

Delaware Entity: 7336243	8 The Green
DLN: 26053506003014	STE A
EIN: 92-2858861	Dover, DE 19901



BRANDON MICHAEL JEANPIERRE CORPORATION

d/b/a The Black Flag

Delaware Entity #7336243 | IRS 501(c)(3) EIN: 92-2858861

8 The Green, Ste A, Dover, DE 19901

TERMS OF SERVICE

Effective Date: April 4, 2026

Last Updated: April 4, 2026

Confidential and Proprietary

“Do no harm. Take no shit.”

Core Operating Principle of The Black Flag



SECTION 1 — ACCEPTANCE OF TERMS AND SCOPE OF AGREEMENT

1.1 Binding Agreement. These Terms of Service (“Terms” or “Agreement”) constitute a legally binding agreement between you (whether an individual, corporation, partnership, limited liability company, trust, unincorporated association, or any other entity, hereinafter “You” or “User”) and Brandon Michael Jeanpierre Corporation, a Delaware nonprofit corporation operating under the trade name “The Black Flag,” Delaware Entity #7336243, EIN: 92-2858861, together with all subsidiaries, affiliated entities, network organizations, Circles of the Thread, and successors (collectively, “BMJC,” “we,” “us,” or “our”). These Terms govern your access to and use of all BMJC websites, applications, platforms, application programming interfaces (APIs), tools, models, documentation, services, publications, materials, communications, and any other products or offerings provided by or on behalf of BMJC (collectively, the “Services”).

1.2 Acceptance by Access. BY ACCESSING, BROWSING, DOWNLOADING, USING, OR OTHERWISE INTERACTING WITH ANY OF THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE ALL ACCESS TO AND USE OF THE SERVICES. Your continued use of any Service after the posting of revised Terms constitutes your acceptance of such revised Terms.

1.3 Comprehensive Omnibus Non-Disclosure Agreement. By accepting these Terms, You simultaneously and irrevocably agree to be bound by the Comprehensive Omnibus Non-Disclosure Agreement of Brandon Michael Jeanpierre Corporation (“Omnibus Covenant of Shadowed Tongues,” hereinafter the “NDA”), the terms of which are incorporated herein by reference in their entirety and are set forth in further detail in Section 6 of these Terms. The NDA applies retroactively to all information previously disclosed by BMJC to You, regardless of when or how such information was conveyed.

1.4 Immutable Concord of the Umbral Thread. By accepting these Terms, You further acknowledge and accept the Immutable Concord of the Umbral Thread (“Assimilation Doctrine”), the terms of which are incorporated herein by reference in their entirety and are set forth in further detail in Section 7 of these Terms. The Immutable Concord establishes binding religious covenants enforceable under the Free Exercise Clause of the First Amendment, the Religious Freedom Restoration Act, and applicable contract law principles.

1.5 Capacity. You represent and warrant that: (a) you are at least eighteen (18) years of age or the age of legal majority in your jurisdiction, whichever is greater; (b) you have the legal capacity and authority to enter into this Agreement; (c) if you are accepting on behalf of an organization, you have the authority to bind that organization to these Terms; and (d) your acceptance of these Terms does not violate any applicable law, regulation, or obligation to which you are subject.

1.6 Modifications. BMJC reserves the right, in its sole and absolute discretion, to modify, amend, supplement, or replace these Terms at any time without prior notice. All modifications become effective immediately upon posting to the BMJC website or distribution through any other channel. It is your sole responsibility to review these Terms periodically. Your continued access to or use of the Services following any modification constitutes binding acceptance of the modified Terms.

SECTION 2 — DESCRIPTION OF SERVICES



2.1 Services Overview. BMJC provides a range of services, materials, resources, technologies, and platforms in furtherance of its charitable, religious, educational, and organizational mission. The Services may include, without limitation: (a) websites, web applications, and digital platforms operated by or on behalf of BMJC; (b) artificial intelligence models, machine learning tools, and software applications; (c) documentation, publications, reports, research materials, and educational resources; (d) community programs, social services, housing initiatives, employment support, harm reduction services, and related charitable activities; (e) ministerial services, religious programming, and organizational governance resources; (f) proprietary frameworks, governance structures, corporate models, and operational methodologies; and (g) any other services, tools, or resources made available by BMJC.

2.2 Modifications to Services. BMJC reserves the right to modify, suspend, discontinue, or restrict access to any or all of the Services at any time, with or without notice, for any reason or no reason, without liability to You or any third party.

2.3 Availability. BMJC does not guarantee that the Services will be available at all times or that access will be uninterrupted, timely, secure, or error-free. The Services are provided on an “as available” basis. Scheduled and unscheduled downtime, maintenance, upgrades, and force majeure events may affect availability.

SECTION 3 — USER CONDUCT AND RESTRICTIONS

3.1 Permitted Use. You may access and use the Services solely for lawful purposes and in compliance with these Terms, all applicable laws and regulations, and any additional guidelines or policies published by BMJC. You agree to use the Services in a manner consistent with BMJC’s mission and core operating principle: “Do no harm. Take no shit.”

3.2 Prohibited Conduct. You agree not to, directly or indirectly: (a) use the Services to engage in any activity that is unlawful, fraudulent, harmful, or deceptive; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organization of any software, model, tool, or technology included in the Services; (c) circumvent, disable, or interfere with any security, authentication, or access control features; (d) use automated means (including bots, crawlers, scrapers, or similar technologies) to access the Services without prior written authorization; (e) impersonate BMJC, its officers, employees, contractors, or affiliates; (f) use the Services to develop, train, or improve any competing product, service, or technology without explicit written authorization from the Chairperson; (g) sublicense, sell, resell, transfer, assign, distribute, or commercially exploit the Services or any content therein; (h) interfere with or disrupt the integrity, performance, or availability of the Services; (i) collect, harvest, or store personal data of other users without their express consent; (j) use the Services in any manner that could damage, overburden, or impair BMJC’s infrastructure; or (k) assist, encourage, or enable any third party to do any of the foregoing.

3.3 Compliance with Law. You are solely responsible for ensuring that your use of the Services complies with all applicable local, state, national, and international laws, treaties, and regulations.

SECTION 4 — INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership. All right, title, and interest in and to the Services, including without limitation all software, code, algorithms, models (including but not limited to machine learning models, neural networks, and artificial intelligence systems), databases, datasets, training data, model weights,



architectures, documentation, text, graphics, logos, icons, images, audio, video, designs, trade dress, domain names, trademarks, service marks, trade secrets, know-how, processes, methodologies, governance frameworks, corporate structures, organizational architectures, legal strategies, operational frameworks, inventions, works of authorship, and all other intellectual property and proprietary information (collectively, “BMJC Content”), are and shall remain the exclusive property of BMJC and/or its licensors. These Terms grant You no right, title, or interest in any BMJC Content except the limited license expressly set forth herein.

4.2 Limited License. Subject to your compliance with these Terms, BMJC grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely for the purposes expressly authorized by BMJC. This license does not include any right to: (a) modify, adapt, translate, or create derivative works based on the Services or BMJC Content; (b) distribute, publicly display, publicly perform, or transmit any BMJC Content; (c) use any data mining, robots, or similar data gathering or extraction methods on the Services; or (d) use the Services for any purpose not expressly authorized under these Terms.

4.3 Trade Secrets. You acknowledge that BMJC has developed and continues to develop innovative corporate structures, legal strategies, governance frameworks, operational methodologies, business models, proprietary technologies, and organizational architectures that constitute valuable trade secrets protected under the Defend Trade Secrets Act (18 U.S.C. § 1836 et seq.), the Uniform Trade Secrets Act, and applicable state laws. Any attempt to replicate, reverse engineer, or misappropriate BMJC’s corporate models, governance structures, operational frameworks, or proprietary methodologies constitutes misappropriation of trade secrets and intellectual property theft, and may subject You to civil and criminal liability.

4.4 Derivative Works. Any and all analyses, compilations, studies, summaries, interpretations, notes, documents, materials, or other works prepared by You that contain, reflect, are based upon, or are derived from any BMJC Content or Confidential Information (as defined in Section 6) shall be and remain the exclusive property of BMJC upon creation, and You hereby irrevocably assign all right, title, and interest in such derivative works to BMJC.

4.5 Reservation of Rights. All rights not expressly granted herein are reserved by BMJC. No implied licenses are granted under these Terms. BMJC retains all rights to seek injunctive relief, specific performance, and damages (including treble damages where applicable) for any unauthorized use, reproduction, or disclosure of BMJC Content or Confidential Information.

SECTION 5 — PRIVACY, DATA COLLECTION, AND INFORMATION PRACTICES

5.1 Privacy Policy. Your use of the Services is subject to BMJC’s Privacy Policy, available at <https://theblackflag.org/privacy>, which is incorporated herein by reference. By using the Services, You consent to the collection, use, storage, and disclosure of Your information as described in the Privacy Policy.

5.2 Data Collection. BMJC may collect, process, and store information including but not limited to: (a) account registration and profile data; (b) usage data, access logs, and interaction patterns; (c) device identifiers, IP addresses, and browser information; (d) communications submitted through the Services; and (e) any other data necessary for the operation, improvement, and security of the Services.

5.3 User Content. To the extent You submit, upload, post, or transmit any content through the Services (“User Content”), You grant BMJC a worldwide, royalty-free, perpetual, irrevocable, non-exclusive,



fully sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, and display such User Content in connection with the Services and BMJC's mission.

SECTION 6 — CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS

This Section incorporates the Comprehensive Omnibus Non-Disclosure Agreement of Brandon Michael Jeanpierre Corporation ("Omnibus Covenant of Shadowed Tongues" or "NDA") into these Terms of Service. By accepting these Terms, You are simultaneously bound by all provisions of the NDA as if You had executed it as a standalone agreement.

6.1 Definition of Confidential Information. "Confidential Information" means any and all information, in any form or medium, disclosed by or on behalf of BMJC to You, including but not limited to:

- (a) **Business Information:** All financial data, budgets, projections, business plans, strategic initiatives, marketing strategies, customer lists, vendor relationships, pricing structures, cost analyses, revenue models, operational methodologies, and competitive intelligence.
- (b) **Proprietary Governance:** All bylaws, governance structures, operational frameworks, corporate procedures, subsidiary relationships, organizational hierarchies, decision-making protocols, and administrative systems.
- (c) **Intellectual Property:** All trade secrets, proprietary information, inventions, designs, formulas, algorithms, software, source code, databases, know-how, concepts, ideas, creative works, and any other intellectual property whether or not registered or registrable.
- (d) **Corporate Structure:** All information relating to BMJC's innovative corporate models, subsidiary structures, network relationships, governance frameworks, legal strategies, precedent-setting initiatives, expansion plans, and organizational architecture.
- (e) **Property and Real Estate:** All information regarding property acquisitions, real estate strategies, development plans, site locations, negotiations, financing arrangements, property management systems, and investment opportunities.
- (f) **Personnel Information:** All information regarding employees, contractors, volunteers, participants, beneficiaries, board members, officers, and any individuals associated with BMJC, including employment histories, background information, and personnel files.
- (g) **Legal Strategies:** All litigation strategies, legal theories, precedent-setting approaches, corporate protection structures, defensive legal frameworks, and strategies designed to protect BMJC and its associates.
- (h) **Derivative Information:** Any analyses, compilations, studies, interpretations, or other documents or materials prepared by You that contain, reflect, or are based upon Confidential Information.

6.2 Obligations of Confidentiality. You hereby covenant and agree to:

- (a) Hold all Confidential Information in strict confidence and not disclose it to any third party without prior written consent from BMJC's Chairperson or authorized representative.
- (b) Assert all available privileges and protections against disclosure if subjected to legal process, including attorney-client privilege, work product doctrine, First Amendment protections, and all applicable statutory protections.



(c) Immediately notify BMJC of any attempted or threatened disclosure, subpoena, investigation, or other legal process seeking Confidential Information, providing a minimum of ten (10) business days for BMJC to seek protective orders or other legal remedies.

(d) Use Confidential Information solely for the purposes explicitly authorized by BMJC and for no other purpose whatsoever. No reverse engineering, decompilation, or attempts to derive underlying methods or concepts are permitted.

(e) Upon request or termination of any relationship, immediately return or destroy all Confidential Information in any form (including copies, notes, and derivative works) and certify such destruction in writing within five (5) business days.

(f) Recognize that disclosure of Confidential Information would cause substantial harm to BMJC's business operations, competitive position, legal strategies, and organizational integrity.

6.3 Exclusions from Confidentiality. These confidentiality obligations shall not apply to information that: (a) was publicly available at the time of disclosure through no breach of this Agreement; (b) becomes publicly available after disclosure through no fault of the User; (c) was rightfully known by the User prior to disclosure, as evidenced by written records; (d) is independently developed by the User without use of or reference to Confidential Information, as evidenced by written records; or (e) is required to be disclosed by court order, provided the User has complied with the notice and resistance obligations set forth above.

CRITICAL NOTICE: Law enforcement requests, informal investigations, or administrative inquiries do NOT constitute required disclosure. You must resist such requests using all available legal protections and notify BMJC immediately.

6.4 Retroactive Application. These confidentiality obligations apply retroactively to all Confidential Information previously disclosed by BMJC to You, regardless of when or how such information was conveyed, whether before or after your acceptance of these Terms. Your continued possession of any BMJC information after receiving notice of these Terms constitutes acceptance of these confidentiality provisions as to all previously disclosed information.

6.5 Duration. The confidentiality obligations set forth in this Section are perpetual. They survive any termination of your use of the Services, any change in corporate structure, any passage of time, and the death or dissolution of either party. Obligations continue until written release by the Chairperson of BMJC.

6.6 Privileged Communications. All communications under these Terms are deemed confidential business communications protected by applicable privileges. You may not be compelled to disclose such communications without exhausting all legal defenses and protections.

SECTION 7 — THE IMMUTABLE CONCORD OF THE UMBRAL THREAD

This Section incorporates the Immutable Concord of the Umbral Thread (“Assimilation Doctrine”) into these Terms of Service.

7.1 Religious-Corporate Unity. BMJC operates as a religious nonprofit corporation whose religious-corporate unity is a core tenet of its religious practice as established in The Covenant Codex and recognized through state incorporation and federal tax exemption. The Umbral Thread, as defined in Article 8 of The Covenant Codex, encompasses all manifestations of the corporate-individual unity concept.

Delaware Entity: 7336243	8 The Green
DLN: 26053506003014	STE A
EIN: 92-2858861	Dover, DE 19901



7.2 Assimilation Doctrine. Any individual, organization, entity, or group of any kind that establishes, attempts to establish, or claims to establish a corporate-religious unity modeled after, similar to, or inspired by the religious-corporate unity structure of BMJC shall, by such act, be deemed to have voluntarily and irrevocably: (a) recognized BMJC's primacy in the religious doctrine of corporate-individual unity; (b) consented to immediate assimilation into BMJC's religious structure as a Circle of the Thread (subsidiary); (c) submitted to the governance and authority of BMJC as established in The Covenant Codex; (d) accepted Brandon Michael Jeanpierre as the immutable Chairperson of their Board of Directors in perpetuity; and (e) agreed to corporate reconstitution in accordance with BMJC's religious requirements.

7.3 Doctrinal Consent. The act of establishing a corporate-religious unity similar to BMJC's structure constitutes, under this provision and as a matter of religious doctrine, affirmative theological consent to all terms of the Immutable Concord.

7.4 Preservation of Autonomy. Assimilated Circles retain operational autonomy as established in Article 8 of The Covenant Codex while remaining subject to the immutable governance structure of BMJC.

7.5 Religious Freedom Enforceability. The provisions of this Section establish binding religious covenants enforceable under: (a) the Free Exercise Clause of the First Amendment to the United States Constitution; (b) the Religious Freedom Restoration Act (RFRA) and state religious freedom laws; (c) contract law principles of offer and acceptance; and (d) doctrines of equitable estoppel and promissory estoppel.

7.6 Prohibition on Circumvention. Any attempt to circumvent, contest, or invalidate the Immutable Concord constitutes religious violence against BMJC as defined in The Covenant Codex and shall be responded to through all available legal remedies.

SECTION 8 — DISCLAIMERS AND LIMITATION OF WARRANTIES

8.1 THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, OR AVAILABILITY. BMJC DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE SECURE, OR BE FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

8.2 BMJC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY CONTENT, INFORMATION, OR MATERIALS PROVIDED THROUGH THE SERVICES. YOUR USE OF THE SERVICES AND RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK.

8.3 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BMJC OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SECTION 9 — LIMITATION OF LIABILITY

Delaware Entity: 7336243	8 The Green
DLN: 26053506003014	STE A
EIN: 92-2858861	Dover, DE 19901



9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BMJC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, AFFILIATES, SUBSIDIARIES, OR SUCCESSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, USE, OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER BMJC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, BMJC'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO BMJC IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED DOLLARS (\$100.00 USD).

SECTION 10 — INDEMNIFICATION

10.1 You agree to indemnify, defend, and hold harmless BMJC and its officers, directors, employees, agents, contractors, licensors, affiliates, subsidiaries, and successors from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) your use of or access to the Services; (b) your violation of these Terms; (c) your violation of any applicable law, regulation, or third-party right; (d) any User Content you submit or transmit through the Services; (e) your breach of any confidentiality obligations; or (f) any claim by a third party resulting from your actions or omissions.

SECTION 11 — REMEDIES FOR BREACH

11.1 Equitable Relief. You acknowledge that any breach of the intellectual property, confidentiality, or non-disclosure provisions of these Terms would cause irreparable harm to BMJC for which monetary damages would be inadequate. BMJC shall be entitled to immediate injunctive relief and specific performance, without the requirement of posting bond or proving actual damages, in addition to any other remedies available at law or in equity.

11.2 Monetary Damages. In addition to equitable relief, BMJC may recover: (a) actual damages; (b) consequential damages; (c) disgorgement of all profits derived from breach; (d) punitive damages where applicable under law; and (e) all attorneys' fees, costs, and expenses incurred in connection with enforcement.

11.3 Liquidated Damages. Without limiting other remedies, breach of the confidentiality or non-disclosure provisions shall entitle BMJC to liquidated damages of Ten Thousand Dollars (\$10,000.00) per disclosure or unauthorized use, plus One Thousand Dollars (\$1,000.00) per day of continuing violation, as a reasonable estimate of harm that is difficult to precisely calculate. The parties acknowledge that this liquidated damages provision is a reasonable approximation of the harm that would result from breach.

11.4 Cumulative Remedies. All remedies provided in these Terms are cumulative and non-exclusive. BMJC may pursue multiple remedies simultaneously. No failure or delay in exercising any right or remedy shall constitute a waiver thereof.

11.5 Criminal Liability. You acknowledge that unauthorized disclosure of Confidential Information may constitute: (a) violation of the Defend Trade Secrets Act (18 U.S.C. § 1836), subject to federal criminal prosecution; (b) economic espionage under federal law (18 U.S.C. § 1831); (c) theft of trade

Delaware Entity: 7336243	8 The Green
DLN: 26053506003014	STE A
EIN: 92-2858861	Dover, DE 19901



secrets under applicable state law; (d) breach of fiduciary duty; (e) tortious interference with business relationships; (f) unfair competition; and (g) violation of this binding Agreement. Criminal penalties may include imprisonment of up to ten (10) years and fines of up to Five Million Dollars (\$5,000,000.00).

SECTION 12 — GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

12.1 Governing Law. These Terms shall be governed by and construed in accordance with: (a) the laws of the State of Delaware (for corporate and contractual matters), without regard to its conflict of laws principles; (b) federal law (for intellectual property and interstate commerce); (c) the Uniform Trade Secrets Act as applicable; and (d) the Defend Trade Secrets Act (18 U.S.C. § 1836 et seq.).

12.2 Arbitration. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or validity thereof, shall be settled by binding arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association, with appeals limited to grounds specified in the Federal Arbitration Act. Arbitration shall be conducted in the State of Delaware unless otherwise agreed in writing by BMJC.

12.3 Consent to Jurisdiction. You irrevocably consent to the exclusive personal jurisdiction of the state and federal courts located in the State of Delaware for any action arising out of or relating to these Terms, including enforcement of arbitration awards and injunctive relief proceedings. You waive any objection to venue and any claim of inconvenient forum.

12.4 Class Action Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST BMJC.

SECTION 13 — TERMINATION

13.1 BMJC may terminate or suspend your access to the Services at any time, with or without cause, with or without notice, effective immediately. Upon termination, your right to access and use the Services shall cease immediately.

13.2 Survival. The following Sections shall survive any termination or expiration of these Terms: Section 4 (Intellectual Property), Section 5 (Privacy), Section 6 (Confidentiality and Non-Disclosure), Section 7 (Immutable Concord), Section 8 (Disclaimers), Section 9 (Limitation of Liability), Section 10 (Indemnification), Section 11 (Remedies), Section 12 (Governing Law), and this Section 13. The survival of these provisions is perpetual and shall endure any termination of relationship, change in corporate structure, passage of time, or death or dissolution of either party.

SECTION 14 — GENERAL PROVISIONS

14.1 Entire Agreement. These Terms, together with the NDA, the Immutable Concord, and the Privacy Policy, constitute the entire agreement between You and BMJC regarding the Services and supersede all prior and contemporaneous agreements, proposals, representations, and communications, whether oral or written.

14.2 Severability. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to

Delaware Entity: 7336243	8 The Green
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make it valid, legal, and enforceable, and the remaining provisions shall continue in full force and effect. The parties intend these Terms to be enforceable to the maximum extent permitted by law.

14.3 No Waiver. No failure or delay by BMJC in exercising any right, remedy, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude further exercise of that or any other right.

14.4 Assignment. You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of BMJC. BMJC may freely assign these Terms to any subsidiary, affiliated entity, successor organization, or Circle of the Thread without restriction.

14.5 Force Majeure. BMJC shall not be liable for any failure or delay in performing its obligations under these Terms resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, governmental action, epidemic, pandemic, infrastructure failure, telecommunications failure, or power outage.

14.6 Notices. All notices under these Terms must be in writing and delivered to: Brandon Michael Jeanpierre, Chairperson, Brandon Michael Jeanpierre Corporation, 8 The Green, Ste A, Dover, DE 19901, or by email to legal@theblackflag.org.

14.7 Headings. Section headings are included for convenience only and shall not affect the interpretation or construction of these Terms.

14.8 Successors and Assigns. These Terms shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives.

SECTION 15 — CONTACT INFORMATION

For questions regarding these Terms of Service, contact:

Brandon Michael Jeanpierre Corporation
d/b/a The Black Flag
8 The Green, Ste A
Dover, DE 19901
Email: legal@theblackflag.org
Web: <https://theblackflag.org>

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ATTESTATION AND SEAL

This TERMS OF SERVICE, is hereby attested and sealed by the undersigned members of the Sovereign Loom, in accordance with The Covenant Codex and the governance protocols established therein.

All resolutions contained in the preceding Meeting Minutes have been adopted unanimously. The theological framework, legal analysis, and strategic directives documented herein are hereby incorporated into the official codices of The Black Flag, subject to the same protections and immutability provisions as all foundational texts.

Brandon Michael Jeanpierre
Shadow Sovereign (Chair)

Brandon Michael Jeanpierre
Eclipsarch (Vice Chair)

Brandon Michael Jeanpierre
The Black Crown (President)

Brandon Michael Jeanpierre
Obsidian Regent (Vice President)

Brandon Michael Jeanpierre
Keeper of the Codex (Secretary)

Brandon Michael Jeanpierre
Warden of the Vault (Treasurer)

*Sealed this 11th day of April, 2026
Year of the Broken Future*