILD AGAINST KNOWN VULNERABILITIES AS OF THAT DATE. IT DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY THAT ANY CE IMAGE IS FREE FROM VULNERABILITIES, FIT FOR ANY SECURITY PURPOSE, OR COMPLIANT WITH ANY REGULATORY OR CERTIFICATION REQUIREMENT. MINIMUS DOES NOT WARRANT THAT CE IMAGES WILL REMAIN CURRENT, PATCHED, OR SECURE AFTER DISTRIBUTION.
- 15.5. No Support or SLA. CE Images are provided without technical support, service level commitments, or guaranteed patching timelines. Minimus may, at its sole discretion, apply security updates, patches, or new versions to paid tier subscribers before or instead of CE Images.
- 15.6. Your Responsibility; No Reliance. You are solely responsible for evaluating, testing, scanning, and validating the suitability and security of any CE Image before any use, and for your use of, and reliance upon, any CE Image. The entire risk arising out of the use of the CE Images remains with you.
- 15.7. Limitation of Liability (Community Edition). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MINIMUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY CE

IMAGE, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM SECURITY INCIDENTS, DATA LOSS, OR SYSTEM FAILURES, EVEN IF MINIMUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MINIMUS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF YOUR USE OF CE IMAGES SHALL NOT EXCEED ONE HUNDRED US DOLLARS (\$100).

- 15.8. Export Control and Sanctions. The CE Images may be subject to the export control and sanctions laws and regulations of the United States (including the U.S. Export Administration Regulations and regulations administered by the U.S. Office of Foreign Assets Control) and other jurisdictions. You represent, warrant, and covenant that: (a) you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive sanctions; (b) you are not identified on any restricted-party, denied-person, or sanctions list; (c) you will not access, download, use, export, re-export, or transfer any CE Image in violation of such laws; and (d) you will not provide any CE Image to any prohibited end user or for any prohibited end use (including any use related to weapons of mass destruction or military or intelligence end uses where prohibited). You acknowledge that the CE Images are made available through a publicly accessible Registry and that compliance with applicable export control and sanctions laws is your responsibility.
- 15.9. Acceptable Use; Distribution Restrictions. You shall not: (a) re-distribute, sell, or make available any modified CE Image in a manner that represents or implies that it is provided or endorsed by Minimus; or (b) use any robot, spider, scraper, or other automated means to access the Registry in a manner that imposes an unreasonable burden on Minimus's infrastructure. Access to the Registry via programmatic or automated means, including any API or container runtime client, is subject to these Terms. Minimus may impose rate limits on Registry access at any time without notice. Any automated access that imposes an unreasonable burden on Registry infrastructure or circumvents access controls is prohibited.
- 15.10. Right to Modify or Withdraw. Minimus may, at any time and in its sole discretion, modify, suspend, or discontinue the CE Images, the Community Edition offering, or access to the Registry (in whole or in part), with or without notice, and Minimus shall have no liability to you or any third party for any such modification, suspension, or discontinuance.
- 15.11. Open-Source Software. The CE Images may include or be accompanied by third-party or open-source software components that are licensed under their own license terms. To the extent of any conflict between such third-party or open-source license terms and these Terms with respect to the applicable component, the third-party or open-source license terms shall govern that component. Copyright in those components belongs to their respective authors and contributors. Minimus claims no copyright ownership over third-party components. For copyright and attribution information for any included component, refer to the relevant upstream project repository.
- 15.12. Indemnity. You agree to defend, indemnify, and hold harmless Minimus and our affiliates, and our respective officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (i) your access to, download, use, modification, or distribution of any CE Image; or (ii) your violation of any applicable export control, sanctions, or import laws or regulations. This indemnity is in addition to, and does not limit, the indemnity set forth in Section 13.
- 15.13. Flow-Down to Downstream Recipients. If you redistribute any CE Image, or incorporate any CE Image into your own products or services and make it available to any end user, customer, or other third party (each, a "**Downstream Recipient**"), you shall ensure that such distribution is subject to terms that, with respect to the CE Images: (a) disclaim all warranties on an "as is" and "as available" basis at least as protective of Minimus and its licensors and suppliers as the disclaimers in Sections 15.3 (As-Is Basis) and 15.4 (No Security Warranty); (b) exclude and limit the liability of Minimus and its licensors and suppliers to at least the same extent as Section 15.7 (Limitation of Liability (Community Edition)); and (c) prohibit the Downstream Recipient from making any representation, warranty, or commitment on

behalf of, or that purports to bind, Minimus. You shall not make any representation, warranty, or guarantee regarding any CE Image on behalf of Minimus. The disclaimers and limitations in this Section 15 are intended to benefit, and may be invoked by, Minimus and its licensors and suppliers with respect to any Downstream Recipient. You will indemnify Minimus for any claim by a Downstream Recipient to the extent arising from your failure to comply with this Section 15.13.

15.14. Trademarks. All product names, logos, and marks shown in the Registry, other than those belonging to Minimus, are owned by their respective rights holders and appear here only to identify the open-source software each image contains. Minimus claims no ownership of those marks and implies no affiliation with, endorsement by, certification by, or sponsorship of any rights holder.

16. General

16.1. Independent Contractors. You and Minimus are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Minimus. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Minimus.

16.2. Assignment. Minimus may assign or transfer these Terms (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. You shall not assign or transfer (or in any other way transfer) these Terms (or any of your obligations or rights hereunder) without Minimus' express prior written consent. Any prohibited assignment or transfer shall be null and void.

16.3. Governing Law and Jurisdiction. These Terms (including without limitation its validity and formation) shall be governed by, and construed in accordance with, the laws of the State of New York, USA without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to these Terms and are hereby disclaimed. Subject to Section 16.4 (Arbitration; Class Action Waiver), the competent courts of the city of New York, NY, shall have exclusive jurisdiction with respect to any dispute or action that is not subject to arbitration under Section 16.4, including any action to compel arbitration, to enforce or vacate an arbitral award, or to seek the injunctive, equitable, or small-claims relief carved out under Section 16.4.

16.4. Arbitration; Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

16.4.1. Agreement to Arbitrate. You and Minimus agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Website (including the Registry and the CE Images), whether based in contract, tort, statute, or otherwise (a "**Dispute**"), shall be resolved exclusively by final and binding individual arbitration, rather than in court, except as set out in subsection 16.4.3. This agreement to arbitrate is governed by the Federal Arbitration Act.

16.4.2. Arbitration Procedure. The arbitration shall be administered by the American Arbitration Association ("**AAA**") under its Consumer or Commercial Arbitration Rules then in effect, as applicable. The seat of arbitration shall be New York, New York, and the arbitration shall be conducted in English. The arbitrator shall have exclusive authority to resolve any Dispute, including any question as to the arbitrability of a Dispute, except that a court shall decide whether the Class Action Waiver in subsection 16.4.4 is enforceable.

16.4.3. Exceptions. Notwithstanding the foregoing, either party may: (i) bring an individual claim in a small-claims court of competent jurisdiction; and (ii) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of its Intellectual Property Rights or breach of confidentiality, without first engaging in arbitration.

- 16.4.4. Class Action Waiver. YOU AND MINIMUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not preside over any form of a class or representative proceeding.
- 16.4.5. Mass Arbitration. If 25 or more similar claims are asserted against Minimus by or with the assistance of the same or coordinated counsel, the claims shall be administered in staged batches of no more than 50 claims at a time, with the parties cooperating in good faith to assign and resolve them efficiently; any applicable limitations period shall be tolled for claims awaiting their batch.
- 16.4.6. Severability. If the Class Action Waiver in subsection 16.4.4 is found to be unenforceable as to a particular Dispute or claim for relief, then that Dispute or claim (and only that Dispute or claim) shall be severed from the arbitration and brought in the courts identified in Section 16.3, while all other Disputes shall remain subject to arbitration. If any other provision of this Section is found unenforceable, the remainder of this Section shall continue in effect.
- 16.4.7. Opt-Out. You may opt out of this arbitration agreement by sending written notice to legal@minimus.io within thirty (30) days of first accepting these Terms; if you opt out, the Dispute provisions of Section 16.3 will govern.
- 16.5. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of these Terms shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 16.6. Remedies. Except as may be expressly stated otherwise in these Terms, no right or remedy conferred upon or reserved by any party under these Terms is intended to be, or shall be deemed, exclusive of any other right or remedy under these Terms, at law or in equity, but shall be cumulative of such other rights and remedies.
- 16.7. Waiver. No failure or delay on the part of any party in exercising any right or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by Minimus, the writing must be duly signed by an authorized representative of Minimus), and shall be valid only in the specific instance in which given.
- 16.8. Entire Agreement. These Terms represent the entire agreement between Minimus and you with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and Minimus with respect to such subject matter. You acknowledge and agree that in entering into these Terms you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in these Terms; for example, statements and explanations in any FAQs or other marketing material on the Website are for convenience only, and are not binding or a part of these Terms.