

**Fogo Terms of Use**  
**Last Updated: April 16, 2025**

This website (the “**Site**”) is made available by the Fogo1 Foundation (the “**Foundation**”, “**we**”, or “**us**”), however all transactions conducted on the Testnet and Protocol (both defined below) or any other third party network are run by permissionless and autonomous smart contracts and other distributed ledger-based technologies. By accessing this Site or any other portion of it, you agree agreeing to these Terms of Use (the “**Terms**”). These Terms apply to your access to, and use of, our website and website hosted user interface(s) (all interfaces collectively, the “**Interface**”) that may be used to interact with various blockchain technologies, and related content and functionality through our website located at <https://www.fogo.io/> on which these Terms are posted and through our related technologies (collectively with the Interface and Site, including all existing and any updated or new features, functionality and technology, the “**Services**”).

**BY USING OUR SERVICES (INCLUDING THE INTERFACE), YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DON'T AGREE TO BE BOUND BY THESE TERMS, DO NOT USE THE SITE.**

**NOTICE ON PROHIBITED USE – RESTRICTED PERSONS:** THE INTERFACE AND ANY RELATED SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY: PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “**RESTRICTED PERSON**”). ANY MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED. IF YOU ARE A LOCATED IN A RESTRICTED TERRITORY, THEN DO NOT ATTEMPT TO ACCESS OR USE THE INTERFACE. USE OF A VIRTUAL PRIVATE NETWORK (E.G., A VPN) OR OTHER MEANS BY RESTRICTED PERSONS TO ACCESS OR USE THE INTERFACE IS PROHIBITED.

For the purposes of the Terms, “**Restricted Territory**” means Cuba, Iran, Syria, North Korea, Crimea, or the Crimea, Donetsk, Luhansk, Kherson, and Zaporizhian regions of Ukraine or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions.

**WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE FOUNDATION THROUGH BINDING, ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 13 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 13 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 14 WILL APPLY INSTEAD.**

**1. ABOUT THE INTERFACE**

(a) The Interface. Each of the Interfaces are websites, and each have different functionality – some of which only provide information while others contain features that allow users to send messages to blockchain networks in an entirely self-directed manner. In addition, certain aspects of our Services, such as the Interface, facilitate interactions with the experimental network that allow for the testing of new blockchain features, smart contracts, and applications built on the Fogo Protocol (“**Testnet**”), a blockchain-based technology (the “**Protocol**”), to help enable secure communication and interoperability between different decentralized blockchain networks which may be supported by the Interface (“**Blockchain**”).

**YOUR USE OF THE INTERFACE, TESTNET, PROTOCOL, AND EVENTUAL SERVICES ARE ENTIRELY AT YOUR OWN RISK.**

(i) Participation in the Services under certain circumstances may require linking your supported digital wallet(s) via the functionality of the Interface. If applicable, before engaging in any transactions, we may ask you to use a supported electronic wallet extension and connect and unlock your digital wallets with that extension. Once you submit an order to engage in a transaction, your order is passed on to the applicable extension, which completes the transaction on your behalf. You are solely responsible for familiarizing yourself with your wallet and its safety and security features, including any private keys and passwords associated therewith. The Foundation will not and cannot access your private key, password, or any assets held within your wallet nor can it reverse any transactions you initiate with your wallet (or otherwise). The Foundation shall not be responsible or liable in any way for how you use your wallet.

(ii) THE WEBSITE-HOSTED USER INTERFACE IS ONLY AN INTERFACE WITH THE TESTNET, PROTOCOL, BLOCKCHAIN, AND SMART CONTRACTS. WE ARE NOT A MARKETPLACE FACILITATOR, A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. WE ARE NOT A PARTY TO ANY TRANSACTIONS THAT OCCUR ON THE BLOCKCHAIN.

(b) Transactions Are Conducted on the Blockchain. None of the Interfaces the Foundation may provide allow us to engage in any transaction with you, nor do the Interface(s) facilitate your transactions. Even when the Interface(s) appear to be dynamic (e.g., updating or providing new displays when you – on your own accord – provide certain information), at no time is the Foundation taking action directed by you or on your behalf. In addition, to the extent applicable, you should note that the Foundation (i) is not involved in providing or transmitting any information to any Blockchain, (ii) cannot transmit any information to networks or otherwise assist in any transaction, (iii) never has access to and cannot control or provide guarantees relating to your digital wallet and (iv) has no authority over and does not take possession or custody of your digital asset at any time, except as otherwise discussed herein. This also means that the Foundation is unable to assist with transactions: we will have no ability to reverse any payments or transactions; please be vigilant in interacting with any immutable blockchain technology. We do not buy or sell on behalf of any user of the Interface. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Interface.

(c) Validators and App Developers. The Foundation is not responsible for the activities of persons or entities who develop or use applications on Testnet or other Blockchains or who validate or verify transactions or other operations related to Testnet or Blockchains operated by third parties.

(d) Regulatory and Compliance Suspensions or Terminations. We may suspend or terminate your access to the Services at any time as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by the Foundation.

(e) Fees. Certain fees may be collected in connection with the transactions submitted through the Interface to be enacted on a Blockchain, such as gas fees (which are essentially network transaction fees paid on every transaction that occurs on the selected Blockchain). Please note that accessing the Protocol and conducting transactions through the Interface may result in you incurring these fees, which are non-refundable.

(f) No Professional Advice. All information provided by the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from

taking, any action based on any information contained in the Services. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

(g) Release of Claims. If you have a Dispute with any user of the Services, you agree to address such Dispute directly with such user. If permitted in your jurisdiction, you expressly agree that you assume all risks in connection with your access and use of the Services and your interaction with the Protocol. You further expressly waive and release the Foundation (and the Foundation's officers, directors, agents, investors, subsidiaries, employees and service providers) (collectively "**Releasees**") from, and covenant not to sue Releasees for any and all liability, claims, causes of action, or damages (actual or consequential) arising from or in any way relating to your use of the Services and your interaction with the Protocol.

(h) Acknowledgment of Testnet and Testnet Limitations. You acknowledge that: (a) the Testnet has not been made commercially available by the Foundation; (b) the Testnet may not operate properly, be in final form or fully functional; (c) the Testnet may contain errors, design flaws or other problems; (d) it may not be possible to make the Testnet fully functional; (e) use of the Testnet may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; and (f) the Foundation has no obligation to release a commercial version of the Testnet or otherwise introduce the Testnet. You assume all risk arising from use of the Testnet as further stated in these Terms.

(i) Testnet Participation Obligations. You agree to (a) test the Testnet and cooperate with the Foundation in evaluating the Testnet, and (b) provide the Foundation with feedback as reasonably requested from time to time. All feedback, comments, and suggestions for improvements that you provide to the Foundation hereunder are referred to collectively as "**Feedback**". You hereby grant the Foundation a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

**2. Obligations under Third Party Agreements.** By providing you with access to the Interface, the Foundation does not warrant or guarantee that your use complies with any laws or regulations. The Foundation is not liable for your failure to comply with any applicable local, state, national and foreign laws, treaties and regulations or any contracts, rules, policies or procedures applicable to your activities in connection with your access and use of the Interface.

**3. Data Collection.** The Services do not collect any personal data, and your interaction with the Protocol will solely be through your public digital wallet address or other third-party services which integrate with the Services. You acknowledge and agree that any personal or other data that you may make available in connection with the Protocol may not be private or secure.

**4. Ownership.** As between the parties, the Foundation is the sole owner of all rights, title and interest in and to the Interface and other services, including all intellectual property rights therein.

**5. Flames.**

(a) General. In connection with your historic or current use of the Services (including the Testnet, Protocol, or other eligible Blockchains), we may attribute to you of certain incentives, prizes or rewards, in our sole discretion, for completing certain activities, such as completing certain transactions, engaging with the community, and other uses ("**User Rewards**" or "**Flames**"). Please review our blog post and other information on the Site for more details on accruing Flames and other User Rewards. At no point shall any such attribution of Flames or other User Rewards amount to a transfer of any right, interest, or

property or title to any such User Rewards or Flames. We may, at any time, modify, delete, remove, or wipe any Flames attributed to you in our sole discretion with no liability to you whatsoever.

(b) No Monetary Value. In your use of the Interface, you may accumulate “**Flames.**” Flames are virtual items with no monetary value, and do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual under any circumstances. Flames are not transferable between users outside of the Interface, and you may not attempt to sell, trade, or transfer any Flames outside of the Interface, or obtain any manner of credit using any Flames. Any attempt to sell, trade, or transfer any Flames outside of the Interface will be null and void. Flames cannot be transferred to any third party.

(c) Modification. We may decide to modify, delete, remove, or wipe the Interface, in our sole discretion, generally or specifically for you, at any time without notice, including, without limitation, the modification of the presence, amounts, or any other conditions applicable to the Flames and any Flames attributable to you, without any liability to you or other Interface users. We do not guarantee that Flames will continue to be offered for any particular length of time and you may not rely upon the continued availability of any Flames. At the expiration of the Interface, you acknowledge and agree that your access to and use of your Flames may be removed, and all accrued points may be deleted from the Interface system. Flames will not be converted into any future rewards offered by the Foundation.

(d) Claiming Rewards. By accruing Flames, you may be eligible to participate in additional promotions, sponsored by Fogo or third-party sponsors. Your participation in such promotions may be subject to additional terms and conditions and a claims process to receive any corresponding rewards. We, in our sole discretion, can decide the nature of the claims process including any compliance steps necessary to receive the corresponding rewards. Please check back for announcements.

(e) Compliance with Laws. In connection with your ability to receive Flames, you are solely responsible for compliance any and all federal, state, provincial and local laws in the jurisdiction in which you reside, including all rules set forth by Third Party Services.

**6. Termination.** The Foundation reserves the right to modify or terminate the Interface, these Terms, or your use of the Interface, or to limit or deny access to the Interface, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Interface at any time. Upon any termination, discontinuation or cancellation of the Interface, these Terms or your access, the following sections of these Terms will survive: 7, 9, 10, 13 and 14.

## **7. Acknowledgment of Certain Risks; Other Disclaimers; Release of Claims.**

(a) Warranty Disclaimer. You acknowledge that the Interface IS being provided “AS IS.” THE FOUNDATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE FOUNDATION MAKES NO WARRANTY THAT ANY OF THE INTERFACE WILL MEET YOUR REQUIREMENTS AND/OR THAT THE INTERFACE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES THE FOUNDATION MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INTERFACE OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE INTERFACE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE INTERFACE IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY

DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

(b) Acknowledge of Certain Risks. By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets. You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as the, Testnet, Blockchain, or Protocol are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets, or any digital assets you acquire may lose some or all of their value and you may suffer loss due to the fluctuation of prices of digital assets and/or significant price slippage and cost. You understand that anyone can create a digital asset, including fake versions of existing digital assets and digital assets that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other digital assets. You further acknowledge that we are not responsible for any of these variables or risks and that we cannot be held liable for any resulting losses that you experience while accessing or using the Site or Services.

The Site and Services and your digital assets could be impacted by one or more government or regulatory inquiries or government or regulatory actions, which could impede or limit the ability of the Foundation to continue to make proprietary software, and thus, could impede or limit your ability to continue to use the Services.

You understand and acknowledge that cryptography is a progressing field with advances in code cracking by bad actors, and technical advancements, such as the development of quantum computers, which may present risks to digital assets and the services, and could result in the theft or loss of your digital assets.

Although we intend to provide accurate and timely information on the Interface and during your use of the Interface and the Services, that intention does not reflect a binding commitment, and the Interface and other information available when using the Services may not be accurate, complete, error-free or current. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it in any manner, and all decisions based on such information contained on the Interface or made available through the Services are your sole and absolute responsibility. No representation of any kind or nature is made as to the accuracy, completeness or appropriateness for any particular purpose of any pricing or other information distributed via the Interface or Services. Pricing information may be higher or lower than prices available on platforms providing similar services.

Any reference to a type of digital asset on the Interface or otherwise during the use of the Services does not indicate our approval or disapproval of the technology on which the digital asset relies, and should not be used as a substitute for your understanding of the risks specific to each type of digital asset and the use and availability of any particular blockchain.

Use of the Services, in particular for trading digital assets, may carry financial risk. Digital assets are, by their nature, highly experimental, risky, and volatile. Transactions entered into in connection with the Services are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Interface and the Services at your own risk. The risk of loss in trading digital assets can be substantial (all the more so if you are leveraged). You should, therefore, carefully assess whether such trading is suitable and appropriate for you in light of your circumstances and financial resources. By using

the Interface and Services, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Services or any digital asset. You accept all consequences of using the Services, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Services for performing digital asset transactions.

The Foundation is not a broker, nor is it a dealer or arranger, nor does it operate a digital asset exchange platform or offer trade execution or clearing services. All transactions between users of the Foundation-developed software are executed peer-to-peer directly between the users' Blockchain compliant addresses through smart contracts. You are responsible for complying with all laws that may be applicable to or govern your use of the Services.

No financial regulatory authority has reviewed or approved the use of the Foundation-developed software that comprises the Interface and the Services. The Interface and the Foundation-developed software do not constitute advice or a recommendation concerning any commodity, security, or other digital asset or instrument. The Foundation is not acting as an investment manager, adviser, arranger, introducer or commodity trading adviser to any person or entity.

(C) **RELEASE OF CLAIMS.** YOU EXPRESSLY AGREE THAT YOU ASSUME ALL RISKS IN CONNECTION WITH YOUR ACCESS AND USE OF THE INTERFACE AND SERVICES AND YOUR INTERACTION THEREWITH. YOU FURTHER EXPRESSLY WAIVE AND RELEASE THE FOUNDATION FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM OR IN ANY WAY RELATING TO YOUR USE OF THE INTERFACE AND SERVICES AND YOUR INTERACTION THEREWITH.

**8. PROHIBITED ACTIVITY.** You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- **Intellectual Property Infringement.** Activity that infringes or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under applicable law.
- **Cyberattack.** Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks, phishing schemes or malicious code.
- **Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another, or impersonating any person, entity, or system.
- **Market Manipulation.** Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, manipulating trading volumes or prices through coordinated actions, such as wash trading, spoofing, or any other practice intended to deceive market participants.

- Circumvention of Restrictions. Activity that attempts to bypass, evade, or circumvent any restrictions imposed by the Interface or the Foundation. This includes but is not limited to: (a) using technologies such as VPNs, proxies, or other methods to conceal your location; (b) making false statements or misrepresentations about your residency, citizenship, or compliance with applicable laws; or (c) engaging in any other activity designed to evade the restrictions set forth in these Terms or applicable laws. By accessing or using the Interface, you represent and warrant that you are not a Restricted Person as defined in these Terms.
- Money Laundering and Sanctions Violations. Activity that involves or facilitates money laundering, terrorism financing, proliferation financing, or any other illegal financial activity, including the use of the Interface to engage in or support transactions prohibited by applicable sanctions laws or regulations.
- Exploitation of Vulnerabilities. Activity that exploits any errors, bugs, vulnerabilities, or unintended features of the Interface, or any associated code, including attempts to gain any unauthorized access or manipulate transactions.
- Any Other Unlawful Conduct. Activity that violates, attempts to violate, or facilitates the violation of any applicable law, regulation, rule, or governmental order, including, but not limited to, those relating to financial crimes, data protection, intellectual property, or consumer protection.

**9. Indemnity.** You will indemnify and hold the Foundation and its officers, directors, employees, agents and service providers, harmless and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Interface, or (b) your violation of these Terms.

**10. Limitation on Liability.** IN NO EVENT WILL THE FOUNDATION BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE THE INTERFACE OR FOR ANY ERROR OR DEFECT IN THE INTERFACE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOUNDATION'S LIABILITY HEREUNDER IS LIMITED TO \$50. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE FOUNDATION AND YOU.

**11. Links To Third Party Websites or Resources.** The Interface(s) and Site may be integrated with or otherwise give access to applications, services, sites, technology, data, operations, features and resources that are provided or otherwise made available by third parties. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. Such third-party resources may be made available to you under the terms of the applicable third party, and we are not responsible for the content, products or services on or available from those third parties and their websites or other resources. Please review the applicable terms prior to

using or accessing such third-party resources. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

**12. Modifications to the Interface, Services, and Terms Of Use.** The Foundation reserves the right to modify, update, and/or discontinue, in whole or in part, either temporarily or permanently, any portion of the Interface, any Services made available through the Interface, and/or any related policy, FAQ, and/or guidelines, at any time in its sole discretion and without prior notice to you. The Foundation shall not be liable for modifications, suspensions, or discontinuance of the Interface or any features made available through the Interface.

Unless otherwise specified, all changes or modifications to these Terms will be effective immediately upon posting revisions to these Terms to the Interface, and you waive any right you may have to receive specific notice of such changes or modifications. If we change or modify these Terms, we will revise the “last updated” date located at the top of these Terms. If you continue to participate in the Interface in any way after a change to these Terms, you will be deemed to have read, understood, and unconditionally consented and agreed to such changes; therefore, you should review these Terms and applicable policies and guidelines frequently to understand the terms and conditions that apply to your use of the Interface. If you do not agree to the Terms, you must cease using the Interface immediately.

### **13. DISPUTE RESOLUTION**

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and the Foundation agree that Cayman Islands law governs the interpretation and enforcement of these Terms, and that you and the Foundation. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 13(a) above: (i) we both may seek to resolve a Dispute in the Summary Court of the Cayman Islands if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. Any Disputes arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by binding arbitration to be administered by the Cayman International Mediation and Arbitration Centre (CI-MAC) in accordance with the CI-MAC Arbitration Rules (the “**Arbitration Rules**”) in force as at the date of these Terms, which Arbitration Rules are deemed to be incorporated by reference to these Terms. The arbitration shall be conducted in the English language and the place of arbitration shall be in George Town, Grand Cayman, Cayman Islands. The arbitration shall be determined by a sole arbitrator to be appointed in accordance with the Arbitration Rules. The decision of the sole arbitrator to any such dispute, controversy, difference or claim shall be in writing and shall be final and binding upon both parties without any right of appeal, and judgment upon any award thus obtained may be entered in or enforced by any court having jurisdiction thereof. No action at law or in equity based upon any claim arising out of or in relation to these Terms shall be instituted in any court of any jurisdiction. If any litigation or arbitration is necessary to enforce the terms of these Terms, the prevailing party will be entitled to have their attorney fees paid by the other party. Each party waives any right it may have to assert the doctrine of forum non conveniens, to assert that it is not subject to the jurisdiction of such arbitration or courts or to object to venue to the extent any proceeding is brought in accordance herewith.



(d) Arbitration Costs. Responsibility of payment of all filing, administration and arbitrator fees will be governed by the Arbitration Rules. We each agree that the prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 13(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

(f) Class Action Waiver. **YOU AND THE FOUNDATION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 13(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

**14. Miscellaneous.** These Terms will be governed and construed in accordance with the laws of the Cayman Islands, without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to these Terms will be the courts located in the Cayman Islands, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. These Terms constitutes the entire and exclusive understanding and agreement between the Foundation and you with respect to its subject matter, and supersedes and replaces any and all prior oral or written understandings or agreements between the Foundation and you with respect to its subject matter. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without the Foundation's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Foundation may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Foundation's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Foundation. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.