

# MultiSig Labs' Terms of Use

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## Introduction

This Terms of Use (“Agreement” or “Terms”) is a binding contract between you (“you” or “user”) and MultiSig Labs (“we” or “us”) that governs your access to our website located at <https://www.gogopool.com> (the “Site”), use of the services provided by MultiSig Labs described below, and such other services that may be offered by MultiSig Labs from time to time (collectively, the “Services”).

**THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. YOU MUST BE ABLE TO FORM A LEGALLY BINDING CONTRACT ONLINE EITHER AS AN INDIVIDUAL OR ON BEHALF OF A LEGAL ENTITY.**

**Please read these Terms carefully before using the Site, Platform, and/or any Services to ensure that you understand each provision. These Terms apply to any person or entity accessing the Site. By using the Site you agree to be bound by them. If you do not want to be bound by them, you should not access the Site. By using the Site in any capacity, you agree that you have read and understood these Terms.**

### **RISK DISCLOSURE**

**BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT MULTISIG LABS IS NOT RESPONSIBLE FOR THE RISKS PREVIOUSLY STATED, AND YOU VOLUNTARILY ASSUME AND ACCEPT SUCH RISKS IN YOUR DECISION TO ENGAGE IN THE SERVICES ON THE MULTISIG SITE.**

## User Eligibility

Your ability to use our Services is subject to the following conditions:

- You must be at least 18 years of age or the age of majority where you reside, whichever is older. Persons who are not the age of majority are not eligible to use the Site, Platform, or Services, and we ask that no information in relation to such persons be submitted to us.
- If you are agreeing to these Terms on behalf of a legal entity, you must have the legal authority to bind the company or other legal entity to these Terms.
- You have made enquiries and are satisfied as to the legitimacy, authenticity and lawfulness of your right to acquire ownership, resell or otherwise deal with Digital Assets;
- You will not accept, solicit, offer, or engage with other Users, transact on or off the Platform or otherwise engage with smart contracts, with the intent to artificially devalue, inflate, or otherwise deceptively influence, misrepresent, or cause to be misrepresented the price of GGP Token, ggAVAX Token, or other Digital Assets;
- You will not engage in any unlawful or deceptive conduct that may prevent competitive or fair trading, artificially inflate or deflate the price of GGP Token, ggAVAX Token, or other Digital Assets, simulate demand for any Digital Asset, or any other anti-competitive practices.
- You must have the full right, power, and authority to enter into and comply with the obligations under these Terms.
- You must not attempt to access or use the Services if you are not permitted to do so, whether by law or under these Terms. By using the Services, you affirm, represent and warrant that you have the right, authority and capacity to enter into these Terms, you meet all of the eligibility requirements, and your use of the Services shall not violate any applicable laws including those in your jurisdiction.
- You must not be subject to any sanctions program or be a citizen of, or located, organized or resident in a country or territory that is, or whose government is, the subject of sanctions programs that prohibit dealings with that country or territory. Sanctions programs refer to relevant sanction requirements or restricted party lists that are created by or issued under the U.S. Bank Secrecy Act, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, Financial Crimes Enforcement Network (FinCEN), United Nations, North Atlantic Treaty Organisation, Organisation for Economic Cooperation and Development, Financial Action Task Force, or any other relevant governmental or non-governmental entity or agency. You must not be acting on behalf of or under the authority, instruction or employment of a company or other legal person.
- You may create no more than 100 accounts total on all MultiSig Labs products.
- You are advised to check these Terms periodically to familiarize yourself with any changes to the Terms. MultiSig Labs, in its sole discretion, reserves the right to make changes to our terms of services. Changes are binding on users of the Site and will take

effect immediately upon posting. As a user, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications. MultiSig Labs will indicate on the Site of the changes to these Terms. You accept by doing so, we provide you with sufficient notice of such change. Our Privacy Policy also applies to your use of the Site.

## User Representations and Warrants

You are knowledgeable, experienced and sophisticated in using blockchain technology, entering blockchain-based transactions and in using our Services;

## The Site

### Your Wallet and Equipment

To use our Services, you need a Metamask or other compatible Digital Asset wallet or address (“Wallet”). This is how we identify you and your activity on our Platform (“your linked Wallet”).

You agree to be responsible for all action taken using your linked Wallet, whether authorized by you or not.

GGP Tokens, ggAVAX Tokens, or other Digital Assets that you purchase or use in relation to the Services may be held in one or more Wallets of yours. MultiSig Labs does not operate, maintain, control or have custody over any contents of your Wallet. We accept no responsibility for, or liability to, you in connection with your Wallet and make no representations or warranties regarding how the Service will operate with any specific Wallet. Any issues relating to your Wallet should be addressed to your Wallet provider. We are not responsible for any acts or omissions by you in connection with your Wallet as a result of your Wallet being compromised.

You must provide all equipment, connectivity, and software necessary to connect to the Service. You are solely responsible for any costs and expenses, including Internet connection or mobile fees, which you incur when accessing the Services.

### Payments, Fees, and Taxes

You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “Tax” or “Taxes” refers to any and all federal, state, local, municipal and national taxes, duties, levies, tariffs and other governmental charges, including gross receipts, personal or corporate income, profits, sales, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties

and additions imposed with respect to any such amounts. The use of our Services may require Platform fees payable to the smart contract.

All payments you make to MultiSig Labs, other Users or the Platform under these Terms shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Tax, bank transfer fees, charges or otherwise) unless a deduction or withholding is required by any applicable law, in which event you shall:

- Ensure that the deduction or withholding does not exceed the minimum amount legally required;
- Be liable to pay to us, such other User or the Platform such additional amount that will result in the net amount received by us, such other User or the Platform being equal to the amount which would have been received had no such deduction or withholding been made; and
- Pay to the relevant Tax authority, within the period for payment permitted by any applicable law, the minimum amount of the deduction or withholding required by law.

We reserve the right to report any activity occurring using the Services to relevant Tax authorities as required under applicable law. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any Tax authority including any information derived from the Services.

All Fees are non-refundable except at the sole discretion of MultiSig Labs (for Fees within its control) or applicable third parties.

## Access to the Site

Access to the Site is provided “as is” and “as available” basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance. We reserve the right to limit the availability of the site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the site, at any time and in our sole discretion. We may suspend or disable your access to the Site if we consider it reasonable to do so, e.g. you breach these Terms. We may remove or amend the content of the Site at any time. We do not guarantee that the Site, or any content on it, will be free from errors or omissions. We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the site.

As a condition to accessing or using the Site, you:

- will only use the Services and the Site for lawful purposes and in accordance with these Terms;

- will ensure that all information that you provide on the Site is current, complete, and accurate;
- will maintain the security and confidentiality of access to your cryptocurrency wallet address

## Prohibited Use

As a condition to accessing or using the Site or the Services, you agree and acknowledge that you will not do, or attempt to do, the following (“Prohibited Activities”) without our express prior written permission in each case:

- Violate any Applicable Law, including, without limitation, any relevant and applicable anti money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended;
- Use the Site for any purpose that is unlawful;
- Use, display, mirror or frame the Services or any individual element within the Services, MultiSig Labs’ name, any MultiSig Labs’ trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without our express written consent;
- Export, reexport, or transfer, directly or indirectly, any MultiSig Labs’ technology in violation of applicable export laws or regulations;
- Modify, distort, mutilate, or perform any other modification to MultiSig Labs’ Content which would be prejudicial to GoGoPool’s brand and/or reputation;
- Use MultiSig Labs’ Content in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, terrorism or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- Communicate or interact with the Services in a manner that wrongly implies that we have sponsored or approved Your Content;
- Attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to MultiSig Labs’ Content;
- Use the Services or MultiSig Labs’ Content for any commercial purpose (such as incorporating such Content in videos for commercial purposes) or for the benefit of any third party (such as to market or sell any third party product or service that include or contain MultiSig Labs’ Content);
- Impersonate or misrepresent your affiliation with any person or entity;
- Infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
- Use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the GoGoPool Protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the GoGoPool Protocol in any manner;
- Use the Services, including GGP token, ggAVAX token, or Digital Assets that are supported on the Platform, for the purpose of concealing economic activity, laundering money, financing terrorism or fraud;

- Use the Services to conduct financial activities subject to registration or licensing including, but not limited to, the creation and trading of securities, commodities, options, debt instruments or other financial instruments;
- Engage in deceptive or manipulative trading activities;
- Attempt to circumvent any content filtering techniques or security measures that MultiSig Labs employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
- Collect or store any personally identifiable information from other Users without their express permission;
- Use the Services to post or transmit any unauthorized Content including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, or pornographic or is otherwise detrimental to or in violation of applicable laws, our systems or a third party's systems or network security;
- Attempt to access or search the Services or download Content from the Site or Platform using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data-mining tools or the like) other than the software and/or search agents provided by MultiSig Labs or other generally available third-party web browsers;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Attempt to hack or hack our Services or any of our Users, or upload any computer viruses including worms, Trojan horses, corrupted files, cancelbots, or any other similar software or programs which may damage the operation of another's computer or property or interfere with the Services;
- Violate any applicable law or regulation; Use the Services or MultiSig Labs' Content in any manner which, in our sole discretion, would be prejudicial to MultiSig Labs' brand or reputation;
- encourage or induce any third party to engage in any of the activities prohibited under these Terms.

We reserve the right to cancel and/or suspend your access to our services immediately and without notice if we determine, in our sole discretion, that your use of the Services is associated with a Prohibited Use.

## RISK DISCLOSURES

You acknowledge that the Site and your use of the Site contain certain risks, including without limitation the following risks:

- The price of Digital Assets can fluctuate significantly. In using the Services, you may lose all the money you have used in purchasing or otherwise dealing in Digital Assets.
- You have done your research before you decide to purchase, sell, transfer, or otherwise interact with Digital Assets, and are using the Services at your own risk. Any Smart Contracts you interact with are entirely your own responsibility and liability, and you acknowledge that MultiSig Labs is not party to the Smart Contracts;

- Digital Assets exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of title occurs on the decentralized ledger within such blockchain network. We do not guarantee that we can affect the transfer of title or right in any Digital Assets. Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Transactions in Digital Assets may be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.
- At any time, your access to your cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use of your cryptocurrency assets which may result in the cryptocurrency assets diminishing in value;
- The Services may be temporarily unavailable from time to time for maintenance or other reasons. MultiSig Labs will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.
- And the Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.

MultiSig Labs will not be responsible for any risks to you from using the Services, which include, but are not limited to:

- Non-recoverable and/or non-reversible transactions;
- Fraudulent and/or fraudulent transactions;
- Unauthorized third-party access such as malicious software, hacking, theft, attacks;
- Hardware, software and/or internet connection failure;
- Changes to the protocol or network of the underlying blockchain including changes in operating rules (“Forks”) which may affect the availability, value, functionality and/or name of a Digital Asset;
- Regulatory changes which may adversely affect the development of the Services and the use of Digital Assets;
- A lack of public interest in the Services which may also negatively impact the potential utility or value of Digital Assets; or
- Changes affecting, or decisions taken by, third-party platforms which may support or perform transactions with respect to our Services.

Accordingly, you expressly agree that:

- You assume all risk in connection with your access and use of the Site, the Application and the Smart Contracts;
- That you expressly waive and release MultiSig Labs from any and all liability, claims, causes of action, or damages arising from or in any way related to your use of the Site, the Application or the Smart Contracts.

We are not providing any financial, legal, tax, accounting or other professional advice. Nothing from our Services, including any Content on the Platform, should be construed as financial, legal, tax, accounting or other professional advice. If you are in doubt, please consult an

independent professional advisor from persons licensed and qualified in the area for which such advice would be appropriate.

## Third-Party Content

The Site may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

## General Rights and Restrictions

- **Unlawful Purposes:** Digital Assets used primarily or substantially for the purpose of raising funds for terrorist organizations are prohibited on the Platform.
- **Stolen Content:** The sale of stolen or otherwise illegally obtained Digital Assets on the Platform is prohibited. If you have reason to believe that any Digital Asset supported by the Platform was illegally obtained, please contact us immediately. Transacting illegally obtained Digital Assets may result in your access to the Services being suspended.
- **Monitoring and Investigations:** We are not obligated to monitor access to or use of the Services or to review or edit any Content on the Site or Platform. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable Users' access to Services or Digital Assets at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services.
- **System Maintenance:** We may interrupt your access to the Services at our sole discretion for any reason, including but not limited to, updating, maintenance, malfunctioning equipment or repairing the Services.

## No Buy-Back, Redemption or Burning

We do not represent, warrant or undertake that we will buy back, redeem, burn or provide any other similar features in relation to GGP Token, ggAVAX Token or other Digital Assets. However, we may do any of the foregoing at our discretion. We are not required to warn any User or third party when we decide to exercise this right.

## No Ownership Interest, Claim or Loan

You understand and agree that your purchase, sale, holding, receipt or use of GGP Tokens, ggAVAX Tokens, other Digital Assets or other assets from the Services does not:

- Represent or constitute a loan or a contribution of capital to, or other investment in MultiSig Labs or any other entity that directly or indirectly controls, is controlled by, or is under common control with, MultiSig Labs ("Affiliates");
- Provide you with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in MultiSig Labs or its Affiliates; and
- Create or imply or entitle you to the benefits of any fiduciary or other agency relationship between MultiSig Labs, its Affiliates, or any of its directors, officers, employees, or agents.

## Privacy Policy

Certain areas of our website may record and collect information about you. You can find more information about how we will process your personal information in our Privacy Policy.

## Intellectual Property Rights

The Service, Site and Platform contain content that may include text, files, documents, graphics, images, designs, music, software, audio and video ("Content"). The Service and all Content contained therein or made available through the Service, including without limitation the GoGoPool logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "MultiSig Labs' Content") belong to us or our licensors. Unless otherwise indicated in writing by us, all of MultiSig Labs' Content is the proprietary property of MultiSig Labs, its Affiliates, or our licensors, as applicable. You may not use any MultiSig Labs' Content to link to the Service without our express written permission. You may not use framing techniques, metatags or other 'hidden text' to enclose any MultiSig Labs' Content without our express written consent.

MultiSig Labs, our Affiliates and our licensors exclusively own all right, title and interest in and to the Service, including all associated intellectual property rights therein. You acknowledge that the Service is protected by trademark, copyright and other laws. The appearance and style of the Site and Platform constitute the trademark of MultiSig Labs, our Affiliates and licensors, and may not be copied, imitated or used in whole or in part without our express written permission. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. You also agree that you will not apply for, register, or otherwise use or attempt to use any of our trademarks anywhere in the world without our prior written consent.

[www.gogopool.com](http://www.gogopool.com) is the uniform resource locator ('URL') of GoGoPool Protocol owned and operated by MultiSig Labs. You will not make use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent. You agree not to monitor, use or copy our web pages without our prior consent.

Any unauthorized use or reproduction may be prosecuted. It is our policy to terminate in appropriate circumstances Users who repeatedly infringe or are believed to be repeatedly infringing the intellectual property rights of MultiSig Labs, its Affiliates or third parties.

You will retain ownership of all copyright in data you upload or submit to the Site. You grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute or publish and send this data in any manner.

Except for Your Content legally posted on the Site or Platform, you may not republish MultiSig Labs' Content on any internet, intranet or extranet site or incorporate the Content in any other

database or compilation. Any use of MultiSig Labs' Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the License granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This License is revocable by us at any time without notice and with or without cause.

## Disclaimers

If you elect to interact with Digital Assets, any transactions that you engage in will be conducted solely through the blockchain network governing such Digital Asset and you will be required to make or receive payments exclusively through your Wallet. We will have no control over these payments or transactions, nor do we have the ability to reverse any transactions. 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 enter into in relation to the Service.

Your use of the Services is at your own risk. You understand and agree that the Services provided, including any Digital Assets listed therein, are provided on an "as is" and "as available" basis without warranties or conditions of any kind, either express or implied. MultiSig Labs (and its service providers) make no representation or warranty:

- That the Services will meet your requirements;
- That the Services will be available on an uninterrupted, timely, secure, or error-free basis;
- That the content and materials available on the Site constitutes any form of advice or recommendation by us. The content and materials available should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and is not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from financial advisory before making any such decision. The content and materials available on the Site are for informational purposes only and are not intended to address your particular requirements.
- That the Services or MultiSig Labs' Content are lawful, accurate, complete, reliable, safe, error-free, free of other viruses or other harmful components. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.
- We cannot promise that the use of the Site, or any content taken from the Site, will not infringe the rights of any third party.
- That anything included in the site constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction.

- As to the value, fairness of price or value of use of any Digital Assets available for sale on the Platform or subsequently made available for sale on any third-party platform;
- Of title, origin, non-infringement, functionality, merchantability, usage, security, suitability or fitness for any particular purpose, workmanship or technical quality of any Digital Asset; or
- About the identity, legitimacy, authenticity or legal rights of Users to acquire ownership, resell or otherwise deal with Digital Assets available on the Platform.

From time to time, reference may be made to data we have gathered. These references may be selective or, may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.

MultiSig Labs disclaims all other warranties or conditions, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law, as to the Service and MultiSig Labs' Content.

We will not be responsible or liable to you for any loss in relation to your use of Services, or Digital Assets, or your disclosure of Content online, including but not limited to any losses, damages or claims arising from:

- User error such as forgotten passwords, incorrectly constructed transactions, or mistyped addresses;
- The purchase or inability to purchase Digital Assets on the Platform; Compromised or hacked linked Wallets;
- Server failure or data loss; Corrupted Wallet files;
- Unauthorized access to applications;
- Any unauthorized third-party activities or breaches of security, including the use of viruses, phishing, bruteforcing or other means of attack against the Services; or
- Issues with the blockchain supporting Digital Assets, including Forks, technical node issues, repudiated transactions, migrations or updates.

MultiSig Labs will not be responsible or liable to you for any losses when we decide to sell or purchase any quantity of Digital Assets at our sole discretion.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not fully apply to you.

Nothing in these Terms shall exclude or limit liability of either party for fraud, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

## Limitation of Liability

To the maximum extent permitted by law, neither MultiSig Labs, nor its service providers involved in creating, producing, or delivering the Services will be liable for: any incidental,

special, punitive, exemplary or consequential damages, or damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services of any kind arising out of or in connection with these Terms or from the use of or inability to use the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not MultiSig Labs or its service providers has been informed of, or could foresee, the possibility of such damage.

To the maximum extent permitted by law, neither MultiSig Labs nor its service providers will be liable for any damages to your computer system, mobile device or data from the use of the Service and any third-party sites.

To the maximum extent permitted by the law of the applicable jurisdiction, in no event will MultiSig Lab's total liability, arising out of or in connection with these Terms or from your use of or inability to use the Services, exceed the amounts you have paid or are payable by you to MultiSig Lab's for use of the Services, or one hundred US Dollars (USD 100) if you have not had any payment obligations to MultiSig Labs, as applicable.

The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between MultiSig Labs and you.

## Indemnity

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless MultiSig Labs, and our respective past, present and future Affiliates, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, agents, representatives, predecessors, successors and assigns, from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:

- Your use or misuse of the Services;
- Your violation of these Terms;
- Your use or disposal of any Digital Assets;
- Your negligence or willful misconduct; or
- Your violation of the rights of a third party or of applicable law.

You agree to promptly notify us of any Claims and cooperate with us in defending such Claims. You further agree that MultiSig Labs shall have control of the defense or settlement of any

third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any written agreement between you and MultiSig Labs.

## Governing Law and Venue

This Agreement and any Services provided hereunder will be governed exclusively by the laws applicable in the Cayman Islands, excluding its provisions on conflicts or choice of law. Subject to the arbitration provision below, Users irrevocably and unconditionally consent to submit to the exclusive jurisdiction and venue of the courts of the Cayman Islands with respect to any dispute or litigation arising under these Terms or as the result of any Services.

## Dispute Resolution

### Mandatory Arbitration of Disputes

Any dispute, claim or controversy arising out of or relating to the Services, these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration rather than a court in the Cayman Islands before a sole arbitrator. The arbitration shall be administered by the Cayman Islands pursuant to streamlined arbitration rules and procedures, and the arbitrator shall apply the laws applicable in the Cayman Islands. Judgment on the award may be entered in any court having jurisdiction as specified above under “governing law and venue.” This clause shall not preclude parties from seeking injunctions or other forms of equitable relief or provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You agree that all disputes must be brought in your individual capacity and not as a Plaintiff or class member in any purported class or representative proceeding. By entering into this agreement and agreeing to arbitration, you agree that it is waiving the right to file a lawsuit and the right to a trial by jury. In addition, you agree to waive the right to participate in a class action or litigation on a class-wide basis. You agree that you have expressly and knowingly waived these rights. In any arbitration, the arbitrator may, in the award, allocate all or part of the costs of the arbitration including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party, and shall determine the prevailing party for this purpose.

### Exceptions

You and MultiSig Labs both may seek to resolve a Dispute in a small claims court if it qualifies, provided the claims remain only in such court; and

You and MultiSig Labs 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.

### Good faith resolution

You and MultiSig Labs agree to resolve disputes in good faith prior to either party initiating an arbitration, small claims court proceeding or equitable relief for intellectual property

infringement. If the parties do not reach agreement to resolve the dispute within thirty (30) days after initiation of this dispute resolution process, either party may commence arbitration, file an action in small claims court, or file a claim for injunctive or equitable relief in a court of proper jurisdiction for matters relating to intellectual property infringement, if the claims qualify.

## Time Bar Claims

To the extent permitted by law, any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and MultiSig Labs will not have the right to assert the claim.

## Arbitration Costs

Payment of all filing, administration and arbitrator fees will be governed by the XXX, and we will not seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If you prevail in arbitration you may be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

Opt-Out

## Class Action Waiver

You and MultiSig Labs each waive the right to a trial by jury or to participate in a class, representative or consolidated action or 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, without the written permission of all parties involved.

## General Terms

### Our right to purchase Digital Assets

We reserve the right to sell or purchase any quantity of Digital Assets at our sole discretion. We are not required to warn any User or third party when we decide to exercise this right.

### Our right to block access

We reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers.

## Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between MultiSig Labs and you regarding the Services, and these Terms supersede and replace any and

all prior or contemporaneous representations, communications or agreements (written or oral) made between MultiSig Labs and you regarding the Services.

## Assignability

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. MultiSig Labs 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.

We may perform any of our obligations, and exercise any of the rights granted to us under these Terms, through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party.

## No Waiver

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

## Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation, or any governmental agency, such provision shall be interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law, and the validity or enforceability of any other provision of this Agreement shall not be affected.

## Notices and communications

By using our Services, you consent to receiving electronic communications from us (including messages on third party platforms, Platform messages, or other types of messages).

Any notices or other communications provided by MultiSig Labs under these Terms will be given by posting on the Platform, on our official Discord channel, on our official Twitter page or any other platform that we may inform you.

Communication made by posting on the Platform or on any other platform will constitute written notice for the purposes of these Terms when the message is recorded to be posted on such platform by system record, except where the time of posting is not between 09:00am and 5:00pm on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice will be deemed to have been received at the commencement of business on the next such day in that place.

## Waiver of Rights

MultiSig Labs' failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of MultiSig Labs. 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. If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect. All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

## Force Majeure

MultiSig Labs shall not be liable for any action, omission, duty or obligation due to any occurrence that is beyond our control, including:

- any future laws or regulations;
- any act of God or war;
- terrorism;
- any epidemic or pandemic;
- hacking or other attack on the Services;
- the unavailability, disruption or malfunction of any network or blockchains;
- the unavailability, disruption or malfunction of the Internet; or
- any unavailability, disruption or malfunction of any system, software, network or infrastructure necessary for the Services to function.

## Contacting Us

Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending us an email at [contact@multisiglabs.org](mailto:contact@multisiglabs.org).