

Terms of Use

Last Updated: October 14, 2024

CORE Foundation (“Foundation”, “we”, “us”, “our”) operates this website and any other related website, app, tools, or services that link to these Terms of Use (“Terms”). These Terms govern your access to and use of the Foundation’s services, including the coredao.org, corechain.ventures, unlockingbitcoindefi.com, bitcoinreferencerate.com, and thebitcoincollective.org websites (collectively, the “Site”), as well as any other application, tool, service, media form, media channel, or mobile website related, linked, or otherwise connected thereto that link to these Terms (collectively, the “Services”).

The Foundation maintains and operates the Services as a portal for access to and news, information, analytics, and updates about the CORE protocol or blockchain (“CORE Chain”) and the CORE Chain ecosystem and in certain instances for interacting with CORE Chain. The Site may also offer one or more interfaces to facilitate user interaction with CORE Chain or other blockchain networks, including performing certain transactions on CORE Chain or other blockchain networks (e.g., Bitcoin), functions facilitating claiming allocations of the CORE token (the “Token Claim Interface”). For the avoidance of doubt, the Foundation does not control CORE Chain and cannot control any activity or data on CORE Chain, the activities of persons who develop and use applications on CORE Chain, the validation of transactions on the CORE Chain, or use of CORE Chain. CORE Chain is an open-source blockchain-based protocol that is maintained and processed by CORE Chain validators across the globe. Furthermore, Foundation does not control the emission, allocation or transmission of the CORE Chain-native CORE token.

NOTHING ON OR IN THE SERVICES SHALL CONSTITUTE OR BE CONSTRUED AS AN OFFERING OF ANY CURRENCY, DIGITAL ASSET, SECURITY OR FINANCIAL INSTRUMENT OR AS INVESTMENT ADVICE. By accessing or using the Service, you agree to be bound by the terms and conditions contained in these Terms.

1. Eligibility.

You may use the Services only if you are 18 years or older and capable of forming a binding contract with Foundation, and not otherwise barred from using the Services under applicable law. We make no claims that the Services or any of its content is accessible or

appropriate in your country. You access the Services on your own initiative and are responsible for compliance with your local laws. In addition to the foregoing, you also represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States, European Union or its Member States, United Kingdom, United Nations or any other country or region where your use of or access to the Services would be illegal or otherwise violate any applicable law. Specifically, you represent that you are not located in, organized in, or a resident of Cuba, Iran, Syria, North Korea, the Crimea region, Donetsk People's Republic, Luhansk People's Republic, or any other jurisdiction where applicable law prohibits you from accessing or using the Services (collectively, "Sanctioned Countries"); and you represent that you are not named on, owned, controlled by or acting on behalf of any party named on any sanctions-related list of designated persons maintained by the United States, European Union, United Kingdom, United Nations or other governmental authority (collectively, "Sanctioned Persons"). If you do not meet all of these requirements, you must not use the Services.

2. Agreement to Terms.

By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, "you" and "your" will refer to that entity.

3. Updates to Terms of Use.

We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Services. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. Prohibited Uses.

You agree not to do any of the following:

- a. Use the Services for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;

- b. Access, tamper with, or use non-public areas of the Services, Foundation's computer systems, or the technical delivery systems of Foundation's providers'
- c. Attempt to probe, scan or test the vulnerability of any Foundation system or network or breach any security or authentication measures;
- d. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Foundation or any of Foundation's providers or any other third-party (including another user) to protect the Services;
- e. Attempt to access or search the Services or download content from the Services 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 Foundation or other generally available third-party web browsers;
- f. Use any manual process to monitor the Services or for any other unauthorized purpose without our prior written consent;
- g. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- h. Use any meta tags or other hidden text or metadata utilizing a Foundation trademark, logo URL or product name without Foundation's express written consent;
- i. Use the Services, or any portion thereof, in any manner not permitted by these Terms;
- j. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- k. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- l. Use, transmit, introduce or install any code, files, scripts, agents or programs intended to do harm or allow unauthorized access, including, for example, viruses, worms, time bombs, back doors and Trojan horses (collectively, "Malicious Code") on or through the Services, or accessing or attempting to access the Services for the purpose of infiltrating a computer or computing system or network, or damaging the software components of the Services, or the systems of the hosting provider, any other suppliers or service provider involved in providing the Services, or another user;
- m. Distribute Malicious Code or other items of a destructive or deceptive nature;

- n. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or attacking the Services via a denial-of-service attack or a distributed denial-of-service attack;
- o. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- p. Impersonate or attempt to impersonate Foundation, a Foundation employee or representative, another user, or any other person or entity (including, without limitation, by using identifiers associated with any of the foregoing).;
- q. Reverse look-up, track or seek to track any information of any other users or visitors of the Services;
- r. Take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Services, or the infrastructure of any systems or networks connected to the Services;
- s. Use the Services, directly or indirectly, for or in connection with money laundering, terrorist financing, or other illicit financial activity;
- t. Use the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);
- u. Use the Services to participate in fundraising for a business, protocol, or platform;
- v. Fabricate in any way any transaction or process related thereto;
- w. Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;
- x. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Foundation or users of the Services or expose them to liability;
- y. Use the Services in or from any Sanctioned Country;
- z. Use the Services if you are a Sanctioned Person (or on their behalf);

- aa. Use the Services in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States, Canada, European Union, or other countries); or
- bb. Encourage or enable any other individual to do any of the foregoing.

Foundation is not obligated to monitor access to or use of the Services or to review or edit any content. However, we reserve the right to do so in our discretion, if we choose. We reserve the right, but are not obligated, to remove or disable access to any content, 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. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

5. Information Ownership.

Unless otherwise indicated in writing by us, the Services and all content and other materials contained therein, including, without limitation, our logo and all designs, text, graphics, trademarks, pictures, information, data, software, sound files, and/or other files related thereto and/or associated therewith and the selection and arrangement thereof (collectively, "Content") are and shall remain the sole and proprietary property of the Foundation (including all subsidiaries and related entities) or our affiliates or licensors, if and as applicable.

6. Third Party Intellectual Property.

Notwithstanding anything to the contrary in these Terms, the Services and Content may include software components provided by the Foundation or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern the usage of such software components, as applicable.

7. Third Party Services.

The Services may contain links to third-party websites ("Third-Party Websites") and/or applications ("Third-Party Applications"). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies, if and as applicable) of another website or destination. Foundation provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or

Third-Party Applications or their products or services. You use all links in Third-Party Websites and Third-Party Applications at your own risk.

8. Wallets; Exchange and Sale of Crypto Assets.

The Services may allow you to create or connect a digital wallet holding digital assets to the Site for purposes of constructing certain blockchain-based transactions for your signature. You understand that we do not hold your assets, and take no custody of them. We have no access to your assets or funds. The Services may use third-party technology providers to facilitate your posting of digital assets, such as cryptocurrencies, for sale, and to trade digital assets with others on chain. Our Services include the posting of such assets at your request, and making them available for trading/selling (as well as providing any other services you request from us when you post them to the Services). It is your responsibility to ensure that you maintain control of your digital assets, and for trading them or selling them to others. Once you purchase or sell a digital asset, the transaction cannot be canceled or recalled. Because of how the blockchain works, all purchases and sales are final and cannot be refunded or undone. Once a transaction has been recorded in a digital wallet as instructed when the transaction was initiated, it cannot be recalled or retrieved under any circumstances. You hereby agree that you are not entitled to any credit or refund for any sales or purchases you make, and that all such sales and purchases are final.

We are not responsible for the keys to any digital assets or your seed phrase, or their loss or disclosure to others. Foundation does not maintain your keys or your seed phrase, and is not responsible for their safe keeping. It is your responsibility at all times to ensure you have such credentials and maintain them securely. ANY LOSSES YOU SUFFER RELATING TO YOUR CRYPTO ASSET TRANSACTIONS, DIGITAL KEYS AND WALLETS, AND EXCHANGES ARE YOUR SOLE RESPONSIBILITY, AND YOU HEREBY INDEMNIFY US, AGREE TO DEFEND US, AND HOLD US HARMLESS AGAINST ANY CLAIMS OR LOSSES THAT YOU OR ANYONE ELSE SUFFERS AS A RESULT OF YOUR DIGITAL ASSET TRANSACTIONS, EVEN IF YOU INITIATED YOUR TRANSACTION BY ACCESSING OUR SERVICES. If, once we post the digital assets to the Services, the assets are somehow transferred to a third party you didn't intend to have them, it is your responsibility to get them back. PLEASE KEEP YOUR SEED PHRASE AND DIGITAL KEYS SAFE, AS FOUNDATION DOES NOT HAVE THEM AND DOES NOT KNOW THEM. IF YOU LOSE THE KEYS OR SEED PHRASE, YOU MAY LOSE ACCESS TO YOUR ASSETS.

You also understand that we do not act as your financial advisors or give you any investment advice of any kind with respect to what assets you choose to hold in your wallet or any trading thereof. As with any trading activities on the Services, it is your responsibility and you are solely responsible for the contents of your wallet, your purchase decisions, how and when you trade digital assets and with whom. It is also your

responsibility to ensure you understand crypto assets, how they work, what their value is, and about trading and purchasing such assets, as there are significant risks in doing so, all of which you solely assume.

Also note that the wallet you use on the Services may not connect or allow purchase, storage or trading of all virtual currencies or assets. It is your responsibility to ensure compatibility with our networks.

We may suspend your use of or cancel your use of the Services for any reason, including if we believe you have engaged in or are about to engage in any kind of fraud, if required pursuant to applicable laws, or you violate these Terms. We may provide you with notice of suspension, but do not undertake an obligation to do so. We may change the functionality of the wallet or the trading Services at any time, which means some networks could no longer be supported after a time. You acknowledge that this is the case, and accept this risk. Given that the wallets are non-custodial, we do not perform any activities to vet users prior to allowing them to create their wallets or trade assets. You acknowledge that this is a risk you accept when you interact with the wallet or other users of the Services.

Our Services may at times make mistakes. You accept the risk that your transactions may be improperly processed, or not processed at all. We will not be liable for any such event. You hereby hold us harmless from any such event. We offer no guarantees and shall not provide any refunds for any services you paid for the sale or trading of any assets, even if you lose such assets.

9. Limited License to You.

These Terms grant users a limited and non-exclusive right to use the Services, including all Content thereon. Except as indicated otherwise herein or in any additional terms or conditions, you may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, or otherwise exploit any of the Content on our Services, except as follows:

- Your device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may download a single copy of the mobile application to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide any so-called “social media” features as part of the Services, you may take such actions as are enabled by such features and are consistent with these Terms.

You must not:

- Modify copies of any Content from the Services.
- Use any illustrations, photographs, video, or audio sequences or any graphics available through the Services separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials available through the Services.

If you wish to make any use of Content other than that set out in this Section, please address your request to: info@coredao.org

10. Disclaimers; Risks.

- **Warranty Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY THE FOUNDATION, THE SERVICES, CONTENT CONTAINED THEREIN, AND ANY DIGITAL ASSET(S) LISTED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE FOUNDATION (AND ITS AFFILIATE(S), LICENSOR(S) AND/OR OTHER BUSINESS ASSOCIATE(S)) MAKES NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL OR SAFE. THE FOUNDATION DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AS TO THE SERVICES, CONTENT CONTAINED THEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND

THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. NEITHER JITO LABS, NOR ITS SERVICE PROVIDERS, NOR ANY OTHER PERSON ASSOCIATED WITH JITO LABS MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

YOU AGREE AND ACKNOWLEDGE THAT THE FOUNDATION HAS NO CONTROL OVER AND MAKES NO GUARANTEES OR PROMISES WITH RESPECT TO THE ACCURACY OF BLOCKCHAIN DATA, DIGITAL OWNERSHIP RECORDS, OR SMART CONTRACTS. THE FOUNDATION MAKES NO OFFER OR INVITATION TO ACQUIRE, PURCHASE, TRANSFER, SELL, OR OTHERWISE DEAL IN TOKENS. YOU WAIVE ANY AND ALL RIGHTS AND CLAIMS YOU MAY HAVE, WHETHER KNOWN OR UNKNOWN AGAINST THE FOUNDATION (AND ANY RELATED PARTIES) RELATED TO THE INTERFACE SERVICES.

- **Sophistication and Risk of Cryptographic Systems.** By using or accessing the Services, you represent that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; and warrant that you have an understanding of the usage and intricacies of digital assets, smart contract-based cryptographic tokens, decentralized networks, and systems that interact with blockchain-based networks.
- You acknowledge and agree that digital assets are volatile and risky, and their trading is affected by many factors outside our or your control. You are solely responsible for any transactions, and for all fees that you may incur as a result of your acquisition or sales of digital assets, including (without limitation) “gas” costs. Our Services do not control the timing of any transaction, yet you acknowledge that the time of a transaction can affect the value of the asset or the fees associated with a transaction or both. You hereby agree that you hold us harmless against any and all claims arising from the transaction of your digital assets, or the timing of such transactions. Digital assets are not legal tender and are not backed by any government. Digital assets are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. We make no guarantee as to the functionality of any digital asset network which might cause delays, conflicts of interest or might be subject to operational decisions of third parties that are unfavorable to you or affect your digital assets, or lead to your inability to complete a transaction. You hold us harmless from and against any losses you suffer as a result of your use of such third-party services, networks and protocols, even if you

access them from our Services. There are no guarantees that a transfer initiated via your wallet on the Services will successfully transfer title of or right in any digital assets. You acknowledge that, while our software has been tested, it is still relatively new and could have bugs or security vulnerabilities. You further acknowledge that the software is still under development and may undergo significant changes over time that may not meet users' expectations. You acknowledge that your use of certain technologies (e.g., jailbreaking tech) on the device with which you access the Services, may cause the Services not to work. You acknowledge that you accept all risk associated with your use of such advanced technologies, and any errors they may cause. You hereby hold us harmless from any losses you suffer as a result of your use of such technologies.

- Digital assets and use of our Services may be subject to expropriation and/or theft. Hackers or other malicious actors may attempt to interfere with our Services or your use thereof in a variety of ways, including, but not limited to, use of malware, denial of service attacks, Sybil attacks, and spoofing. Furthermore, because much of our Services rely on open-source software, there is the software underlying our code that may contain intentional or unintentional bugs or weaknesses which may negatively affect the Services, or result in the loss of your digital assets, or your ability to control your wallet. You hold us harmless from and against any losses you suffer as a result of such issues. You agree that your use of the Services is subject to, and you will comply with any, applicable open-source licenses governing any such open-source components. The information on our Services may not always be entirely accurate, complete or current. Information on the Services may be changed or updated from time to time without notice, including information regarding our policies, products and services. Accordingly, you should verify all information before relying on it. All decisions you make based on information provided through the Services are your sole responsibility and you hold us harmless from and against any losses you suffer as a result of such decisions. The Services may contain materials offered by or created by third parties. All such materials, and links to third party websites are provided as a convenience only. We do not control such materials, and provide no guarantee as to their accuracy, completeness, legality or usefulness. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third-party materials accessible or linked to from the Services. You agree and understand that all investment decisions are made solely by you. You agree and understand that under no circumstances will the operation of the Services and your use of it be deemed to create a relationship that includes the provision of or tendering of investment advice. **NO FINANCIAL, INVESTMENT, TAX, LEGAL OR SECURITIES ADVICE IS GIVEN THROUGH OR IN CONNECTION WITH OUR SERVICES.** No content found on

the Services, whether created by us or another user is or should be considered as investment advice. You agree and understand that we accept no responsibility whatsoever for, and shall in no circumstances be liable in connection with, your decisions or your use of our Services. Nothing contained in the Services constitutes a solicitation, recommendation, endorsement, or offer by us or any third party to buy or sell any digital assets, securities, or other financial instruments. Neither us nor any of our affiliates has: (1) evaluated the merit of any digital assets available through the Services; or (2) has endorsed or sponsored any digital assets made available.

11. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Foundation, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “Foundation Parties”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities of every kind, and nature whatsoever, whether known or unknown, that are caused by, arise out of, or are related to (a) your use or misuse of the Services, (b) your violation of these Terms, and/or (c) your violation of any right(s) of any third party. You agree to promptly notify the Foundation of any Claim(s) and shall cooperate fully with the Foundation Parties in defending such Claims. You further agree that the Foundation Parties 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(S) BETWEEN YOU AND THE FOUNDATION.

12. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE FOUNDATION OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF DIGITAL ASSETS, LOSS OF PRIVATE KEY, LOSS OF SEED PHRASE, LOSS OF ACCESS TO ANY DIGITAL WALLET, OR ANY OTHER DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY CONTENT ON THE SERVICES OR ANY OTHER WEBSITES AND MOBILE APPLICATIONS OR ANY ITEMS OBTAINED THROUGH THE SERVICES OR SUCH

OTHER WEBSITES AND MOBILE APPLICATIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IF ANY PART OF THE WARRANTY DISCLAIMERS DESCRIBED ABOVE OR LIMITATIONS OF LIABILITY DESCRIBED HEREIN ARE FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON OR IF WE ARE OTHERWISE FOUND TO BE LIABLE TO YOU IN ANY MANNER, THEN OUR AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00 USD).

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM SHALL BE DEEMED PERMANENTLY WAIVED AND BARRED.

THIS SECTION DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY MINIMIZING OUR LIABILITY TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW.

13. Dispute Resolution

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully.

a. Informal Process.

You agree that in the event of any dispute between you and the Foundations, you will first contact the Foundation in writing and make a good faith sustained effort for no less than forty-five (45) days to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action.

b. Agreement to Arbitrate.

Our services are not offered to user under the age of majority in the jurisdiction they are accessing the services from and we do not knowingly collect personally identifiable information children under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us. If we become

aware that we have collected personal information from children without verifiable parental consent, we will take steps to remove that information from our servers.

You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and the Foundation are each waiving the right to a trial by jury or to participate in a class action.

This arbitration provision is severable from and will survive any termination of these Terms.

If you wish to initiate an arbitration proceeding, after following the informal dispute resolution procedure, you may file online via AAA WebFile® (File & Manage a Case) at www.icdr.org, by email, mail, courier, or facsimile (fax). For filing assistance, parties may contact the ICDR directly at any ICDR or AAA office. The ICDR may be contacted as follows:

Mail:

International Centre for Dispute Resolution Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ, 08043 United States

AAA WebFile: www.icdr.org Email: casefiling@adr.org Phone: +1 856 435 6401 Fax: +1 212 484 4178 Toll-free phone in the U.S. and Canada: +1 877 495 4185 Toll-free fax in the U.S. and Canada: +1 877 304 8457

c. Arbitration Procedure and Rules.

Any Dispute, including all questions of arbitrability, shall be settled by arbitration administered by the International Centre for Dispute Resolution (“ICDR”) in accordance with its International Arbitration Rules by a sole arbitrator. The parties hereto shall endeavor to agree upon the arbitrator, and if they fail to do so within twenty-one (21) days of the commencement of the arbitration, the appointment shall be made by the ICDR in accordance with the International Arbitration Rules. The place, or legal seat of arbitration, shall be Geneva, Switzerland, and the language of the arbitration shall be English.

You may only bring claims in your individual capacity on your own behalf, and not in any representative capacity or on behalf of any class or purported class, and no arbitration you commence hereunder may be joined with or include any claims by any other persons without the consent of both parties. Each party shall be exclusively responsible for paying its own arbitration filing fees, which may later be allocated by the arbitrator as set forth below.

Subject to the limitation of liability set forth above, the arbitrator shall have the power to grant any interim or provisional measures that the arbitrator deems appropriate,

including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator to act as amiable compositeurs, to proceed ex aequo et bono, or to exercise rights of iura novit curia. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitrator shall award the prevailing party, if any as determined by the arbitrator, its reasonable costs, including reasonable attorney's fees. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. No information concerning an arbitration, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third party by any party unless required by law. Any documentary or other evidence given by any party or witness in any arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration and shall not be disclosed to any third party (other than a witness or expert), except as may be required by law. Any party who commences any judicial proceeding in connection with an arbitration initiated hereunder shall endeavor to have the judicial record of any such proceeding sealed to the extent permitted by law.

YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR RELATIONSHIP WITH THE FOUNDATION MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM WILL BE PERMANENTLY BARRED.

14. Governing Law and Venue.

Any dispute arising from these Terms and your use of the Service will be governed by and construed and enforced in accordance with the laws of Switzerland. Any dispute between the parties that is not subject to arbitration will be resolved in Geneva, Switzerland.

15. Severability.

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

16. Waiver.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with

those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17. Assignability.

These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with the Foundation's prior written consent.

18. Notices.

All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.