TERMS & CONDITIONS OF ANGELBLOCK PLATFORM
(Last revised: June 7, 2023)

List of content

These Terms and Conditions govern the use of the Platform operating under url: https://angelblock.io/ and constitute a binding contract between the User and AngelBlock.

The Platform is a website-hosted user interface that acts as a front-end to the protocols available on one or more blockchains. It provides access to decentralised finance applications, that through smart contracts can facilitate different aspects of fundraising through a token sale, transfer of information, governance, etc. The Platform will be one, but not the exclusive, means of accessing the Protocols. Unlike the Platform, the Protocols are comprised entirely of open-source or source-available software running on the public blockchain.

The Platform also acts as an infrastructure and tooling provider for networking, to connect crypto users and investors with noteworthy start-ups in the digital assets ecosystem. As such it aims to create and incentivize the development of the space where individuals may exchange experiences, services, offers of cooperation, and help to build communities around certain ideas, endeavours, and projects.

With respect to the above AngelBlock is not a registered broker-dealer, funding portal, launchpad, investment advisor, or investment manager, and does not offer investment advice or advise on the raising of capital using the Platform or the Protocol.

By browsing the Platform, any User acknowledges having read and understood the T&C and agrees to be bound by and comply with its terms and conditions as well as all Applicable Laws and regulations. By giving its consent, the User confirms that its level of English is sufficient to understand the meaning of the T&C as well as all the commitments, warranties, waivers and obligations contained herein.

If the User does not agree with this T&C in general or in any part, such User should refrain from using the Platform and/or the Protocols. This T&C contains important provisions, including an arbitration provision that requires all claims to be resolved by way of legally binding arbitration.

1. Definitions

The following terms, as used herein, shall have the following meanings, respectively, unless inconsistent with the subject or context. Other capitalised terms may be defined elsewhere in this T&C and, unless otherwise indicated, shall have such meaning throughout this T&C.

1) **AngelBlock** - AngelBlock Limited, a company incorporated in the British Virgin Islands as a BVI Business Company, with a registered seat in Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands, with BVI Company Number: 2063256.
2) **AngelBlock NFTs** – ERC721 tokens, created by AngelBlock, contract number: 0x459Ea67815b4720E55ec7DfD93687C9d2924EB79

3) **Applicable Law** - any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial, or departmental judgement, award, decree, treaty, directive, or other requirement or guideline in force at any time which applies to or is otherwise intended to govern or regulate the User and/or matters regulated in this T&C, issued by any governmental or regulatory authority.

4) **Badge** – ERC1155 non-fungible token, unlocked by the User upon Successful Fundraising in exchange for its Contribution, reflecting the amount contributed, and Voting power of the User. The Badge and the Badge alone makes it possible to Vote and claim the Tokens after successful Voting.

5) **Content** - all content published (currently, in the past, or in the future) on the Platform including any logos, identifying marks, images, charts, illustrations, designs, icons, photographs, videos, text, code, software, and other written and/or multimedia information, materials, advertisements, announcements, descriptions, links, documents, files, archives, folders or downloads.

6) **Contribution** - funds pledged by the User to the Project in exchange for the Tokens, which are paid to the Project upon Successful Fundraising, but can be claimed in full by the Project only after all Milestones have been Voted as completed.

7) **Contributor** - a person or an entity that controls a digital wallet containing the Badge.

8) **Fundraising Activities** – all activities related to the sale of Project's Tokens in exchange for Users' Contributions, including but not limited to contributing funds to the Project, claiming funds by the Project, calming Tokens by the Contributor, claiming, issuing and transferring the Badge, Voting on the Milestones and other fundraising governance issues, etc.

9) **Intellectual Property -** any and all ownership or proprietary rights, rights of use, or any other rights with respect to the Content, programs, products, processes, technology, source code, object codes, layouts, domain names, patents, trade secrets, trademarks, service marks, design rights, logos, copyrights, and any other intellectual or industrial property right in connection or related to the Platform and/or AngelBlock.

10) **KYC/AML** - know your customer and anti-money laundering.

11) **Listing** – publishing on the Platform the Content about the Project, its product/ platform/ protocol/ business idea, and its current and planned development.

12) **Marks** - AngelBlock's trademarks, graphics, logos, layouts, designs, page headers, button icons, scripts, and service names on the Platform.

13) **Milestones** – declared by the Project measurement of the progress of its development and use of the Contributions, which consists of a description of its planned actions, undertakings, and/or achievements and the deadlines for their competition.

14) **Platform** – networking website, information portal, and a website-hosted user interface that acts as a front-end to the Protocols available on one or more blockchains; accessible through URL: www.angelblock.io; created, developed, hosted, and provided by AngelBlock.

15) **Politically Exposed Persons** or **PEP** - as defined in Financial Action Task Force Recommendations - individuals who are or have been entrusted with prominent public functions by a country, or with a prominent function by an international organisation, whose prominent position in public life may make them vulnerable to corruption. This shall include family members and close associates of such individuals.

16) **Project** or **Startup** – an individual, a group of people, or a company that develops (or plans to) a product, platform, protocol, business in the crypto industry, that wishes to be or is Listed on the Platform and/or uses the functionalities of the Platform and the Protocols.

17) **Protocols** – smart contracts functioning on one or many blockchains written as decentralised finance applications that can facilitate different aspects of fundraising through a token sale, transfer of information, governance, etc.; accessible through the Platform.

18) **Restricted Jurisdictions** – jurisdictions or territories for which the Platform's availability is restricted due to regulatory reasons or because of KYC/AML risk levels. This shall include but not be limited to:
a) United States of America;
b) "Call for action" jurisdictions as defined by Financial Action Task Force;
c) Jurisdictions identified by the European Commission, based on Article 9(1) of Directive (EU) 2015/849, as "high risk third country";
d) Countries with Transparency International Corruption Perceptions Index below 20;
e) jurisdictions or territories restricted by sanctions of the Office of Foreign Assets Control of the U.S. Department of the Treasury.
A list of Restricted Jurisdictions will be published and/or announced on the Platform.

19) **Rewards Pool** - a smart contract on the blockchain where $THOL used to grant the Staking Rewards for Stakers is allocated.

20) **Sanctions** – sanctions administered or enforced by the United States of America, the European Union, the United Nations Security Council, and/or His Majesty's Treasury (United Kingdom).

21) **Stakers** – Users who Staked their $THOL in the Staking Pool.

22) **Staking** – transferring $THOL and/or AngelBlock NFTs to the staking smart contract on the blockchain to access the rights and privileges on the Platform and earn Staking Rewards; while maintaining control and ownership over the $THOL and/or AngelBlock NFTs.

23) **Staking Pool** – a smart contract on the blockchain, accessible through the Platform, where all the staked $THOL is locked and rewards are granted.

24) **Staking Rewards –** $THOL received by the Stakers for Staking their $THOL and/or AngelBlock NFTs; in most cases expressed on the Platform as a compounded yearly percentage yield form Staked the $THOL and/or AngelBlock NFTs (their staking value in $THOL as determined by the staking smart contract).

25) **Successful Fundraising** – fundraising that was concluded by achieving its goal, either by reaching the maximum amount of the fundraise (hard cap), or by exceeding the minimum amount necessary to complete the fundraise (soft cap) within the time it was scheduled for.

26) **T&C** – these terms and conditions.

27) **Tholos Token** or **$THOL** - ERC20 token, native for the Platform, used to access services, features, and benefits accessible on the Platform and/or the Protocols; contract number: 0x207e14389183A94343942de7aFbC607F57460618

28) **Tokens** - cryptographic assets existent on one or multiple blockchains that can enable usage of and interactions with digital services and applications provided by the Project.

29) **Unstaking Period** – a period of time, determined by the staking smart contract on the blockchain, between the User's transaction unstaking (unbonding) $THOL or AngelBlock NFT, and their transfer back to the Users wallet.

30) **User** – every person (individual or a company) entering the Platform, including but not limited to Projects, Stakers, Validators, and Contributors.

31) **Validators** – Users nominated by the Stakers to approve Projects for Listing, provide Users with feedback on the Projects, support and help Fundraising Activities, execute other functions described in T&C.

32) **Voting** – on-chain governance mechanism, where the Contributors cast their vote to approve or deny further release of funds to the Project due to its promised progress in its development or lack thereof, or decide on other issues relevant to Fundraising Activities.

2. AngelBlock

1) AngelBlock is a technology company that created, develops, and hosts the Platform.

2) AngelBlock shall provide the Users with the IT infrastructure that allows them to get to know and, at their request, enter into a legal relationship between themselves and the Projects concerning, respectively, the sale and purchase of the Tokens. It is understood and agreed that **the legal relationship concerning the Users' Contributions to the Projects, Token sale and purchase, Voting, vesting, Milestones, etc., shall occur between the Project and the User and shall not involve AngelBlock**, whose role is limited to providing the Users and the Projects with the tools facilitating such relationships.

3) AngelBlock is not a bank, a security firm, an asset manager, a portfolio manager or an investment advisor. AngelBlock is not acting as a financial institution or as a financial service provider, nor it is issuing or offering any security or financial instrument. AngelBlock has not received any licence or authorization from any regulatory authority.

4) AngelBlock does not, and shall not at any time, give any financial advice whatsoever, including with regards to the purchase of any tokens or Contribution to any Project.

5) AngelBlock does not endorse or otherwise stands behind any Project. None of AngelBlock's, its team members', or its affiliates', actions shall be interpreted as an endorsement of any Project by AngelBlock.

6) AngelBlock is an independent contractor, not an agent of the Users or even more so of the Projects. This T&C shall not be interpreted as base or evidence of an association, joint venture, partnership, or franchise between the parties.

7) The User acknowledges, understand, and agrees that AngelBlock assumes no obligations to help the Users to enforce any claims they might have towards each other, which would result from any of their engagements entered into as a result and/in connection with their use of the Platform; but AngelBlock reserves the right to do so at its sole discretion.

3. Content of the Platform

3.1   Publishing the Content

1) Users may publish the Content on the Platform subject to the terms, conditions, and restrictions set forth in this T&C.

2) User is solely responsible for the Content published by it, at its request or with its consent.

3) User will only provide the Content that it has a right to publish. This shall include having adequate rights to all copyrights, trademarks, trade secrets, intellectual property, etc.

4) The possibility to publish and edit the Content by the User may be restricted by the development status of the Platform.

5) AngelBlock reserves the right to refuse to publish the Content or edit, modify, refine, and/or redesign the Content, in order to adjust it to the standards of the Platform, including but not limited to its designs, copy standards, and T&C.

6) Any Content that has been published may be deleted at any time due to its non-compliance with this T&C.

7) AngelBlock has the right, but is not required to publish, monitor, control, or modify the Content on the Platform. AngelBlock's failure to exercise this right does not give the User any right to make a claim against AngelBlock.

8) AngelBlock has no obligation to accept, display, review, verify, or maintain any Content submitted by the Users.

3.2 Interpretation of the Content

1) None of the Content published on the Platform, including in particular this T&C and Listing of the Project, shall constitute, form part of, be interpreted, understood, intended, or construed as:
a) financial advice, investment advice, trading advice, or any other type of advice,
b) a solicitation for investment in any security,
c) an offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities or financial instruments,
d) any advice with regard to the purchase of Tokens,
and the User shall not treat any of the Content as such.

2) The Platform may contain references or links to third-party materials (including, without limitation, websites or files) and third-party applications which are not controlled by AngelBlock. Such links should not be considered endorsements and such reference does not imply AngelBlock's recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process.

3.3 Intellectual Property Rights

1) Platform, including its design elements or concepts and any and all underlying Intellectual Property, including, but not limited to any registered trademarks, are the property of AngelBlock and are protected by copyright, patent, trade secret and other Intellectual Property laws. AngelBlock retains any and all rights, titles and interest in and to the Platform and its features, including all copies, modifications, extensions and derivative works thereof.

2) AngelBlock expressly reserves all intellectual property rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Platform.

3) Access to the Platform does not confer and shall not be considered as conferring upon anyone any licence under any of AngelBlock's or any third party's intellectual property rights. Any use of the Platform, including copying or storing it in whole or in part, other than for own personal, non-commercial use, is prohibited without the express prior written consent of AngelBlock.

4) The User's right to use the Platform is limited to the rights expressly granted in this T&C. All rights not expressly granted to the User are reserved and retained by AngelBlock.

5) The User expressly agrees not to duplicate, copy, transmit, distribute, licence, reverse engineer, modify, publish, reuse or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Intellectual

Property of AngelBlock, or other Users of the Platform, without the express prior written consent of AngelBlock and, if applicable, the User of the Platform.

6) Any use of the Intellectual Property outside of the Platform, including AngelBlock's trademarks, requires AngelBlock's prior written consent. All copyright and other proprietary notices shall be retained on all reproductions.

7) AngelBlock is not claiming any ownership interest in the Content provided by the User, although it will claim a licence sufficient to display such Content through the Platform and its social media channels. For that purpose, the User grants AngelBlock a worldwide, royalty-free, irrevocable licence to use, copy, distribute, publish and transmit the Content in any manner.

8) The Content edited, modified, refined, or redesigned by AngelBlock shall be considered the sole property of AngelBlock.

9) AngelBlock has no obligation to monitor or enforce any intellectual property rights that may be associated with content that User provides or publishes, but AngelBlock does have the right to enforce such rights through any means it sees fit, including bringing and controlling actions on the User's behalf.

3.4   Trademarks

1) AngelBlock's trademarks, graphics, logos, layouts, designs, page headers, button icons, scripts, and service names on the Platform, are the trademarks or trade dress of AngelBlock.

2) AngelBlock logo is a trademark registered as a "figurative mark containing word elements" and $THOL is a trademark registered as a "word mark".

3) Any use of the Marks by the User outside of the Platform requires AngelBlock's explicit consent.

4) The User may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that AngelBlock endorses any product or service.

5) Nothing herein gives the User any rights to any other trademarks or other Intellectual Property rights belonging to AngelBlock.

4. Projects' Fundraising

4.1.   Fundraising Activities

1) One of the Platform's functionalities is to provide access for the Projects to the Protocols to conduct Fundraising Activities including the sale of their Tokens, Voting on Milestones, etc.

2) The Project will announce its Fundraising Activities on the Platform along with information regarding its business plans, fundraising conditions, etc.

3) Should a Project decide to fundraise using the Protocols, and/or provide access to it through the Platform, it will be well understood by the User that **all Fundraising Activities are conducted by the Project at its sole responsibility and liability**. The conditions of the Fundraising Activities are determined by the Project alone. Whereas AngelBlock or its affiliates may act as advisors or contractors to the Project, they won't be liable for any Fundraising Activities nor will they endorse it or recommend it to the Users.

4) It's sole responsibility of the Project to make sure that all the information included in the Listing and regarding the Fundraising Activities are clear, not misleading and up to date.

5) The User alone assumes the sole responsibility of evaluating the merits and risks associated with using any information or other Content on the Platform before making any decisions based on such information.

4.2.   Recommended actions for the User before contributing to the Project
It is recommended for the User before deciding to contribute any funds to the Project, and/or purchase the Tokens to at least:

1) Read, understand and acknowledge the content of the Project's Whitepaper and any other information published by the Project and/or on the Platform;
2) Acknowledge the fact that all the information mentioned above is provided by the Project, and Project alone, and may be inaccurate, misinterpreted or misleading as well as may concern the Project's plans which are prone to change;
3) Analyse information publicly available about the Project, including Project's media channels and websites, any online forums, etc.;
4) Consider contributing only the amount of funds the User can afford to lose;
5) Take into consideration all risks involved with cryptographic digital tokens, including but not limited to regulatory risks and cybersecurity risks;
6) Read, understand, acknowledge and accept any risk disclaimers regarding the Project's Fundraising Activities, including the content of T&C with a particular focus on point 7. – Assumption of Risk;
7) Analyse parameters and conditions of the Fundraising Activities coded into the Protocols;
8) Not to rely on any advice, recommendation or information (written or oral) of the Project, AngelBlock, or any of their affiliates and make its Contribution based on its own judgement and the advice of such professional advisors with whom the User has deemed it necessary to consult;
9) Consult legal, financial, tax, IT, or other professional advisors or experts for guidance.

4.3.   Contributing to the Project
1) The User understands that the crypto market is characterised by high volatility, and is aware of the actual possibility of losing the entirety of the funds allocated in the crypto market. The User should refrain from using funds it cannot afford to lose when purchasing Tokens.
2) It is up to Project's sole discretion how and who can make the Contribution.
3) AngelBlock at its sole discretion may restrict or limit User's access to the Fundraising Activities due to security issues, regulatory requirements, or any other reasons AngelBlock deems necessary to secure the interests of the Users and the Platform (including the Users' previous behaviours on the Platform and during Fundraising Activities of other Projects). This can include, but is not limited to:
   a) restricting certain Users from contributing funds to the Project,
   b) restricting Contributor's ability to Vote,
   c) limiting the Voting power of the Contributor.
4) The User acknowledges that it may not be able to contribute any funds to the Project if the time of the fundraising has elapsed, or the maximum amount of the fundraising has been already raised from the Users who completed the contribution procedure before.
5) To contribute funds to the Projects the User may be first required to fulfil additional requirements determined upon AngelBlock's sole discretion, like Staking a certain amount of $THOL.

6) AngelBlock may grant the User, based on conditions determined upon its sole discretion (e.g. based on how many $THOL the User is Staking), priority in the ability to contribute funds to the Project before other Users and/or the ability to contribute more funds to the Project.

7) Funds shall be contributed by the User to the Project in a cryptocurrency of the Project's choosing.

8) Neither the Platform nor AngelBlock will be a custodian of any funds and they will be directly exchanged between the Project and the Users via smart contracts. The delivery of the Tokens shall be governed by the smart contracts and shall follow the rules and schedule coded in the Protocols.

9) The User acknowledges that fundraising duration, its hard cap (the maximum amount of the fundraising), and soft cap (the minimum amount necessary to complete the fundraising), among its other features, are regulated and determined by the Project on the Protocols.

10) The Protocols are designed so that the Tokens can be locked for future calming before the start of the fundraising, however, it is Project's sole decision when it decides to transfer Tokens in the amount equivalent to pledged Contributions to the Protocols. The Project may decide to transfer Tokens at a later date in particular when it did not issue the Tokens yet, and the issuance is Planned as a Milestone.

11) The fundraising is deemed unsuccessful if the time the fundraising is planned for is concluded and the soft cap hasn't been reached. In such a case, the Protocols will allow the Users to claim back the funds they pledged to contribute to the Project, and the Project will be able to claim back Tokens it has locked on the Protocols.

12) The User acknowledges and declares that its funds used for Fundraising Activities come from legitimate sources and do not originate from illegal activities. The User agrees that AngelBlock and/or the Project may require it to provide or otherwise collect the necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of their funds.

4.4. Voting and Milestones

1) After the Successful Fundraising, the funds pledged by the Users as Contributions to the Project in exchange for the Tokens, are locked on the Protocols and delivered in accordance with vesting schedules, Milestones schedules and Voting procedures subject to the terms, conditions, and restrictions coded in the Protocols and determined by the Project.

2) Projects that have not issued the Token until Successful Fundraising, should send the Tokens in the amount equivalent to pledged Contributions to be locked on the Protocols, as soon as the token is issued and finalised. AngelBlock won't be legally liable if the Project fails to do so.

3) Projects that have issued the Token before the fundraising, should send the Tokens in the amount equivalent to the hardcap to be locked on the Protocols, before the fundraise is started. AngelBlock won't be legally liable if the Project fails to do so.Part of the Contributions determined by the Project before the Fundraise and coded into smart contracts will be claimable for the Project every time the Contributors vote to acknowledge that the Project fulfilled (or made sufficient effort to fulfil) the Milestones. Part of the Tokens will be claimable for the Contributors in accordance with the release schedule determined by the Project before the Fundraise. The amount of released Tokens and Contributions as well as timeframes for Voting and release of the Tokens shall be decided by the Project and coded on the Protocols.

4) If the Contributors vote to acknowledge that the Project didn't fulfil (and didn't make sufficient effort to fulfil) the Milestone's conditions, or the Voting is invalid (in accordance with the requirements of the Protocols), no Contributions will be claimable.

5) Contributions that were not claimable in accordance with preceding point , can become claimable only after the Project presents a repair plan consisting of redefined and rescheduled Milestones, and such plan gets approved in the Voting.

6) If the Project does not present a repair plan or such plan is rejected in the Voting the fundraising will be considered Voided which will have the following effects:
   a) The Contributors may claim back their Contributions locked on the Protocol (less any Contributions claimable by the Project after previous successful Milestone Voting and fees charged by the Protocols);
   b) The Project may claim back their Tokens locked on the Protocol (less any Tokens previously claimable by the Contributors);
   c) Any further Voting, release of the Tokens and release of the Contributions is cancelled.

7) The Project may propose a Voting on postponing or changing one or moreMilestones.

8) The User acknowledges that some Contributors may be restricted from Voting due to security reasons, Contributors' protection, specific conditions of the Fundraising Activities determined by the Project, and/or regulatory reasons. This shall include but not be limited to:
   a) the Contributors who didn't fulfil KYC/AML procedures;
   b) the Contributor who in accordance with the T&C can't use it for any purpose connected with fundraising;
   c) the Contributors who may have conflicts of interest, for example if they are somehow affiliated with the Project or its competitor;
   d) the Contributors acting against the T&C and/ or the specific conditions of the Fundraising Activities determined by the Project;
   e) the Contributors who acted in bad faith and/or to the detriment of the other Users and Projects during previous Fundraising Activities.

9) The User acknowledges that the votes of some Contributors may be voided by the Validators or AngelBlock due to security reasons, Contributors' protection, specific conditions of the Fundraising Activities determined by the Project, and/or regulatory reasons. This shall include but not be limited to:
   a) the Contributors who may have conflicts of interest, for example if they are somehow affiliated with the Project or its competitor;
   b) the Contributors acting against the T&C and/ or the specific conditions of the Fundraising Activities determined by the Project;
   c) the Contributors who vote to acknowledge that the Project didn't fulfil the Milestones' conditions and didn't provide a reasonable and valid justification for such a vote, when objectively the Milestones' conditions were actually met.

10) The User acknowledges and accepts that due to security reasons, Contributors' protection, and/or regulatory reasons the Voting results may be influenced by the Protocols in particular by setting up a maximum voting power of one Contributor or setting up quorum requirements.

5. $THOL Staking Fundraising

1) Users who own Tholos Tokens and/or AngelBlock NFT may choose to Stake them on the smart contracts accessible through the Platform to become Stakers.

2) Stakers' role is to decentralise and secure the functioning of the Fundraising Activities by among others choosing crypto savvy Validators responsible for vetting the Projects, helping the Fundraising Activities, and executing other functions described in T&C.

3) Stakers have the right and the obligation to choose Validators from candidates available on the Platform.

4) While choosing Validators Stakers should take into consideration among others:
   a) If the candidate is knowledgeable enough to bring valuable feedback on Projects that wish to List on the Platform or use it for Fundraising Activities;
   b) The previous activity of the candidate on the Platform and outside of it;
   c) Skills and field of expertise of the candidate, especially within the context of other active Validators.

5) Staker's voting power to choose a Validator is equal to the percentage of its $THOL in the whole Staking Pool. Staker's voting power may be additionally modified by Staking AngelBlock NFTs.

6) Tholos Tokens and AngelBlock NFTs may be staked and unstaked at the sole discretion of the Staker.

7) During the Unstaking Period Tholos Tokens and AngelBlock NFTs will be treated as unstaked – no privileges or rewards connected with Staking will be granted for the Unstaking Period.

8) Unstaking will result in withdrawing the User's vote from nominating a Validator.

9) For Staking the Stakers will receive Staking Rewards in $THOL. The amount of $THOL as a Staking Reward shall be dynamic, programmed on the Protocols, and dependent on the amount of $THOL staked in the Staking Pool and the amount of $THOL in the Rewards Pools. The amount of Staking Rewards may be additionally modified by Staking AngelBlock NFTs.

10) For Staking the Stakers may, at AngelBlock's sole discretion, receive privileges and access to additional services on the Platform and on the Protocols, like
    a) early access to Contribute funds to the Projects,
    b) possibility to Contribute larger funds to the Projects,
    c) access to exclusive deals.

11) AngelBlock at its sole discretion may, but is not obliged to, nor it suggests that it will, replenish the Rewards Pool with additional $THOL to increase the amount of Staking Rewards.

12) Rewards Pool may be replenished with $THOL from part of the fees charged by the Protocol upon the Successful Fundraising.

13) AngelBlock will not be liable for any loss suffered or gains lost in the event of fluctuation of the value of the $THOL while using the Staking or during the Unstaking Period.

14) AngelBlock solely acts as a technology provider to the interface of the Staking and Validator nomination which are taking place on, and are controlled by, the Protocol.

15) Due to the development of the Platform and the Protocols, the Staking, its privileges and rewards, may not be available or limited at different times.

6. Validators

1) Validators are Users nominated by the Stakers to decentralise and secure the functioning of the Fundraising Activities, by among others providing the following services for the Platform:
   a) Choosing Projects that can List on the Platform;

b) Choosing Projects that can use the Platform for Fundraising Activities;

c) Analysing Projects to check and evaluate, among others, Projects':
- team members – their experience, background, involvement in the Project, plans for the Projects, etc.,
- technological solutions,
- product market fit,
- tokenomics,
- business plan and roadmap,
- publicly available materials and information,
- materials and information delivered directly by the Project to the validators,
- whitepaper;

d) Help and support Projects' Fundraising Activities;

e) Follow Projects' activities until Voting on the last Milestone is concluded;

f) Safeguard the Voting, ensuring it is conducted as the users and the Project agreed;

g) Provide their feedback to the Users;

h) Secure compliance of Voting with T&C and the specific conditions of the Fundraising Activities determined by the Project;

i) execute other functions described in T&C.

2) By no means shall Validators provide to the Users, on the Platform or outside of it, any financial, investment, trading, or any other type of advice with regards to contributing to the Project, purchase of Tokens or Badges.

3) Candidates for the Validators shall be preapproved by AngelBlock at its discretion. Preapproval shall not be interpreted as an endorsement, confirmation, or certification of the candidate, any of its skills, or its eligibility to vet Projects.

4) Due to the development of the Platform and the Protocols, the number of validators and choosing options may be limited at different times.

5) The User can become the Validator if it collects votes with enough power to qualify, based on requirements currently announced by AngelBlock at its sole discretion.

6) Validator's opinions and statements are its own and AngelBlock does not take any liability for them. AngelBlock has no control over the performance or non-performance of Validators.

7) The User acknowledges, agrees, and understands that AngelBlock nor the Validators do not, in any way, supervise, direct, or control any of the Projects and that AngelBlock does not control, verify, assure, guarantee and warrant that the information provided by the Projects or the Validators to the Users are honest, accurate, complete and updated.

8) Validators accept that their duty and obligation is to act in the best interest of the Users.

9) Due to the development of the Platform and the Protocols, the Validator function may not be available or limited at different times, and the scope of their duties may vary.

7. Assumption of Risks

1) This point 7. of T&C does not explain all of the risks or how such risks relate to the User's personal circumstances. It is important that the User fully understands the risks involved before making a decision to use the Platform, Protocols, Contribute, or take part in any Fundraising Activities.

2) By making use of the Platform, the User acknowledges and agrees that:
   a) The User is aware of the risks associated with crypto-assets, including but not limited to cybersecurity risks and regulatory risks;
   b) The User shall assume all risks related to the use of the Platform, the Protocols and crypto-assets transactions;
   c) AngelBlock shall not be liable for any such risks or adverse outcomes.

3) The User understands and agrees that the purchase and any other acquisition of Tokens carry significant risks. Therefore, the purchase of Tokens should be undertaken only by Users experienced with cryptographic tokens and blockchain-based software with a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens.

4) By contributing funds to the Project and purchasing Tokens, the User confirms that it understands and assumes the risks involved in such transactions and the inherent risks associated with blockchain technology and crypto-assets. In particular, the User confirms to fully understand and accept the following:
   a) Any fundraising of the Project will not involve the issuance of any securities (whether equity securities or otherwise, including unregistered security) or other kinds of investment certificates;
   b) Tokens are merely cryptographic tokens existent on one or multiple blockchains that can enable usage of and interactions with digital services and applications provided by the Project;
   c) Tokens are not redeemable, associated with financial return, or backed by any underlying asset, security, or repurchase commitment and do not necessarily have liquidity or market value;
   d) Tokens do not stand for any sort of investment contract for all intents and purposes;
   e) The purchase of Tokens is not an investment nor a collective investment scheme, and the User shall not expect any repayment, refund, return or profit from participating in Project's fundraising.

5) The User's Contribution will be non-refundable. Therefore, The User shall give full consideration to all risk factors, including but not limited to the volatility of cryptocurrency prices and markets in general, risks of systemic failure, risks of code failure, bugs, hardware failure, loss of data, theft, lost usernames, passwords or private keys, incorrectly executed transactions and/or hacks which can lead to, inter alia, the complete loss of the Tokens.

6) Blockchain technology allows new forms of interaction, and it is possible that certain jurisdictions will apply existing regulations or introduce new regulations addressing blockchain technology-based applications, which may be contrary to the current setup of the Platform, Staking, Fundraising Activities, Validators nominating, etc. which may, inter alia, result in substantial modifications or loss of Tokens.

7) The field of digital cryptography is very new, and for this reason, there is a risk of unforeseen attacks on several or all parts of the Protocols, the Platform, and the Projects. In the event of such an attack/hack, Users and Projects may lose their Tokens, $THOL, and stablecoins.

8) The User understands and accepts that:
   a) Due to a lack of originality of the software and the immaterial character of the Tokens, there may be no title of ownership in and to the Tokens.
   b) All the components of the Protocols and the Platform are still in an early stage and unproven. The User understands and accepts that there is no warranty that the process for delivering Tokens and/or the smart contracts will be uninterrupted or

error-free and acknowledges that there is an inherent risk that the software could contain weaknesses, vulnerabilities, or bugs causing inter alia, the complete loss of Tokens, Tholos Tokens and stablecoins. The User understands and accepts that the smart contracts and/or underlying protocols and/or any other software involved may either delay and/or not execute the delivery of Tokens.

c) The development of the Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, and lack of commercial success or prospects (e.g., caused by competitors). The User, therefore, understands that there is no assurance that, even if the Project is partially or fully developed and launched, the User will receive any benefits through the Tokens.

d) The risk of loss in holding any cryptographic tokens can be substantial. The User should be aware that the price or value of any cryptographic tokens can change rapidly, decrease, and potentially even fall to zero.

e) **The User can take part in the Voting and claim the Tokens only by using a digital wallet on which the Badge is stored**. The User understands and accepts that if its private key or password to such a digital wallet gets lost or stolen, the Tokens and Badges associated with the User's digital wallet will be unrecoverable and will be permanently lost.

f) AngelBlock is in no way responsible for the digital wallet on which the Badges and the Tokens are transferred and by which they can be claimed. The User is solely responsible for the access and security of its digital wallet. The User understands and accepts that the wallet or digital wallet service provider used for the Fundraising Activities, has to be technically compatible with the Tokens and the Platform. The failure to assure this may result in losing access to Tokens or Voting.

g) The Protocols, the Platform, the underlying software application and the software platform (i.e., the Ethereum blockchain) may be exposed to cyber-attacks by hackers or other individuals that could result in theft or loss of $THOL and/or Tokens, and/or stablecoins.

h) With regard to Tokens, no market liquidity may be guaranteed and the value of Tokens over time may experience extreme volatility or depreciate in full.

i) The taxation of crypto assets is uncertain, and the User is responsible for determining what taxes it might be liable to, and how they apply, when transacting through the Platform.

9) The User confirms that it has understood all the risks mentioned above and hereby confirms that it uses the Platform at its own risk. The User understands and agrees that AngelBlock shall not be liable for any damage or loss incurred by the User due to the materialisation of any of the risks mentioned above.

8. KYC / AML Procedures

1) AngelBlock is a software development company and it has no obligation to enforce KYC by default; however, due to potential legal ambiguity, future regulations, as well as AngelBlock's mission to introduce standards for compliant, transparent and honest fundraising, it has decided to implement for its Users KYC/AML procedures and requirements.

2) The User understands and accepts that to use certain features of the Platform or of the Protocols while accessing them through the Platform, it may be required to successfully complete KYC/AML procedures.

3) The amount of information that will be collected from the User as well as any other requirements to successfully complete KYC/AML procedures shall be determined at

the sole discretion of AngelBlock, its internal KYC/AML policies and its Anti Money Laundering Officer.

4) The User understands that the amount of information requested in the KYC/AML process may be subject to change over time. In such a case the User undertakes to provide to AngelBlock upon first request all documents and information required at AngelBlock's sole discretion.

5) The User must provide AngelBlock with true and accurate details of all required KYC/AML information.

6) AngelBlock may assign part or the entire KYC/AML process to a professional subcontractor of its choice, or submit the documents and information sent to AngelBlock as part of the KYC/AML process to one or more subcontractors for review.

7) Information collected during KYC/AML procedures will be used solely to verify the User's identity, and identify traces of money laundering, terrorist financing, fraud, or other financial crimes.

8) AngelBlock will monitor and assess the User's activities that may constitute a potential breach of AML laws, Sanctions, and other relevant Applicable Laws. AngelBlock shall collect, use, and maintain information provided by the User in accordance with this T&C and the Privacy Policy.

9) User authorises AngelBlock to conduct investigations and agree to AngelBlock's collection of additional information, either directly or through professional third-party service providers, to ensure AngelBlock's compliance with relevant Applicable Laws and to protect the Users from any possible financial crimes and abuse of the Platform.

10) The User must ensure that all information provided to AngelBlock in KYC/AML procedures is complete, accurate, and updated in a timely manner when there is any change. Should there be any reasonable grounds to believe that the part or the whole of User's information provided to AngelBlock is incomplete, incorrect, or outdated, AngelBlock reserves the right to send a notice to demand correction, or to directly delete such information, and, as the case may be, to terminate all or part of AngelBlock services provided to the User.

11) Apart from KYC/AML procedures of AngelBlock, the User in order to participate in the Fundraising Activities of a Project may be required to complete KYC/AML procedures as required by the Project.

12) In accordance with AngelBlock's Privacy Policy, Users' data collected during KYC/AML procedures will be made available to the Project to which the User wishes to Contribute, for the sole purpose of the Project's compliance with Applicable Laws and KYC/AML requirements.

9. Use of the Platform

9.1. Gas fees

1) The User acknowledges that interactions with smart contracts and the Protocols, including during Fundraising Activates, may require the User to pay blockchain transaction fees and costs (like gas). It is the User's sole responsibility to ensure that it has a sufficient balance of the applicable cryptocurrency tokens stored at its digital wallet address to complete any action on the Protocols or on the blockchain network before initiating such action. Any blockchain transaction fees and costs (like gas), as well as any costs for failed transactions, any excessive gas fees charged due to website or smart contract bugs, and any loss of any product due to website or smart contract bugs, shall be borne by the User.

2) The User acknowledges that interactions with smart contracts and the Protocols, including during Fundraising Activates, may require the User to pay fees in $THOL.

9.2. Licence to use the Platform

1) AngelBlock hereby grants the User a personal, non-exclusive, non-transferable, non-sublicensable, and limited licence for User's personal, non-commercial use of the Platform and its features, subject to the terms of this T&C.

2) The User will not copy, transmit, distribute, sell, resell, licence, decompile, reverse engineer, disassemble, modify, publish, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content of the Platform, any other part of the Platform, or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, the User will not frame or display the Platform (or any portion thereof) as part of any other website or any other work of authorship without prior written permission.

3) The User shall use the Platform in good faith, in accordance with the T&C, Privacy Policy and any other applicable terms, policies, warnings, warranties, or instructions provided by AngelBlock from time to time. AngelBlock reserves the right to change the above-mentioned documents in any way and at any time, with or without notice to the User, and without liability.

4) The User shall use the Platform in accordance with Applicable Law.

5) The User shall not use the Platform from Restricted Jurisdictions.

6) The User shall take precautions in order to avoid loss of access to and/or control of its digital wallet used for accessing the Platform and participating in Fundraising Activities.

9.3. Access to the Platform

1) Access to the Platform is provided on an "AS IS" and "as available" basis only. AngelBlock does not guarantee that the Platform, its features, functionalities 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 planned maintenance is carried out. The Platform may contain bugs, errors, and other problems.

2) The User accepts the fact that the Platform, its content, its features and its functionalities will change, develop, adjust or pivot to the needs of its users. Any modification, suspension, removal, discontinuation or disabling of access to the Platform or particular portions thereof, can happen at AngelBlock's sole and absolute discretion at any time and without notice. In no event will AngelBlock be liable for any change in/of the features of the Platform.

3) AngelBlock may review, modify, filter, disable, delete and remove any and all content and information from the Platform at any time. However, some of the content may be out of date at any given time and AngelBlock is under no obligation to update it. AngelBlock does not guarantee that the Platform, or any content on it, will be free from errors or omissions.

4) AngelBlock reserves the right to limit the availability of the Platform to any person, geographic area or jurisdiction it so desires and/or to terminate the User's access to and use of the Platform, at any time and in AngelBlock's sole and absolute discretion. As a result some Users, and some categories of Users, may not use any or some of the features of the Platform and its functionalities.

5) Since the Platform is web-based, it might be subject to temporary downtime.

6) AngelBlock is not responsible for any damages or losses suffered by the Parties as a result of any failure or interruption of the Platform or suspension of the User's access to the Platform.

7) By accessing the Platform, the User represents and warrants that:
   a) as an individual, it is at least eighteen (18) and is of legal age to form a binding contract under Applicable Law;
   b) as an individual, legal person, or other organisation, it has full legal capacity and sufficient authorizations to accept this T&C;
   c) its use of the Platform will not violate any Applicable Law.

8) The User confirms that it is its duty to abide by Applicable Law in relation to the legal usage of the Platform and the Protocols in its local jurisdiction as well as other laws and regulations applicable to the User. The User acknowledges that AngelBlock does not guarantee that the User's use of the Platform, the Protocols, or issuance and sale of the Token abides by any of the Applicable Laws.

9.4. Prohibited Actions
The User agrees not to do any of the following actions in connection with its use of the Platform:

1) access or use the Platform in any manner that could interfere with, disrupt, negatively affect, or inhibit anyone from fully enjoying the Platform, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behaviour;

2) access or use the Platform for any illegal or unauthorised purpose or engage in, encourage, or promote any illegal activity, or any activity that violates this T&C, Applicable Laws, or any other terms or policies provided in connection with the Platform;

3) intimidate or harass any person or entity, or falsely state or otherwise misrepresent the User or the User's affiliation with any person or entity;

4) damage, disable, overburden, or impair the functionality of the Platform in any manner;

5) distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;

6) upload, post, transmit, distribute, or otherwise make available any material that contains software viruses, malware, ransomware or spyware or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Platform or the interests or property of the Users or AngelBlock;

7) export or re-export any applications, code or tools developed by AngelBlock except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;

8) use any robot, spider, crawler, scraper, or other automated means or interface not provided or authorised by AngelBlock to access the Platform or to extract data or information from the Platform;

9) commercialise any application, code, or any information or software associated with the Platform without the prior consent of AngelBlock;

10) upload, post, transmit, distribute, store, or otherwise make publicly available on the Platform any personal data of Users, or of any third-party without the person's prior explicit consent;

11) harvest or otherwise collect information or data about Users without their consent or use automated scripts to collect information from or otherwise interact with the Platform;

12) upload, post, transmit, distribute, store, or otherwise make available content that, in the sole judgement of AngelBlock, is objectionable, misleading or which restricts or inhibits any other person from using the Platform, or which may expose AngelBlock or its Users to any harm or liability of any type;

13) upload, post, transmit, distribute, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offence;

14) copy, modify, distribute, sell, or lease any part of the Platform;

15) reverse engineer or attempt to extract the source code of the Platform;

16) interfere or attempt to disrupt the Platform in any way;

17) circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Platform, or third parties;

18) infringe upon or violate the rights of AngelBlock, the Users or any third party;

19) use the Platform to promote or provide financial, investment, legal, or tax advice;

20) promote the sale or purchase of securities or any other financial instruments or products subject to legal regulation;

21) use the Platform to circumvent binding provisions of law;

22) use the Platform to promote any token sales or fundraising activities taking place outside of the Protocols;

23) provide information about a project not Listed or not applying to be Listed on the Platform;

24) acting in bad faith and/or to the detriment of the other Users and Projects;

25) facilitate or assist another person to do any of the above acts.

9.5.　Prohibited Users

1) AngelBlock has the right to choose markets and jurisdictions where to conduct business and may restrict or refuse, at its discretion, the provision of its services and access to the Platform in certain countries or regions or by certain nationals and individuals.

2) Access to the Platform and its features, especially any Fundraising Activities may be prohibited to certain users and digital wallets at AngelBlock's discretion. In particular, any Fundraising Activities are prohibited for Users who:

a) are physically within the territory, or a resident, taxpayer, a citizen of one of the Restricted Jurisdictions;

b) are a subject of the Sanctions;

c) are a Politically Exposed Person;

d) are associated with criminal activities;

e) may have a conflict of interest, for example, if they are somehow affiliated with the Project or its competitor;

f) do not successfully complete KYC/AML procedures;

g) have undertaken activities or have attributes posing AML risks beyond AngelBlock's risk appetite, or are a threat to the security and/or fairness of the Fundraising Activities;

h) are legal entities whose shareholders, representatives, or beneficial owners are persons described above.

9.6. No Waiver

1) Unless expressly stipulated otherwise, no failure to exercise, nor any delay in exercising by AngelBlock of any right or remedy under this T&C shall be a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

2) Unless expressly stipulated otherwise in this T&C, the rights and remedies provided in this herein are cumulative and not exclusive of any rights or remedies provided by law.

3) No approval by AngelBlock for any action or omission of the User shall release the User from liability under this Agreement for such action or omission unless given upon written recommendation of the User describing the consequences of such action or omission being the basis for such liability. Making such an informed decision by AngelBlock shall not release the User from any liability for the quality of the recommendation on the basis of which AngelBlock has made a given decision.

9.7. Reservation Of Rights

1) AngelBlock reserves the right to initiate legal proceedings against any person for fraudulent use of the Platform and any other unlawful acts or acts or omissions in breach of this T&C.

2) AngelBlock may, at its sole discretion and without any prior notification, suspend, restrict, or terminate the User's access to any or all parts of the Platform if:
   a) AngelBlock is so required by an enforceable subpoena, court order, or binding order of the court or government authority;
   b) AngelBlock reasonably suspects the User of using the Platform in connection with illegal, unauthorised, or improper activity;
   c) Use of the Platform is subject to any pending litigation, investigation, or government proceeding, and/or AngelBlock perceives a heightened risk of legal or regulatory non-compliance associated with the User's activity;
   d) AngelBlock is required to do so in order to comply with KYC/AML laws and regulations;
   e) The User violates this T&C;
   f) The User takes any action that AngelBlock deems as circumventing AngelBlock's controls or abusing activities, quests, bounty hunting, etc., that AngelBlock may organise and offer from time to time.

10. Disclaimers & Limitation of Liability

The limitations of liability set forth in this point 10. Will apply to the maximum extent permitted by Applicable Law. The laws of some states or jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to some Users.

10.1. T&C

1) By accessing, using, or attempting to use the Platform in any capacity, User acknowledges that it accepts and agrees to be bound by this T&C. If the User does not agree, it shall not access the Platform.

2) This T&C has not been approved by any regulator, competent authority, or authorised person in general, and specifically not within the meaning of a competent authority according to U.S. or EU law.

3) This T&C is not intended to, and does not, create or impose any fiduciary duties on AngelBlock or its affiliates.

4) This T&C sets out the full extent of AngelBlock's obligations and liabilities. To the maximum extent possible by law, AngelBlock excludes all and any warranty, guarantee, and responsibility in relation to or subsequent to the Platform, its Content and its services. In particular, to the fullest extent permitted by law, the User acknowledges and agrees that AngelBlock owes no fiduciary duties or liabilities to the User 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.

5) In no event shall AngelBlock or its affiliates, any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for indirect, special, incidental, consequential or other losses of any kind in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this T&C, the use of the Platform or participation in Fundraising Activates.

10.2. The Projects

1) In no event AngelBlock will be liable for any consequences arising out of or in connection with actions or inactions of the Projects. AngelBlock does not endorse, support, direct or influence any of the Projects' actions or inactions.

2) In particular AngelBlock shall not be liable for the way the Project uses the Contributions.

3) In no event AngelBlock will be liable for any consequences arising out of or in connection with Fundraising Activities. Fundraising Activities will be shaped and executed solely by the Project or/and third parties and smart contracts at the Projects' risk.

4) AngelBlock will make an effort to verify before the Listing but will not guarantee that the information published by the Project is true, correct and not misleading as well as if Project's products or services have market fit or if the technology the Project uses fits the designed purpose and is being used correctly and efficiently.

5) AngelBlock is not obliged or responsible for doing diligence checks on the Projects or verifying any offers, representations, materials, claims, or other information provided by them on the Platform or directly to the User.

6) The User acknowledges and agrees that AngelBlock is not responsible for any aspect of the Validators' activities or inactivity.

7) User acknowledges and agrees that AngelBlock is not responsible for any aspect of the information, Content, or services contained in Project's and/or any other third-party materials or sites accessible or linked to the Platform.

10.3. The Platform and the Protocols

1) The User expressly agrees that access to and use of the Platform and the Protocols is at its sole risk and is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, neither AngelBlock nor its affiliates, directors, employees, agents, attorneys, third-party content providers, distributors, licencees or licensors warrant that the services will be uninterrupted, bug-free or error-free. In particular, the User acknowledges that functionalities of the Platform and the Protocols described in T&C may not be introduced on the Platform upon its launch.

2) AngelBlock is not responsible or liable for any actions that are regulated, determined or executed on the Protocol level.

3) In particular, the User acknowledges that the fact that AngelBlock describes in this T&C functionalities of the Protocols, has made an effort to analyse the Protocols, their functionalities and security, as well as had them audited by professional entities, does not constitute any warranties regarding their security, integrity, features, functionalities or fitness for a particular purpose. This shall refer to the state the Protocols are in on the date this T&C is published as well as any future changes, modifications additions, or new smart contracts uploaded to the blockchain and/or included in the Protocols. AngelBlock is not responsible for any losses, whether direct or indirect, that the User may incur due to any bugs, exploits, lack of functionality, or misuse of the Protocols.

4) The User agrees and acknowledges that AngelBlock does not represent or warrant that the Platform or the Protocols are secure from hackers or other malicious attacks, which may result in the stealing or the loss of the User's confidential information or any other data.

10.4. User's responsibilities

1) AngelBlock is not responsible for verifying if the User's use of the Platform or the Protocols is in line with Applicable Law – this shall be the sole responsibility and liability of the User.

2) The User is solely responsible for protecting their own interests in the field of electronic data transmission. The Platform is a purely non-custodial application, meaning the User is solely responsible for the custody of the cryptographic private keys to the digital wallets it holds. In particular, AngelBlock won't be liable for any losses and damages resulting from the User's loss of control over the digital wallet containing the Badges.

3) AngelBlock, or any of its affiliates, is not a custodian of the Contributions or the Tokens. Any transfer of the Contributions or the Tokens is done automatically by smart contracts of the Protocols. The User uses the Protocols at its own risk.

4) The User agrees to hold AngelBlock harmless for any losses incurred as a consequence of Fundraising Activities. These potential losses include any gas fees for failed transactions, any excessive gas fees charged due to website or smart contract bugs, and any loss of any assets due to website or smart contract bugs.

5) The Project and the User shall be solely responsible for:
   a) any and all tax liabilities associated with payments between each other;
   b) determining whether the Project is required by Applicable Laws to issue any particular invoice to the Users and for issuing any invoices so required.
   c) determining whether a Project and/or a User is required by Applicable Law to remit to the appropriate authorities any value added tax, sales tax or any other taxes and duties or similar charges, and remitting any such taxes or charges to the appropriate tax authorities, as applicable.

6) The User is fully responsible for all acts or omissions of any third party using their digital wallet to access the Platform. Further, the User acknowledges and agrees that it will not hold AngelBlock responsible for, and will indemnify AngelBlock from, any liability arising out of or related to any act or omission of any third party using their digital wallet on the Platform.

7) AngelBlock shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect the User's computer or other equipment, or any phishing, spoofing or other attacks.

8) AngelBlock advises the regular use of reputable and readily available virus screening and prevention software. The User should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from AngelBlock.

9) AngelBlock is not responsible for any losses, whether direct or indirect, that the User may incur as a result of AngelBlock's complying with Applicable Law, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant or other legal order.

10.5. Limitations of Damage and Liability

1) The User acknowledges and agrees that, to the fullest extent permitted by Applicable Law, the User will not hold AngelBlock, AngelBlock's representatives, any developers, auditors, or contractors, etc., liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, the Platform or the Protocols under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or representatives of AngelBlock, shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Platform or the Protocols.

2) The User limits the liability of AngelBlock under any title to real damages caused by willful intent or gross negligence.

3) The User agrees to irrevocably waive all rights to seek injunctive or other equitable relief and agrees to limit its claims to claims for monetary damages.

4) The Parties agree that regardless of any statute or law to the contrary but only to the extent permissible by law in each relevant jurisdiction, any claim or cause of action arising out of or related to the use of the Platform, the Protocols, this T&C, Privacy Policy must be filed within one (1) year after such claim or cause of action arose (or the Party finds out about it) or be forever barred.

10.6. Force Majeure

AngelBlock shall not be liable for any damages, delays, failure in performance or interruption of the Platform and/or the Protocols or any non-performance of its obligations which results directly or indirectly from any cause or condition beyond AngelBlock's reasonable control, including but not limited to, any delay or failure due to any act of God, an act of civil or military authorities, an act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond AngelBlock's reasonable control. These shall include pandemic related events and lockdown restrictions, as well as a cyber security breach in AngelBlock, the Platform, or the Protocols. Such events shall not affect the validity and enforceability of any remaining provisions.

10.7. Indemnification

1) The User agrees to defend, indemnify, hold harmless and reimburse AngelBlock, its affiliates, service providers, officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, charges,

liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to User's:

a) Use of, or inability to use, the Platform;

b) Violation of the T&C or any other applicable terms, policies, warnings, warranties, or instructions provided by AngelBlock or a third-party in relation to the Platform;

c) Use of AngelBlock's services;

d) Violation of any Applicable Law or any rights of any third-party.

2) Any User accepting the role of a Validator agrees to defend, indemnify, hold harmless and reimburse AngelBlock, its affiliates, licensors, respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, charges, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to any of its activity on the Platform or related to the Fundraising Activities.

3) If the User has a dispute with one or more Projects, to the extent permitted by law, the User releases AngelBlock's, its affiliates, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, to the extent permitted by law, in entering into this T&C, the User expressly waives any protections that would otherwise limit the coverage of this T&C to include only those claims that the User may know or suspect to exist in the User's favour at the time of agreeing to this T&C.

4) AngelBlock reserves the right to take over the exclusive defence of any claim for which it is entitled to indemnification under this T&C. In such an event, the User shall provide AngelBlock with such cooperation as is reasonably requested by the Project, including, without limitation, disclosure of documents and providing testimony.

5) AngelBlock reserves the right but has no obligation to monitor and/or manage disputes between the Users and the Project.

11. Governing Law and Dispute Resolution

1) The laws of the British Virgin Islands (with the exclusion of any rules that might lead to the use of any other law which is not the law of the British Virgin Islands) shall govern the validity and construction of this T&C, any separate contract whereby AngelBlock provides the User with any services, and any dispute arising out of or in relation to the use of the Platform or such separate contracts.

2) Any dispute arising out of or in connection with this T&C, including any question regarding its binding power, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English. The seat, or legal place, of arbitration shall be London. The arbitration procedure may be conducted partially or entirely online.

3) Upon AngelBlock's request, the User will furnish AngelBlock with any documentation, substantiation or releases necessary to verify its compliance with this T&C.

4) The User acknowledges that any violation or threatened violation of this T&C may cause irreparable injury to AngelBlock, entitling it to seek injunctive relief in addition to all legal remedies.

5) The Parties agree that any dispute is personal to the User and that any dispute shall only be resolved by individual litigation and shall not be brought as a class action or

any other representative proceeding. The Parties agree that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.

6) In case of the dispute, the Parties shall maintain the confidentiality of any proceedings, including but not limited to any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute therein.

12. Termination

1) The agreement concluded by the acceptance of this T&C is effective unless and until terminated by either the User or AngelBlock.
2) The User may terminate the agreement at any time by ceasing all access to the Platform.
3) AngelBlock reserve the right to terminate the agreement and deny the User's access to the Platform if:
   a) AngelBlock suspects that the User has failed to comply with the T&C or any other applicable terms, policies, warnings, warranties, or instructions provided by AngelBlock in relation to the Platform;
   b) AngelBlock suspects that the User has violated and/or failed to comply with any Applicable Laws or any rights of any third-party.
4) AngelBlock further reserves the right to restrict User's access to the Platform or to stop providing the User with all or a part of the features of the Platform at any time and for no reason, including, without limitation, if AngelBlock reasonably believes that:
   a) User's use of the Platform exposes AngelBlock to risk or liability;
   b) the User is using the Platform for unlawful purposes;
   c) it is not commercially viable to continue providing the User with the access to the Platform.
   All of these are in addition to any other rights and remedies that may be available to AngelBlock, whether in equity or at law, all of which AngelBlock expressly reserves.
5) All provisions of this T&C which by their nature extend beyond the expiration or termination of the agreement, including, but not limited to, sections pertaining to the indemnification, dispute resolutions, disclaimers & limitation of liability, marks, etc. shall survive the termination or expiration of the agreement. The Parties shall retain all of their rights to recover damages from the other Party in accordance with the T&C.

13. Final Provisions

1) These T&C, Privacy Policy, and other applicable terms, policies, warnings, warranties, or instructions published by AngelBlock shall constitute the entire agreement between the User and AngelBlock with respect to the use of the Platform.
2) AngelBlock reserves the right at any time to modify this T&C, Privacy Policy, and other applicable terms, policies, warnings, warranties, or instructions; and to add new or additional terms or conditions on the User's use of the Platform. Such modifications and additional terms and conditions will be communicated to the User and, unless expressly rejected, will be effective immediately and will be incorporated into this T&C. In the event, the User refuses to accept such changes, this T&C and the agreement concluded by its acceptance will terminate. The continuous use of the Platform by the User shall be deemed as an acceptance of this T&C in the last and most updated version. Any User shall periodically check the content of this T&C.

3) Any notices under the T&C shall be deemed sufficient if sent by e-mail.
4) AngelBlock is not liable for any possible misinterpretation of the T&C.
5) Except where the context requires otherwise, T&C will be interpreted as follows:
   a) Headings are for convenience only and shall not affect the construction or interpretation of any provision of this T&C;
   b) Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
   c) Words importing the singular shall include the plural and vice versa;
   d) Reference to point is to point of this T&C and its subpoints;
   e) All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neutral genders;
   f) The *ejusdem generis* (of the same kind) rule will not apply to the interpretation of this T&C; accordingly, include and including will be read without limitation;
   g) A reference to any document (including this T&C) is to that document as amended, consolidated, supplemented, novated or replaced from time to time in terms thereof.
6) The User agrees that this T&C will not be construed against AngelBlock by virtue of having drafted them.
7) This T&C, and any rights and licences granted hereunder, may not be transferred or assigned by the Parties but may be assigned by AngelBlock without restriction, including without limitation to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Platform. Any attempted transfer or assignment in violation hereof shall be null and void.
8) If, at any time, any provision of this T&C is or becomes illegal, invalid, or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions nor the legality, validity, or enforceability of such provision under the laws of any other jurisdiction will in any way be affected or impaired.
9) The User's data shall be collected, recorded, and processed in accordance with AngelBlock's Privacy Policy published on the Platform.
10) The English language version of the T&C shall be the prevailing version in the event of any discrepancy between any translated versions.