

## Unforgettable General Terms & Conditions

PLEASE READ THESE GENERAL TERMS & CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH REQUIRE ANY DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

**Last Updated:** September 1, 2025

- A. These Unforgettable General Terms & Conditions and the agreements incorporated herein by reference (collectively, the "**Terms**"), constitute a binding agreement between you (*as defined below*) and Rarimo (*as defined below*) and apply to, and govern your access to, and use of, all content, documentation, functionality and features of the Unforgettable services (the "**Services**") available on or through the Application (*as defined below*), unless we have executed a separate written agreement with you for that purpose. We are only willing to make the Application available to you if you accept all the Terms. BY CLICKING "TO ACCEPT" OR ACCESSING OR USING THE SERVICES OR OUR APPLICATION YOU AGREE TO BE BOUND BY, AND ACCEPT ALL OF THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, YOU SHALL NOT ACCESS OR USE THE APPLICATION. If you are accepting the Terms on behalf of a company or other legal entity (the "**Entity**"), you represent that you have the legal authority to accept the Terms on the Entity's behalf, in which case "you" will mean that Entity. If you do not have such authority, or if you do not accept the Terms, then we are unwilling to make the Application available to you or such Entity and you must uninstall the Application and otherwise refrain from accessing or using the Services or Application. By accessing or using the Services or Application you affirm that you are of legal age to accept the Terms.
- B. Rarimo may make changes to the Terms from time to time. The changes will be effective immediately upon their publication. Please, review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your access to or use of the Application after the date of publication of the relevant changes shall constitute your agreement to the updated Terms. You can determine when the Terms were last revised by referring to the "LAST UPDATED" legend at the top of then-current version of the Terms.
- C. If you are accessing or using the Application with third-party products, hardware, software applications, programs, or devices (the "**Third Party Technology**"), you agree and acknowledge that: (i) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology; (ii) the Application may not be accessible through the Third Party Technology, and (iii) Rarimo cannot guarantee that the Application shall always be available on or in connection with such Third Party Technology. Third parties have their own terms of service/use (*or equivalent thereof*) and privacy policies (*or equivalent thereof*) associated with their products/services. Prior to accessing or using the Third Party Technology in connection with the Application, you are responsible for reviewing, agreeing to and complying with their respective terms of service/use (*or equivalent thereof*) and privacy policies (*or equivalent thereof*).
- D. You shall not access or use the Application if you: (i) do not agree to the Terms, or (ii) are prohibited from accessing or using the Application by applicable law. You must be 18 (eighteen) years or older to access and use the Application. If you are under 18 (eighteen) years of age, you are not permitted to access or use the Application.
- E. The Terms or any part thereof may be translated into other languages for your convenience. The English language version of the Terms is the version that prevails at all times and in the event of any conflict between the English language version and a translated version, the English language version shall prevail.
- F. Certain features of the Application may be offered while still in the "beta" version (the "**Beta Versions**"). Rarimo shall use its reasonable efforts to identify the Beta Versions by marking them within the Application. By accepting the Terms, you understand and acknowledge that the Beta Versions are being provided as a "BETA" version and made available on an "AS IS" and "AS AVAILABLE" basis. The Beta Versions may contain bugs, errors, and other problems. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE BETA VERSIONS, INCLUDING ANY USAGE FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS,

AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, we shall not be obliged to continue, or provide any maintenance, technical, or other support for the Beta Versions.

- G. Please, refer to the Unforgettable Privacy Notice at: [https://unforgettable.app/privacy\\_policy](https://unforgettable.app/privacy_policy) for information about how we collect, use, and share personal information about you. The Privacy Notice is hereby incorporated by this reference into the Terms. You agree to the collection, use, storage, and disclosure of your personal information in accordance with our Privacy Notice.
- H. Certain components of the Application may be published under various licenses by Rarimo or any third party, including open-source licenses (the "**Applicable Licenses**"). To the extent there is a conflict between any Applicable License and these Terms, the terms of the Applicable License shall govern.
- I. IF YOU ARE THE USER THAT USES THE APPLICATION, YOU ARE SOLELY RESPONSIBLE FOR KEEPING YOUR WALLET (*as defined below*), FACTORS (*as defined below*), ANY PRIVATE KEY, MNEMONIC PHRASES, OR ANY OTHER SECURITY MEANS RELATED TO YOUR WALLET SECURE. RARIMO HAVE NO ABILITY TO HELP YOU ACCESS OR RECOVER YOUR WALLET, OR THE ASSETS LOCATED THEREIN. RARIMO PROTOCOL IS A DECENTRALIZED, BLOCKCHAIN-BASED INTEROPERABILITY PROTOCOL THAT INTERACTS WITH DIFFERENT BLOCKCHAINS, INCLUDING THE PROTOCOLS (*as defined below*) AND THIRD-PARTY SERVICES, SUCH AS DECENTRALIZED APPLICATIONS. THE APPLICATION UTILIZES RARIMO PROTOCOL FOR SOME OF ITS FUNCTIONS; HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT RARIMO DOES NOT CONTROL OR MAINTAIN RARIMO PROTOCOL, AND CANNOT CONTROL ACTIVITY AND DATA ON RARIMO PROTOCOL, THE ACTIVITIES OF PERSONS OR ENTITIES WHO DEVELOP AND USE APPLICATIONS ON RARIMO PROTOCOL, OR ANY OTHER USES OF RARIMO PROTOCOL.

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In addition to the terms defined elsewhere in the Terms, for all purposes of the Terms, the following terms have the meanings set forth in this Section 1.1:
- (1) "**Affiliate**" means, in relation to any person at a given time, any other person that, directly or indirectly, controls, is controlled by or is under common control, with such person. For the purposes of the Terms, "**control**" (*including, with correlative meanings, the terms "**controlled by**" and "**under common control with**"*), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting shares, by contract, or otherwise;
- (2) "**Application**" means the application "Unforgettable", available at the website <https://unforgettable.app/> (the "**Website**"), the main function of which is to provide technical solutions that allow Users to create non-custodial, user-specific recovery factors (*including, without limitation, a password and/or a photo of the User, and/or a photo of a real-world object at the relevant User's discretion*) (the "**Factors**") for the non-custodial digital asset wallet (the "**Wallet**") creation in the Application, and use such Factors for the Wallet recovery, as well as the Website and all its subpages and any additional services as set forth under Section 2.5 herein;
- (3) "**IP**" means: any or all of the following anywhere in the world: (i) all patents; (ii) all inventions (*whether patentable or not*), ideas, processes, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, improvements, discoveries, technical data, customer lists, proprietary processes and formulae, all source and object code, algorithms, architectures, structures, display screens, layouts, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records; (iii) all copyrights, copyrightable material including derivative works, revisions, transformations and adaptations, material that is subject to non-copyright disclosure protections, and all other works of authorship and designs (*whether or not copyrightable*); (iv) all Trademarks; (v) domain names; (vi) websites and related content, and (vii) all manuals, documentation and materials relating to the above;
- (4) "**IP Rights**" means all vested, contingent and future intellectual property rights, including worldwide statutory and common law rights, relating to, or owned by the relevant person anywhere in the world in IP, and all its variations, modifications or enhancements together with any application or right to apply for registration, renewal, extension, or protection of those rights;

- (5) **"Rarimo"** ("**we**", "**us**" or "**our**") means Rarimo Foundation, a foundation company incorporated in the Cayman Islands with company number 402706, whose registered office is at PO Box 472, 2nd Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands;
- (6) **"Trademarks"** means: (i) the trademarks, trade names and service marks used by the relevant person, whether registered or unregistered; (ii) the respective stylistic marks and distinctive logotypes for such trademarks, trade names and service marks, and (iii) such other marks and logotypes as the relevant person may designate from time to time in writing; and
- (7) **"User"** ("**you**", or "**your**") means you as the user of the Application.
- 1.2. "Hereof", "herein", "hereunder", "hereby" and words of similar import will, unless otherwise stated, be construed to refer to the Terms as a whole and not to any particular provision of the Terms.
- 1.3. "Include(s)" and "including" shall be construed to be followed by the words "without limitation".
- 1.4. "Or" shall be construed to be the "inclusive or" rather than "exclusive or" unless the context requires otherwise.
- 1.5. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Terms.
- 1.6. Section titles, captions, and headings are for convenience or reference only and have no legal or contractual effect.
- 1.7. Whenever the context requires: the singular number shall include the plural, and *vice versa*; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

## **2. ACCESS AND USE OF THE APPLICATION, FEES, GAS FEES AND TAXES**

- 2.1. In consideration for your acceptance of the Terms, Rarimo grants you a limited, revocable, personal, non-transferable, non-sublicensable and non-exclusive right to access and use the Application pursuant to the terms and subject to the conditions of these Terms.
- 2.2. You shall not access or use the Application, or attempt to do any of the foregoing, in any manner that may impair, overburden, damage, disable, negatively affect or otherwise compromise the Application.
- 2.3. When you access or use, the Application, you agree and undertake to comply with the following provisions:
  - (1) during your access to, or use of, the Application all activities you carry out shall comply with the requirements of applicable laws and regulations, the Terms, and various guidelines of Rarimo, as amended and updated from time to time;
  - (2) your use of the Application shall not violate public interests, public morals, or the legitimate interests of others;
  - (3) you shall not be prohibited from accessing or using the Application under applicable laws and regulations or other legal obligations binding on you; and
  - (4) unless otherwise provided for in the Applicable Licenses, without prior written consent from Rarimo, you shall not: (i) copy, modify, reproduce, translate, localize, port or otherwise create derivatives of any part of the Application; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Application (*except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local, state, provincial, national or other law, rule or regulation*); (iii) rent, lease, resell, distribute, use in any unauthorized or unintended manner or otherwise exploit the Application for purposes not contemplated by the Terms; (iv) remove or alter any proprietary notices, Trademarks, or labels on or in the Application, and (v) engage in any activity that interferes with or disrupts the Application.

- 2.4. Your access to, or use of, the Application may be interrupted from time to time for any of several reasons, including the malfunction of equipment, periodic updating, maintenance, or repair of the Application or other actions that Rarimo, in its sole discretion, may elect to take. You agree to and hereby do release Rarimo from any liability associated with such interruptions.
- 2.5. Sometimes, we may need to provide additional terms for specific services (*and such services are deemed part of the Application hereunder and shall also be subject to the Terms*). Those additional terms, which are available with the relevant service, then become part of your agreement with us if you use those services. In the event of a conflict between the Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service. We also may from time to time, and without any liability to you, modify, suspend or discontinue, temporarily or permanently, any part of the Application for any reason.
- 2.6. Any rights not expressly granted in the Terms are reserved by Rarimo.
- 2.7. For the purposes of accessing and using the Application, the User shall complete the following registration process: create an account, choose the Factors, create the Wallet, and pay Rarimo in digital assets the subscription fee for use of the Application, in the amount indicated within the Application from time to time (the "**Fee**"). The amount of the Fee shall depend on the subscription period selected by the User during the registration process. The Fee for the first subscription period shall be paid by the User during the registration process. The Fee for any subsequent subscription periods shall be paid by the User upon the expiration of the preceding subscription period.
- 2.8. You agree that the Application may automatically and temporarily suspend your access to and use of the Application (*including the ability to withdraw digital assets from the Wallet*) without any involvement of Rarimo in the event of non-payment of the Fee when due, and such suspension shall remain in effect until the Fee is paid in full. You hereby warrant and represent that you understand and accept that this suspension is executed automatically within the Application at the smart contract level, without any involvement of Rarimo. In such case, Rarimo has no ability to help you access your Wallet or the digital assets located therein.
- 2.9. The User acknowledges and agrees that blockchain-based transactions require the payment of fees to the appropriate public network (the "**Gas Fees**"). You are solely responsible to pay all Gas Fees in connection with any transaction you initiate via the Application, including payment of the Fee.
- 2.10. FEES PAID TO RARIMO ARE NON-REFUNDABLE.
- 2.11. The User hereby acknowledges and agrees that Rarimo has no access to, control over, or discretion regarding the Factors, any private key, mnemonic phrases, or any other security means related to the User's Wallet. Rarimo does not store any such data and shall in no event be responsible for them. The User is solely responsible for creating, storing, managing, using, and otherwise interacting with the Factors, any private key, mnemonic phrases, or any other security means related to the Wallet.
- 2.12. Your use of the Application, including any transactions via the Interface (*as defined below*), may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is solely your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

### 3. INFORMATION AND SECURITY

- 3.1. For the purposes of the access to and use of the Application, the User shall create the Wallet via the Application.
- 3.2. You shall be solely responsible for the security and proper use of the Wallet, Factors, any private key, mnemonic phrases, or any other security means related to the Wallet, and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to or used by any other person or entity.
- 3.3. You are solely responsible for all activity in connection with access to the Application or using your Wallet, and for the security of your computer systems, and in no event shall Rarimo be liable for any

loss or damages relating to such activity.

#### 4. BLOCKCHAIN-BASED PROTOCOL INTERACTIONS

- 4.1. From time to time, the Application may provide a user interface (*including non-custodial Digital Asset Wallet*) (the "**Interface**") that serves as a means of access to decentralized blockchain-based protocols (the "**Protocols**") on various public blockchains, including, but not limited to, Rarimo, Ethereum, Avalanche, Base, BNB Smart Chain, and Polygon, that allows you to store and manage digital assets on such public blockchains or otherwise interact with such public blockchains. By using such Interface functionalities of the Application, you hereby agree and acknowledge that:
- (1) the Interface is distinct from the underlying Protocols and is offered solely as a convenient means for you to access and interact with the Protocols. However, the Interface is not the exclusive means of accessing and interacting with the Protocols. You may access and interact with the Protocols directly, or through any third party without using the Interface;
  - (2) Rarimo does not control or operate the Protocols. Once deployed, the Protocols are fully operational and operate on their respective public blockchains without requiring any further input or management by any third party, including Rarimo. As such, Rarimo does not have the ability to change, amend, update or reverse any transactions, or any other interactions you have with such Protocols, whether conducted via the Interface or otherwise;
  - (3) in using the Interface to access the Protocols, you are required to have access to the Wallet. Neither Rarimo nor any of its Affiliates has any custody or control over the contents of your Wallet and has no ability to retrieve or transfer its assets or contents at any time;
  - (4) each of the Interfaces is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time. It further means you are solely responsible for the custody of the Factors you hold, and you should never share them with anyone. We accept no responsibility for, or liability to you, in connection with any use or misuse of the Wallet and make no representations or warranties regarding how any of the Protocols will operate with the Wallet. We are not liable for any acts or omissions by you in connection with or as a result of any errors, omissions or misuse of your Wallet, or your Wallet being compromised; and
  - (5) all transactions and other activities, that you submit via the Interface are unsolicited, which means that they are solely initiated by you, you are making such decisions solely out of your own will, you have not received any transactional, investment or other advice from us in connection with any such transactions, and we do not endorse or express any suitability or other opinion on any activities or services accessible via the Protocols.

#### 5. CONTENT AND IP RIGHTS

- 5.1. The Application may contain materials, including information, Trademarks, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content, which is owned, operated, licensed, or controlled by Rarimo and which is protected by copyright, trademark, trade secret, or other proprietary rights (collectively, the "**Rarimo Content**"). Rarimo or its relevant suppliers, or licensors, retain all IP Rights in such Rarimo Content. Rarimo grants you a limited, revocable, personal, non-transferable, non-sublicensable and non-exclusive right to view the Rarimo Content solely for your personal access to, and use of the Application.
- 5.2. All Rarimo Content is for informational purposes only, you should not construe any such information or other material as legal, tax, investment, financial, or other advice.
- 5.3. All Rarimo Content is information of a general nature and does not address the circumstances of any particular individual or entity. Nothing in the Rarimo Content constitutes a comprehensive or complete statement of the matters discussed or the law relating thereto. You alone assume the sole responsibility of evaluating the merits and risks associated with the access to, or use of, the Application before making any decisions based on the information contained in the Rarimo Content.
- 5.4. Except for any Feedback (*as defined below*) submitted by you, you retain any and all IP Rights you already hold under applicable law in materials, including information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and

other content you upload, publish, and submit to or through the Application (the "**User Content**"), subject to the rights, licenses, and other terms of the Terms, including any underlying rights of other Users or Rarimo in the relevant content that you may use or modify.

- 5.5. In connection with the User Content, you affirm, represent, and warrant that you own or have all necessary IP Rights, licenses, consents, and permissions to use and authorize Rarimo and Users to use the User Content in the manner contemplated by the Terms.
- 5.6. Because the law may or may not recognize certain IP Rights in any particular User Content, you should consult a lawyer if you want legal advice regarding your legal rights in a specific situation. You acknowledge and agree that you are responsible for knowing, protecting, and enforcing any IP Rights you hold, and that Rarimo cannot do so on your behalf.
- 5.7. Except as prohibited by any applicable law, you hereby waive, and you agree to waive, any moral rights (*including attribution and integrity*) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (*if any*) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section.
- 5.8. You hereby grant to Rarimo, and you agree to grant to Rarimo, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and sell, re-sell or sublicense (*through multiple levels*), and otherwise exploit in any manner whatsoever, all or any portion of your User Content (*and derivative works thereof*), for any purpose whatsoever in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You agree that the license includes the right to copy, analyze and use any User Content as Rarimo may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Application and future improvements to the Application.
- 5.9. You acknowledge and agree that the Rarimo Content and Application constitute IP belonging to Rarimo or its relevant suppliers or licensors (the "**Rarimo's IP**"), and as between you and us, all IP Rights related to the Rarimo's IP belong to us or our relevant suppliers or licensors. All uses of the Rarimo's IP shall inure to the benefit of Rarimo.
- 5.10. You shall use the Rarimo's IP: (i) only in strict accordance with specifications and directions supplied by or on behalf of Rarimo from time to time; (ii) only in connection with your personal access to, or use of, the Application and Services, and (iii) only in the form and style approved by Rarimo.
- 5.11. You shall not use, adopt, include or otherwise misappropriate all or any portion of the Rarimo's IP in your IP or in the IP of any other person.
- 5.12. You shall not use the Rarimo's IP in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of Rarimo or its products and services.
- 5.13. You shall not register, attempt to register or lay any claim to any Rarimo Content, Rarimo's IP, or any IP, confusingly similar to Rarimo Content or Rarimo's IP.
- 5.14. No transfer, grant, or license of the IP Rights to the Rarimo IP's or Rarimo Content, is made or is to be implied by the Terms except as may be expressly stated otherwise herein.
- 5.15. We always appreciate feedback or other suggestions (collectively, the "**Feedback**"), but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.
- 5.16. Rarimo shall not be obliged to monitor or enforce your IP Rights to your User Content, but you grant us the right to protect and enforce our rights to your User Content, including by bringing and controlling actions in your name and on your behalf (*at Rarimo's cost and expense, to which you hereby consent and irrevocably appoint Rarimo as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest*).

## 6. USERS' WARRANTIES AND REPRESENTATIONS

6.1. You hereby warrant and represent that:

- (1) you are not relying on Rarimo or any of its Affiliates, owners, directors, officers, counsel, employees, agents, or representatives for legal, investment, or tax advice. You represent that to the extent that you have any questions with respect to the Terms, you have sought professional advice;
- (2) you understand and accept that the Application solely allows the User to interact with the relevant Protocol via the Interface, therefore, Rarimo shall not be deemed as any kind of financial or payment institution or provider of any financial services of any kind;
- (3) you understand and accept that the Application does not have access to, nor does it hold, the User's Wallet, Factors, digital assets, bank account or card details, or any other information that may, or could potentially, provide the Application with access to the User's digital assets or funds. The User shall be solely responsible for safeguarding, holding, and maintaining the security of the Wallet, Factors, any private keys, mnemonic phrases, or any other security means related to the Wallet, as well as digital assets, bank account or card details, or any other information that may, or could potentially, grant any person access to the User's digital assets or funds;
- (4) you understand and accept that Rarimo does not execute any control over the transactions, performed by the User via the Wallet, shall not be deemed as the participant of any such transaction and shall not be responsible for their performance, confirmation or reversing;
- (5) you understand and accept that the Application and the related smart contracts, software and platform (the "**Application Software**") are still in an early development stage and unproven, that there is no warranty that the Application or Services will be uninterrupted or error-free, and that there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs which may affect the digital assets;
- (6) you understand and accept that certain jurisdictions may apply existing regulations on, or introduce new regulations addressing, blockchain-based applications. Such regulations may result in substantial modifications of the Application Software or Services, including their termination;
- (7) THE DIGITAL ASSETS HELD IN THE WALLET CAN ONLY BE ACCESSED BY USING A COMPATIBLE WALLET WITH A COMBINATION OF YOUR ACCOUNT INFORMATION (*ADDRESS*) AND FACTORS. YOU UNDERSTAND AND ACCEPT THAT IF YOUR FACTORS ARE LOST OR STOLEN, THE DIGITAL ASSETS ASSOCIATED WITH YOUR WALLET WILL BE UNRECOVERABLE AND WILL BE PERMANENTLY LOST;
- (8) you understand and accept that the Application Software may be exposed to attacks by hackers or other persons that could result in theft or loss of the digital assets;
- (9) you understand and accept that the blockchain is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Application Software, expected proper execution and sequencing of the transactions, and expected proper execution and sequencing of contract computations;
- (10) you are not making any transaction via the Wallet for any illegal purposes;
- (11) you understand and accept that with regard to the digital assets no market liquidity may be guaranteed and that the value of the digital assets over time may experience extreme volatility or depreciate in full;
- (12) you understand that you bear the sole responsibility to determine if the action or transaction related to exchanging, holding or using digital assets will have tax implications for you; to the extent permitted by law, you agree not to hold Rarimo or any of its Affiliates liable for any tax liability associated with or arising from the exchange, ownership or use of digital assets;
- (13) the assets that you use to perform the transactions via the Wallet, including any fiat or digital assets, are not derived from or related to any unlawful activities, including but not limited to money laundering

or terrorist financing. You will not use, or permit the use of, the digital assets to finance, engage in or otherwise support any unlawful activities;

- (14) to the extent required by applicable laws, you have complied and will continue to comply with all applicable laws in connection with your access and use of the Application, including all anti-money laundering and counter-terrorism financing requirements at all times; and
- (15) (i) you are not located in, and you are not a national or resident of, any jurisdiction to which the United States, United Kingdom, European Union, Australia, or Canada has embargoed goods or services the same type as the Application, including Cuba, Iran, North Korea, the Russian Federation, Sudan, Syria, the Crimea, Luhansk or Donetsk regions of Ukraine as well as any temporary occupied by the Russian Federation territories of Ukraine at a given time, including the relevant parts of Kharkiv, Sumy, Dnipropetrovsk, Kherson, and Zaporizhzhia regions, and (ii) you are not a person or entity, or owned by, under the control of, or affiliated with, a person or entity (a) that appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List; (b) that appears on the U.S. Department of State's Terrorist Exclusion List; (c) that appears on the Bureau of Industry and Security's Denied Persons, Entity or Unverified List; (d) that appears on the Consolidated List of Targets published by the U.K. HM Treasury; (e) that appears on the Consolidated List published by the A.U. Department of Foreign Affairs and Trade, or (f) that is subject to sanctions in any other jurisdiction.

## **7. PROHIBITED ACTIVITIES**

- 7.1. By accessing and using the Application, including any Interface, you agree that you will not engage in, or attempt to engage in, any of the following prohibited activities:
  - (1) Intellectual Property Infringement. Activity that infringes on or violates any IP Rights under the law.
  - (2) 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.
  - (3) Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including, but not limited to, by providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
  - (4) Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as "rug pulls", pumping and dumping, and wash trading.
  - (5) Securities and Derivatives Violations. Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
  - (6) Sale of Stolen Property. Buying, selling, or transferring of stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
  - (7) Data Mining or Scraping. Activity that involves data mining, robots, scraping, or similar data gathering or extraction methods of content or information from any part of the Application.
  - (8) Objectionable Content. Activity that involves soliciting information from anyone under the age of 18 (eighteen) or that is otherwise harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable.
  - (9) Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by applicable laws.

## **8. TERM AND TERMINATION**



- 8.1. Except to the extent you have agreed otherwise in a separate written agreement between you and Rarimo, you may terminate your access to, or use of, the Application and Terms at any time. In the event there is a separate agreement between you and Rarimo governing your access to, and use of, the Application and that agreement terminates or expires, the Terms (*as unmodified by such agreement*) shall govern your access to, and use of, the Application unless and until you terminate your access to, and use of, the Application.
- 8.2. All provisions of the Terms that by their nature should survive termination of the Terms shall survive (*including all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licenses*).
- 8.3. You agree that Rarimo, in its sole discretion, may suspend or terminate your access to, or use of, the Application (*or any part thereof*) and remove and discard any content within the Application, for any reason or no reason, including for lack of use or if Rarimo believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, infringing, or illegal activity that may be grounds for termination of your access to, or use of, the Application may be referred to appropriate law enforcement authorities. Rarimo may also in its sole discretion and at any time discontinue providing the Application, or any part thereof, with or without notice. You agree that any termination of your access to, or use of, the Application under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Rarimo may immediately terminate or deactivate your access to, and use of, the Application. Further, you agree that Rarimo will not be liable to you or any third party for any termination of your access to, or use of, the Application or Services.

## 9. INDEMNIFICATION AND DISCLAIMER

- 9.1. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD RARIMO AND ITS AFFILIATES AND EACH OF THEIR OFFICERS, EMPLOYEES, CONTRACTORS, PARTNERS, MEMBERS, DIRECTORS, AND AGENTS (COLLECTIVELY, "**RARIMO PARTIES**") HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RIGHTS, CLAIMS, ACTIONS OF ANY KIND AND INJURY (*INCLUDING DEATH*) ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE APPLICATION, ANY YOUR USER CONTENT, YOUR CONNECTION TO THE APPLICATION, YOUR VIOLATION OF THE TERMS OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER USER. NOTWITHSTANDING THE FOREGOING, YOU WILL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD HARMLESS ANY RARIMO PARTIES FROM OR AGAINST ANY LIABILITY, LOSSES, DAMAGES OR EXPENSES INCURRED AS A DIRECT RESULT OF ANY ACTION OR INACTION OF SUCH RARIMO PARTIES.
- 9.2. YOUR ACCESS AND USE OF THE APPLICATION IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND RARIMO EXPRESSLY DISCLAIMS WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. RARIMO (*AND RARIMO PARTIES*) MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIMS ALL RESPONSIBILITY FOR WHETHER THE APPLICATION: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. RARIMO DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. RARIMO WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE APPLICATION. WHILE RARIMO ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE APPLICATION SAFE, RARIMO CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE APPLICATION OR RARIMO CONTENT YOU INTERACT WITH, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM RARIMO OR RARIMO PARTIES OR THROUGH THE APPLICATION WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD RARIMO RESPONSIBLE FOR ANY BREACH OF SECURITY.

- 9.3. FURTHER, YOU UNDERSTAND THAT BLOCKCHAIN-BASED SMART CONTRACT TRANSACTIONS AUTOMATICALLY EXECUTE AND SETTLE, AND THAT THEY ARE IRREVERSIBLE WHEN CONFIRMED. YOU ACKNOWLEDGE AND ACCEPT THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS INCLUDING, BUT NOT LIMITED TO, RARIMO, ETHEREUM, AVALANCHE, BASE, BNB SMART CHAIN AND POLYGON ARE VARIABLE AND MAY INCREASE, SLOW DOWN OR OTHERWISE FLUCTUATE DRAMATICALLY AT ANY TIME.
- 9.4. YOU UNDERSTAND THAT NEITHER RARIMO NOR ANY OF ITS AFFILIATES CONTROLS OR OPERATES ANY PROTOCOLS AND NEITHER WE NOR OUR AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SAFETY OR SOUNDNESS OF ANY PROTOCOLS. AS SUCH, WE ARE NOT RESPONSIBLE FOR ANY OF THESE VARIABLES OR RISKS, DO NOT OWN OR CONTROL ANY PROTOCOLS, AND CANNOT BE HELD LIABLE FOR ANY LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING ANY PROTOCOLS VIA OUR APPLICATION. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING ANY INTERFACE TO INTERACT WITH THE PROTOCOLS.
- 9.5. SIMILARLY, WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF THE APPLICATION AND RARIMO CONTENT, INCLUDING ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR; (II) SERVER FAILURE OR DATA LOSS; (III) UNAUTHORIZED ACCESS OR USE, AND (IV) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE APPLICATION.
- 9.6. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, THEREFORE, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **10. LIMITATION OF LIABILITY**

- 10.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER RARIMO NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (*EVEN IF RARIMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES*), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) ACCESS TO OR USE OF THE APPLICATION; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN THE APPLICATION, OR (IV) ANY OTHER MATTER RELATING TO THE APPLICATION. IN NO EVENT WILL RARIMO'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED USD 100 (ONE HUNDRED DOLLARS).
- 10.2. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APPLICATION, OR WITH THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS AND USE OF THE APPLICATION.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

- 11.1. The Terms shall be governed by and construed and interpreted in accordance with the laws of the Cayman Islands irrespective of the choice of laws principles of the Cayman Islands, as to all matters, including matters of validity, construction, effect, enforceability, performance, and remedies. Although the Application may be available in other jurisdictions, each User hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over Rarimo in any forum outside the Cayman Islands.
- 11.2. If the User has a potential legal dispute, claim, or cause of action against Rarimo, the User shall first (*prior to initiating any litigation proceedings*) contact Rarimo by sending an email to:

[info@rarimo.foundation](mailto:info@rarimo.foundation) (subject line: "Dispute") describing the nature of the potential dispute, claim, or cause of action and providing all relevant documentation and evidence thereof. If so elected by Rarimo, the User shall use commercially reasonable efforts to negotiate a settlement of any such legal dispute, claim, or cause of action within 60 (sixty) calendar days of the delivery of such email (the "**Facilitation Period**"). Any such dispute, claim, or cause of action that is not finally resolved by a binding, written settlement agreement within the Facilitation Period shall be brought and resolved exclusively in accordance with the following provisions of this Section 11.

- 11.3. Except as set forth in Section 11.2, all claims, disputes, and controversies directly or indirectly arising out of or in connection with or directly or indirectly relating to the Terms or any of the matters or transactions contemplated by the Terms (*for the avoidance of doubt, including any claim seeking to invalidate, or alleging that, all or any part of the Terms is unenforceable, void or voidable*) (such claims, disputes and controversies, collectively, the "**Disputes**") shall be finally settled by binding arbitration, rather than in court. The arbitrator, and not any federal, state or local court, agency, or other governmental authority, shall have exclusive authority to resolve the Disputes.
- 11.4. The User and Rarimo (collectively, the "**parties**") hereby acknowledge, represent and warrant that they understand that: (i) there is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning Disputes; (ii) in some instances, the costs of arbitration could exceed the costs of litigation; (iii) the right to discovery may be more limited in arbitration than in court, and (iv) court review of an arbitration award is limited. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 11.5. The arbitration shall be administered by JAMS by the sole arbitrator in the English language pursuant to its Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**"), excluding any rules or procedures governing or permitting class actions. Rarimo or, following the Facilitation Period, any User may initiate an arbitration proceeding by delivering written notice to the other, whereupon the parties shall reasonably cooperate to select an arbitrator and submit the relevant Dispute to such arbitrator. In the event the parties are unable to agree on the selection of an arbitrator within 15 (fifteen) calendar days from the filing of a demand for arbitration, JAMS shall appoint the arbitrator. Such arbitration shall be conducted in the Cayman Islands or remotely to the extent permitted by the JAMS Rules. Rarimo will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and reasoned, and binding on the parties, and may be entered by any party as a judgment in any court of competent jurisdiction.
- 11.6. Except to the extent necessary to enforce their respective rights under the Terms or as otherwise required by applicable law, the parties undertake to maintain confidentiality as to the existence and events of the arbitration proceedings and as to all submissions, correspondence, and evidence relating to the arbitration proceedings. This provision shall survive the termination of the relevant arbitral proceedings.
- 11.7. All Users hereby agree that any arbitration or other permitted action with respect to any Dispute shall be conducted in their individual capacities only and not as a class action or other representative action, and the Users expressly waive their right to file a class action or seek relief on a class basis. USERS SHALL BRING CLAIMS AGAINST RARIMO ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- 11.8. If any court or arbitrator makes a final, binding and non-appealable determination that the class action waiver set forth in Section 11.7 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void with respect to any Dispute that would thus be required to be resolved by arbitration on a class basis, and the parties shall be deemed to have not agreed to arbitrate such Dispute. In the event that, as a result of the application of the immediately preceding sentence or otherwise, any Dispute is not subject to arbitration, the parties hereby agree to submit to the personal and exclusive jurisdiction of and venue in the courts located in the Cayman Islands, and hereby waive any and all jurisdictional and venue defenses otherwise available with respect to such Dispute.

## 12. NOTICES

We may provide any notice or communication required or permitted hereunder by posting such notice or communication on our Application or through any other electronic means reasonably likely to be received by you. You may contact us at the following contact details:

**Name:** Rarimo Foundation

**Address:** PO Box 472, 2nd Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands

**Email:** [info@rarimo.foundation](mailto:info@rarimo.foundation)

### **13. MISCELLANEOUS PROVISIONS**

- 13.1. These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.
- 13.2. You shall not assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of your rights and obligations under these Terms without prior written consent of Rarimo. Rarimo may assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under these Terms without your prior written consent.
- 13.3. These Terms set forth the entire agreement between you and Rarimo with regard to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, both written and oral, between you and Rarimo with respect to the subject matter hereof.
- 13.4. Should any term, condition, provision, or part of these Terms be found to be unlawful, invalid, illegal, or unenforceable, that portion shall be deemed null and void and severed from these Terms for all purposes, but such illegality, or invalidity or unenforceability shall not affect the legality, validity, or enforceability of the remaining parts of these Terms, and the remainder of these Terms shall remain in full force and effect, unless such would be manifestly inequitable or would serve to deprive either Party of a material part of what it bargained for in entering into these Terms.
- 13.5. No failure or delay on the part of Rarimo in the exercise of any power, right, privilege, or remedy under the Terms shall operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise of any such power, right, privilege, or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Rarimo shall not be deemed to have waived any claim arising out of the Terms, or any power, right, privilege, or remedy under the Terms, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Rarimo, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 13.6. Nothing contained in these Terms shall be deemed to constitute a partnership, joint venture or employment.
- 13.7. These Terms shall inure to the benefit of Rarimo, the Users, and their respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons and any person who may otherwise succeed to any right, obligation, or liability under these Terms by operation of law or otherwise.
- 13.8. Rarimo shall not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within its control (*including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, or any aspect thereof, or any hack, denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and services that enable Rarimo to provide the Application*). It being understood that Rarimo shall use commercially reasonable efforts, consistent with accepted practices in the industries in which Rarimo operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.