

WEBUY – TERMS OF USE

Last updated: February 4, 2020

1. Introduction

- 1.1. This is a Terms of Use Agreement (the "**Agreement**") between Magic Lamp LTD (the "**Company**", "**We**", "**Us**"), which is the owner of the WeBuy mobile application and the website available at: wby.io (collectively, the "**App**" or "**WeBuy Platform**"), and **You** ("**you**", "**You**" or "**User(s)**"). This Agreement governs your use of or access to our Services (as defined below).
- 1.2. By installing, accessing or otherwise using the Webuy Platform and/or Services (as defined below) You acknowledge and warrant that You hereby consent to be bound by the terms of this Agreement, including the Company's privacy policy (the "[Privacy Policy](#)"), seller policy (the "[Seller Policy](#)" or buyer policy, (the "[Buyer Policy](#)"), as applicable to You, which are incorporated herein by reference and form an integral part of this Agreement. If You do not agree to any of the terms of this Agreement (and the abovementioned documentation), You may not access or use the Webuy Platform or the Services or any part thereof. If certain features of our Webuy Platform or Services are subject to additional terms, provisions or guidelines, they are incorporated herein by reference.
- 1.3. In order to access and use the features of the Webuy Platform and/or Services, You acknowledge and agree that You will have to provide certain personal information, as stipulated in the Privacy Policy. When providing such information, You must provide accurate and complete information.

2. Description of the Services

Webuy offers the following services through the Webuy Platform (collectively, the "**Services**" and each, a "**Service**"):

- 2.1. Sale of WBY Tokens. The Company subsidiary WeBuy UK LIMITED (the "**Subsidiary**") may sell and Users may purchase from the Subsidiary Webuy Token(s) ("**WBY Tokens**" or "**Tokens**") in exchange for Digital Currency (as described below) or fiat money (See Section 3).
- 2.2. Marketing Service. WeBuy offers an online platform that allows retailers and service providers ("**Sellers**") to offer products and services ("**Goods**"), display specific advertisements to, and communicate with Users who have expressed their interest in such Goods ("**Buyers**") and are located within certain geographical perimeter of the Seller. For the sake of clarity, such Sellers wishing to partaking in this Service must also register as a User on the Website Platform (See Section 4).
- 2.3. Advertisement Credits. Sellers may purchase advertisement credit from the Company with fiat currencies accepted by it and/or with WBY Tokens. A portion of the consideration may be distributed as WBY Tokens to Users who participate in the Seller's campaign and/or are involved in the Company's referral program, subject to the Company's terms which may be updated from time to time at the Company's sole discretion.
- 2.4. Referral Program. The Company shall grant an award to registered Users who refer our Services to

prospective users who subsequently enter into a transaction with the Company, subject to particular terms and conditions set forth hereunder (See Section 7).

- 2.5. Reward Tokens. Users may be rewarded with WBY Tokens, as bonus or reward tokens, for performing certain activities on the WeBuy Platform, including but not limited to viewing Sellers' ads and/or referring new Sellers to the Services, or for purchasing a certain quantity of WBY Tokens, as determined by the Company, in its sole discretion ("**Reward Tokens**"). Reward Tokens may be credited to User's balance and made available for use in accordance with the terms herein (See Section 8).

3. Sale of WBY Tokens.

- 3.1. Sale of WBY Tokens. This Service allows you to buy WBY Tokens from the Subsidiary, on a transaction per transaction basis, in exchange for BTC, ETH, or Stellar or other digital currency approved by the Subsidiary (collectively, the "**Digital Currency**"), or USD, EUR, or other fiat monies as determined by the Subsidiary from time to time, once you have successfully opened your Webuy account and satisfied the KYC Process (as defined below), in the Subsidiary's sole discretion.
- 3.2. Value/Liquidity Risk; Right to Decline Transactions. We do not guarantee that the WBY Tokens will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price can drop as low as zero at any point. You acknowledge that we do not guarantee that you will be able to sell the WBY Token to any third party. Also, at no event, will we be required to sell the WBY Token(s) to you, as we reserve the right at any time to decline any transaction.
- 3.3. Fiat Money Payments. You may send fiat money to the Subsidiary through a bank wire transfer to the bank account designated by the Subsidiary in writing or through credit card payment. The Subsidiary cannot guarantee that all payment methods will be acceptable. The acceptability of each payment method depends on a variety of factors, including but not limited to your location, your identification information, and any limitations that may be imposed by either your bank or the Subsidiary's bank, your credit card institution, or other applicable third party credit card processor.
- 3.4. Sending Digital Currency. You may send Digital Currency to the Subsidiary through sending the applicable purchase price amount from your Wallet (as defined below) to the digital wallet designated by the Subsidiary in writing. You hereby represent and warrant that any such digital wallets you use to send Digital Currency to the Subsidiary (or to receive Digital Currency) is owned by you.
- 3.5. Delivery of the WBY Token. The purchased WBY Tokens shall be delivered to the Wallet address you provide to the Subsidiary. You understand and accept that the Subsidiary will use reasonable efforts to deliver the purchased WBY Tokens to you at the earliest reasonable time in accordance with this Section. However, you acknowledge that delivery of the WBY Tokens purchased by you may be completed separately from the payment process, and it may take time for the transfer of the WBY Tokens to be processed. You also acknowledge that on some occasions, the Subsidiary may not be able to fulfill your purchase order or deliver the WBY Tokens, as further explained herein.
- 3.6. Instructions. You understand and accept that the sale of Webuy Tokens to you through our Service will depend on the instructions and details you shall provide to the Subsidiary, and that

the Subsidiary shall not be liable for any errors in the instructions or other details you provide to the Subsidiary or any relevant third party processor.

- 3.7. Third Party Service Processors. You acknowledge that the Subsidiary may, subject to the Subsidiary's sole discretion, use third-party payment processing service providers to process any payment between you and the Subsidiary, including but not limited to payments in relation to your use of the Services and any transaction executed by you. In such cases, you confirm that the Subsidiary may provide certain personal information and/or documentation about you, including with respect to a transaction executed by you as needed to complete the transaction or as required under any inquiry or in the event of detection of fraud or suspicion of such. In accordance with the Subsidiary's Privacy Policy, the Subsidiary may use or transfer your information to any other third party service providers for the purpose of providing you with the Services under the Website Platform or the improvement thereof, as well as for any KYC Process, as described hereunder.

Price of WBY Token and the Execution of your Order

- 3.8. Price of the WBY Token. The rate at which the WBY Token is purchased or sold shall be determined in accordance with the price as displayed on the Website (the "**Price**").
- 3.9. Notwithstanding the above, you hereby understand and agree that any Price displayed on the Website Platform at which the Subsidiary sells the WBY Token is accurate for that present moment alone, and the Price which appears on the Website Platform upon your purchase order may not be the final price or rate of your transaction. This is due to the highly volatile nature of the price of digital currency and the period of time that may be required for completing the transaction, as further detailed below.
- 3.10. Final Price. The final Price of your transaction (the "**Final Price**") will be the price which appears on the Website Platform upon:
- i) our receipt of confirmation of payment from our bank with respect to fiat money payments made by you via bank wire transfer;
 - ii) our receipt of confirmation of payment from the relevant credit card Subsidiary with respect to fiat money payments made by you via credit card; and
 - iii) the actual crediting of our digital wallet with the Digital Currency with respect to Digital Currency credited to us by you.
- 3.11. You understand and agree that the Final Price may be either higher or lower than any other rate or price which was previously available on the Website Platform, in accordance with value fluctuation which may occur, and that this may change either in your favor or in the Subsidiary's and we have no control whatsoever on such change.
- 3.12. Executed Orders. As soon as reasonably practicable thereafter, and subject to the completion of any applicable KYC Process to our satisfaction, we shall execute your order at the Final Price. Until such execution, any order by you shall be considered as pending and not completed, and shall not be binding on us whatsoever.

4. Marketing Service - Introduction between Sellers and Buyers: No Warranty by WeBuy

- 4.1. User hereby acknowledge and agrees that WeBuy only enables the introduction between Sellers and potential Buyers and is not taking any part in a purchase transaction between Users. WeBuy

shall not be liable for any User failure to supply Goods or to execute payment for Goods. WeBuy may not be involved in resolving disputes between users in connection with purchase transactions.

- 4.2. Prices of Goods may be published by Sellers in various payment methods, including in WBY Tokens. Prices of Goods and conversion rate of WBY Tokens and/or other fiat and digital currencies in connection with the prices of Goods, may be determined by a Seller at its sole discretion.
- 4.3. Payment transaction between Users are made directly between them without the Company's involvement in the execution of such transaction and/or with setting the network-transaction fees and the exchange rate applicable to such transactions.

5. Cancellation Policy and Unsuccessful Payments.

- 5.1. You acknowledge that executed transactions with respect to any Service hereunder are non-cancelable and you cannot change or reverse any transaction.
- 5.2. Notwithstanding the above, the Company, in its sole discretion, without any obligation whatsoever, may endeavor to comply with a request from you to cancel a transaction. Subject to applicable law and regulation, in the event the Company cancels your purchase order after having received fiat money from you with regards to such order, the Company will refund such funds to you minus any costs or expenses incurred with regards to such refund, including without limitation any bank charges, currency exchange charges and/or payment processing charges. With respect to cancellation of your sales order after having received Digital Currency from you, the Company will credit you with such Digital Currency minus applicable transaction costs and expenses. Any return for a cancelled transaction shall be at an exchange rate determined in the Company's sole discretion.
- 5.3. Minimum Payments. You further understand that the Company may determine, in its sole discretion, that certain Services may require minimum payments, in which case, the Company's payment system shall not process your payment to the extent that you failed to make the minimum amount required.

6. WeBuy Accounts and Registration

- 6.1. Account Creation. In order to access the full benefits of the Services, You will have to register and create a WeBuy account ("**Registration**"). You may never use another's Webuy account without permission. When creating your account, and You must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, including safeguarding your password and/or credentials used to access the Services, as well as any activities that occur through your use of such password and credentials. If You suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your account, You must notify the Company immediately at: useralarm@wby.io.
- 6.2. The Company will not be liable for any loss or damage arising from any unauthorized use of your password and/or credentials prior to You notifying the Company of such unauthorized use or loss

thereof. Although the Company will not be liable for your losses caused by any unauthorized use of your account, You may be liable for the losses of the Company, or others, due to such unauthorized use.

- 6.3. You understand and accept that the Company is under no obligation to accept your Registration and its acceptance of your Registration may be subject to a verification and KYC (e.g. know your customer) process, as determined in the Company's sole discretion (the "**KYC Process**"). Upon creation of your account and the Company's acceptance of your Registration, you shall become a registered User.
- 6.4. In the event your account balance is incorrect due to the Company's system maintenance or other technical failures, as determined by Company in its sole discretion, Company agrees to make all necessary corrections and adjustments with respect to your account balance. If You have any questions, concerns or suggestions regarding purchases and/or payments regarding the Services, please contact us.

7. Referral Program

- 7.1. Description. The Referral Program allows any registered User to refer our Services (the "**Referrer**") to any other individual who is not yet a User ("**Prospective Users**") with an opportunity to be granted a referral award (the "**Referral Award**"), subject to the fulfillment of the conditions hereunder.
- 7.2. Conditions. The Referrer shall only be entitled to the Referral Award on the following conditions:
 - i) The Referrer shall be a registered User;
 - ii) The Referrer shall provide a unique link (the "**Link**") to Prospective Users that shall be determined by the Company and visible from the Referrer's account upon Referrer's successful Registration;
 - iii) Prospective Users must register with the Company through the Link;
 - iv) Prospective Users must purchase a minimum of 100 WBY Tokens from the Company, provided however, the Company reserves the right to change such minimum amount at any time.
- 7.3. Award. The award shall consist of 10 WBY tokens (the "**Referral Award**"), provided however, the Company reserves the right to change the Referral Award at any time, through notification to Referrers by the following options (in the Company's sole discretion): email notification, amended Terms, published notice on the Website Platform)
- 7.4. Marketing Efforts. Referrer may make use of the Company's published marketing materials for the sole purpose of promoting the Company's business. Any such use shall be in accordance with these Terms and any other Company policy or written materials that the Company may provide or display on its Website Platform from time to time, and all such use shall inure to the benefit of the Company.
- 7.5. The Referrer understands and accepts that any awards granted by the Company to the Referrer under these Terms shall be considered gross payments. Referrer shall be responsible for paying any and all taxes and payments as may be levied in relation to its receipt of any Referrer Award in any jurisdiction, including but not limited to VAT, and the Company shall have no

obligation to increase any payments or award amount in the event that any taxes or payments become applicable.

8. Reward Tokens

User entitlement to receive Reward Tokens is subject to the Company's policies and shall be determined by the Company at its sole discretion. Company employs measures aimed, inter-alia, to prevent misuse of the Company's incentive program by "bad actors", and may include among other measures, a certain waiting period of up to 120 days, or other such period that the Company may determine from time to time, before the Reward Tokens are credited to User's balance and/or made available to use.

9. Grant of license

- 9.1. Subject to your full compliance with all of the terms of this Agreement, we hereby grant You a limited, non-exclusive, revocable, non-sub-licensable, non-transferable, non-assignable, license to install, access and use the Services on a device You own or control, for the sole purpose of your personal (in case of buyers) or commercial (in case of sellers) use of the Services in connection with terms of the Agreement.
- 9.2. We are entitled, without any liability, to refuse, restrict, limit, suspend, interfere or interrupt the Services or any part thereof, without any notice to You for the purpose of repairing, improving, or upgrading the Services or for any of the reasons for termination as mentioned below.

10. Limitation on use

You hereby warrant that You have all necessary and sufficient rights to use the Services, and You hereby warrant that You will not:

- 10.1. Impersonate any person or entity or otherwise misrepresent affiliation, connection or association with any person or entity, or use any fraudulent, misleading or inaccurate contact information;
- 10.2. Make any copies of, modify, adapt, disassemble, translate, decompile, distribute or otherwise transfer, rent, lease, loan, resell, sublicense or reverse engineer our Services or any part thereof;
- 10.3. Remove, circumvent, disable, damage or otherwise interfere with any features of the Services, or attempt to gain unauthorized access to any portion of the Services through any means, or interfere with, corrupt, or disrupt the operation or performance of the Services or the ability of any other person to use the Services, including, without limitation, transmitting content that contain any viruses, worms, Trojan horses, or other destructive items or harmful codes, or placing excessive load on the servers, or attempting to degrade the performance of the servers in any way;
- 10.4. Violate other Users' or third parties' rights to privacy, publicity and other rights, or harvest, scrap, data aggregate, data mine, screen scrap, index or collect data and information about other Users or third parties without their consent, whether manually, or automatically with the use of any means, including without limitation bots, crawlers, spiders, sifters and load testers, without

- the express written consent of the Company, or engage in testing, pen-testing, sniffing or monitoring of the Services, its systems, software or hardware in any way;
- 10.5. Use the Services in connection with material which a reasonable person could deem to be: offensive, inaccurate, incomplete, abusive, obscene, objectionable, defamatory, libelous, fraudulent or deceptive, indecent, pornographic, profane, threatening, advocating harassment or intimidation, distressing, vulgar, hateful, malicious, harmful for minors, racially or ethnically offensive, advocating racism, bigotry, hatred or physical harm of any kind against any group or individual, or disparaging the religious, political, or legal agenda of any person or entity, or is otherwise inconsistent with this Agreement including any of our policies;
 - 10.6. Use the Services in connection with material which promotes illegal activities, or the violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights (including, but not limited to, patents, trademarks, trade secrets, copyrights, or any confidential, proprietary or trade secret information of any third party), information protection and privacy, including, but not limited to, content which disseminates another person's personal information without his or her permission.

11. User Submissions

- 11.1. The Company allows Buyers to post reviews of Goods offered within the Marketing Service and of Sellers offering such Goods. The Company also allows Sellers to promote Goods using content, such as texts and photos, describing their Goods and themselves as Sellers (together: "**User Submissions**)."
- 11.2. You are solely responsible for your User Submissions and the consequences of posting or publishing it. You represent, and warrant that: (1) You are the creator and owner of the User Submission content, or have sufficient rights and authority to post the User Submission and any content therein and your User Submission does not infringe on any third party's intellectual property rights; (2) your User Submissions do not and will not violate this Agreement; and (3) your User Submissions do not contain any viruses, adware, spyware, worms, or other harmful or malicious code.
- 11.3. Your User Submissions may be public and accessible to other users in our Services. You warrant that You own all the rights, licenses, consents, permissions, titles and interests required for You to post your User Submission in the manner contemplated herein.
- 11.4. You hereby grant the Company a worldwide, non-revocable, royalty-free, sub-licensable and transferable license to use your User Submissions in connection with our Services including without limitation for promoting and redistributing our Services or any portion thereof, including without limitation to reproduce, distribute, make derivatives of it and use it in order to promote the Company's business in any way, and without the need for any further compensation, approval or consent, pursuant to the terms contained in our Privacy Policy.
- 11.5. Unless otherwise agreed upon in a written agreement between You and Company, if You submit, transmit, display, perform, post or store User Submissions using the Services, You grant the Company and its sub-licensees, to the furthest extent and for the maximum duration permitted by applicable law, an unrestricted, worldwide, irrevocable, fully sub-licensable, nonexclusive, and royalty-free right to (a) use, reproduce, modify, adapt, publish, translate, create

derivative works from, distribute, perform and display such User Submission (including without limitation for promoting and redistributing part or all of the Services).

- 11.6. You acknowledge that the Company may review any content submitted to any Service to determine whether it is illegal or whether it violates this Agreement or our policies. We may also modify, prevent access to, delete, reject or refuse to display any content that we believe violates the law or the Agreement.
- 11.7. However, the Company has no obligation to monitor or review any content submitted to any Service, including the User Submissions.
- 11.8. You are solely responsible for creating backup copies of and replacing any User Submissions You post or store on the Services at your sole cost and expense.
- 11.9. To the extent applicable to your User Submission (particularly applicable to sellers), You agree that your User Submissions will comply with any and all applicable laws, rules, regulations, guidelines and industry standards and best practices regarding advertising and marketing (including without limitation, the FTC's Guidelines Concerning the Use of Testimonials and Endorsements in Advertising, the FTC's .com Disclosures Guide, the FTC's Native Advertising Guidelines, Directive 2006/114/EC of the European Parliament and of the Council of 12 December 2006 concerning misleading and comparative advertising, Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market, and any local implementation or updates to the foregoing). For example, if You have been paid or received other benefits in exchange for promoting a product or service through the Services, or if You are an employee of a company and You discuss or promote that company's products or services through our Services, You agree to comply with the FTC Guidelines or the Directive 2006/114/EC, as applicable to You. You, and not the Company, are solely responsible for any endorsements or testimonials You make regarding any product or service through the Services.

12. WeBuy Token

- 12.1. WBY Tokens are digital tokens, initially issued on the Stellar Lumens Network to power the WeBuy Platform as its native payment token. Tokens may be used by you as consideration for our Services and/or in exchange of Goods offered through the applicable Service by sellers accepting such Tokens.
- 12.2. The WBY Tokens and any rights associated with them are subject to the terms described in the White Paper published on the Company's website and the Risks and Disclaimers Schedule that can be found in the following link:
https://wby.io/wp-content/WeBuy_Legal_Considerations_Risks_and_Disclaimer.pdf, and may be updated from time to time at Company's sole discretion.
- 12.3. You acknowledge and agree that any balance in your favor presented to you with respect to a Service, only refers to a balance of WBY Tokens recorded under your account and not to a balance of fiat currency or its equivalents. Any balance presented on a Service in fiat currency is solely a reference for informative purposes, based on the then current conversion rates of WBY Tokens on external markets determined by the Company at its sole discretion.

12.4. You acknowledge and agree that the WBY Tokens have no intrinsic value and the Company makes no representation that the WBY Tokens will have any value in the future and/or that the WBY Tokens will be listed on any cryptocurrencies market in the future. The Company does not guarantee that you will be able to withdraw WBY Tokens recorded under your account and transferred to your self-custody wallet or to any external wallet. In certain instances, you may only use WBY Tokens internally on the WeBuy Platform as payment for the Services.

13. Regional Restrictions

- 13.1. WeBuy Services may not be available in jurisdictions which prohibit or restrict the use of the Services and/or the use of digital tokens such as WBY Tokens. We reserve the right to suspend or terminate your account or access to the Services at our sole discretion, immediately and without prior notice, due to regulatory developments in the jurisdiction of your residency or in other relevant jurisdiction.
- 13.2. In the event of termination of your account and/or to any Service due to regulatory developments, You may not be able to use and/or receive your Reward Tokens or other WBY Tokens still held by the Company outside of your self-custody wallet and these WBY Tokens may continue to be held by the Company, at the Company's discretion.

14. General Obligations

You represent and warrant the following:

- 14.1. You are above eighteen (18), or otherwise have received the written consent of the holder of legal guardianship, to use the Services and to purchase and/or receive Tokens.
- 14.2. Your use of any WBY Tokens purchased shall be solely for legitimate purposes within the Services, and must comply with the Agreement and all applicable laws at all times (i.e. no exchanging of WBY Tokens for any activity, product, conduct or services deemed unauthorized by this Agreement or our policies).
- 14.3. You shall not use the Website Platform or any purchased WBY Tokens to engage in any fraudulent or other criminal activities. The Company takes fraud extremely seriously, and in the event that the Company becomes suspicious of any such activities, it shall take any applicable and necessary legal action. The Company also reserves the right to immediately suspend or terminate any activity under your account, including transactions for the purchase of WBY Tokens, which may include suspending the delivery of any WBY Tokens to you if the Company determines, in its sole discretion, that WBY Tokens were purchased or acquired using fraudulent or criminal means. You understand and accept that while the Company may notify You prior to any such suspension or termination of your activity or account, the Company is under no obligation to provide you any prior notice for such suspension or termination.

15. Digital Wallet

- 15.1. The Wallet. You understand and accept that you shall maintain a personal digital wallet address, compatible with Stellar, to conduct transactions using your WBY Tokens (your "**Wallet**"). We shall deliver your purchased WBY Tokens or other Digital Currency to such Wallet that you provide to us

with respect to each of your purchase orders.

- 15.2. When You create a Wallet, the Wallet software generates a cryptographic private and public key pair that You may use to send and receive any supported Digital Currency via the relevant Digital Currency network. You are solely responsible for storing, outside of the Services, a backup of any Wallet, private key or transaction information that You maintain in your Wallet or otherwise with the Services. If You do not maintain a backup of your Wallet data outside of the Services, You may not be able to access Digital Currency previously accessed using your Wallet in the event that We discontinue or no longer offer some or all of the Services or may otherwise lose access to Virtual Currency. We are not responsible for maintaining this data on your behalf.
- 15.3. Risk Disclosures Relating to the Wallet. You understand and accept all the risks involved in maintaining the Wallet, including those risks and disclaimer published on the Company's Website.
- 15.4. In order to be completed, any Digital Currency transaction created with the Wallet must be confirmed and recorded in the Digital Currency ledger associated with the relevant Digital Currency network. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which are not owned, controlled or operated by the Company.
- 15.5. The Company has no control over any Digital Currency network and therefore cannot and does not ensure that any transaction details You submit via our Services will be confirmed on the relevant Digital Currency network. You agree and understand that the transaction details You submit via our Services may not be completed, or may be substantially delayed, by the Digital Currency network used to process the transaction. We do not guarantee that the Wallet can transfer title or right in any Digital Currency or make any warranties whatsoever with regard to title.
- 15.6. Once transaction details have been submitted to a Digital Currency network, We cannot assist You to cancel or otherwise modify your transaction or transaction details. The Company has no control over any Digital Currency network and does not have the ability to facilitate any cancellation or modification requests.
- 15.7. Forks. In the event of a Fork, the Company may not be able to support activity related to your Digital Currency. You agree and understand that, in the event of a fork, the transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. The Company is not responsible for any loss incurred by You in caused in whole or in part, directly or indirectly, by a fork.
- 15.8. Password Creation. When You create a Wallet, You must: (a) create a strong password that You do not use for any other Website or online service; (b) provide accurate and truthful information; (c) protect and keep secret all credentials for the Wallet; (d) protect access to your device and your Wallet; (e) promptly notify us if You discover or otherwise suspect any security breaches related to your Wallet; and (f) use the backup functionality provided through the Wallet and safeguard your backup files. You agree to take responsibility for all activities that occur under your Wallet and accept all risks of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.
- 15.9. No Password Retrieval. With respect to the Wallet, the Company does not receive or store your Wallet password, nor any keys, network addresses or transaction history. We cannot assist You with Wallet password retrieval. You are solely responsible for remembering, storing and keeping secret your Wallet password. Any Digital Currency You have associated with such Wallet may

become inaccessible if You do not know or keep secret your Wallet password. Any third party with knowledge of one or more of your credentials (including, without limitation, a backup phrase, wallet identifier or password) can dispose of digital currency in your wallet.

- 15.10. Fees. The Company does not currently charge a fee for Wallet, receiving, sending or controlling Digital Currency. However, we reserve the right to charge a fee in the future, and in such case any applicable fees will be displayed prior to You incurring the fee. Network fees (including, without limitation, miners' fees) required to use a Digital Currency network may apply to a transaction. We may attempt to calculate such a fee for You. Our calculation may not be sufficient, or it may be excessive. You may select a greater or lesser fee. You are solely responsible for paying any such fee and the Company will neither advance nor fund such a fee on your behalf, nor be responsible for any excess or insufficient fee calculation.
- 15.11. Miners' fees required in order to initiate transaction of certain digital tokens and/or Digital Currencies from your Wallet, may be only payable with the native Digital Currency of the network hosting the Digital Currency You wish to transfer. This may require You to obtain and store on your Wallet a certain amount of the hosting network's native Digital Currency to be paid by You as miners' fees.
- 15.12. You understand and agree that the Wallet may be used only for legal activities. You are prohibited from using the Wallet for purposes of selling or acquiring any illegal products or services.
- 15.13. No Liability. We assume no liability for any malware, virus or other similar software code that is downloaded to your computer or phone from the Wallet or in connection with any Users or Materials offered through the Wallet. No information, whether oral or written, obtained by You from us or through or from the Wallet shall create any warranty not expressly stated in these Terms of Use.
- 15.14. We do not screen Wallets used by other Users. Any dealings or interactions You may have with other Users' Wallets are at your own risk. We will not be responsible for any harm caused to You by virtue of your interaction or dealing with another User or otherwise by virtue of your use of the Wallet.

16. Proprietary rights

The Company retains all rights, titles and ownerships in the Website Platform and of the Services or any part thereof, including without limitation, the design and layout of Website Platform and the Services, all contents of the Website Platform and Services (excluding User Submissions), copyrights, patents, trademarks, service marks and logos, database, registered or not (the "**Materials**"), except as expressly excluded in this Agreement. You may not use, sell, copy, modify, distribute, redistribute, license, publicly perform or display, publish, edit, create derivative works from, or otherwise make unauthorized use of the Materials, without the Company's prior explicit written consent. You are granted only a limited and revocable right to use the Website Platform and Services, subject to the terms of this Agreement, and for personal use only, and under no circumstances are You acquired any right, interest or title to any part of the Materials.

17. Privacy Policy

- 17.1. At all times your personal information will be treated by the Company in accordance with our Privacy Policy, which describes how we access, use, store and disclose your personal information when You use the Services, and which is incorporated into these Terms of Use by reference.
- 17.2. By accessing and using our Services, You agree and understand that we will use your personal information and information You chose to share with us, or which You share while using the Services, as set forth in our Privacy Policy.

18. Warranty Disclaimers

- 18.1. THE WEBSITE PLATFORM, SERVICES AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE PLATFORM OR THE SERVICES OR ANY SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, MALWARE OR OTHER HARMFUL COMPONENTS.
- 18.2. The company will not be held responsible for any consequences to You or any third party that may result from technical problems, including without limitation internet (such as slow connections, traffic congestion or overload of our or other servers) or any telecommunications or internet providers. The company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond its reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- 18.3. You assume the entire cost of any necessary services or equipment necessary to access the service. You acknowledge and understand that while the company is working hard to safeguard your data, any data You send or receive during your use of the services (including the sale or purchase of goods) may not always be secure and that You use the services at your own discretion and risk.
- 18.4. Certain state laws do not allow limitations on implied warranties. If these laws apply to You, some or all of the above disclaimers, exclusions, or limitations may not apply to You, and You might have additional rights.

19. Limitation of Liability and Damages

- 19.1. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL THE COMPANY (OR ITS AFFILIATES, SUBSIDIARIES, CONTRACTORS, EMPLOYEES AND AGENTS) BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) THE USE, DISCLOSURE, DISPLAY, TRANSMISSION, STORAGE OR MAINTENANCE OF YOUR GOODS OR INFORMATION, INCLUDING YOUR LOCATION OR PRIVATE INFORMATION; (B) YOUR USE OR

INABILITY TO USE THE WEBSITE PLATFORM AND/OR SERVICES; (C) THE SERVICES GENERALLY (INCLUDING ITS SOFTWARE) OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE WEBSITE PLATFORM, SERVICES OR ANY OTHER USER OF ANY SERVICE, EVEN IF THE COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- 19.2. IN NO EVENT SHALL THE COMPANY'S (INCLUDING ITS AFFILIATES, SUBSIDIARIES, CONTRACTORS, EMPLOYEES AND AGENTS) TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, OR OTHERWISE, EXCEED THE SUM OF 5,000 USD.

APPLICABLE LAW IN YOUR STATE OR LOCATION MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT THE COMPANY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

20. Indemnification

You agree to indemnify, defend, and hold the Company (and its affiliated companies, subsidiaries, contractors, employees and agents) harmless from any and all claims, suits, actions, liabilities, losses, costs, damages, expenses, and any other liabilities, including without limitation attorneys' fees, arising out of or related in any manner to your use or misuse of the Services, and without limiting the generality of the aforementioned, your access to or use of the Services, any breach or alleged violation of the rights of any other person or entity by You, and any intellectual property right, publicity, confidentiality, property or privacy right and any breach or alleged violation by of this Agreement.

21. Third Party Services

- 21.1. This Agreement applies only to your use of the Services. The Company has not reviewed, has no control over, nor does it endorse, screen, promote or otherwise assume any responsibility for the content of third party websites or applications, including by sellers on the Services ("**Third Party Services**"), or to the information, advertisements, services, practices or other material contained on, or accessible through such Third Party Services, including without limitation third party websites to which hyperlinks are contained in the Services.
- 21.2. By using the Services You hereby agree that the Company shall not be responsible for any damage, claim or liability in connection with your use of any Third Party Services, including without limitation third party sites to which You have arrived via the Services. Accordingly, we strongly encourage You to become familiar with the terms of use, privacy policies and practices of any such Third Party Services. The use of Third Party Services is at your sole risk.

22. Applicable Taxes. You are exclusively responsible to inquire with respect to the taxes applicable to your transactions through the Website Platform or any Service. The Company is not and will at no event be deemed as providing any tax advice or consultation. It is your responsibility to report and remit the taxes payable to the appropriate tax authorities that are applicable to your transactions.

23. Governing law and arbitration agreement

- 23.1. This Agreement is governed by and construed in accordance with the laws of England and Wales without giving effect to any principles of conflicts of law.
- 23.2. You hereby agree that all disputes between You and the Company (whether or not such dispute involves a third party) arising out of or in connection with your relationship with the Company, including without limitation disputes related to the terms of this Agreement including the Privacy Policy and any applicable Company policy, your use of the Services, and/or rights of privacy and/or publicity, will be finally settled by binding, individual arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The place of arbitration shall be London and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement.
- 23.3. Neither You nor the Company will participate in a class action or class-wide arbitration for any claims covered by this Agreement. You hereby agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account in the Services, if the Company is a party to the proceeding.
- 23.4. You hereby agree that any claim may have arising out of or related to your relationship with the Company must be filed within one (1) year after from the arising incident; otherwise, your claim shall be permanently barred.

24. Notice and Takedown of infringing content

- 24.1. The Company does not allow using the Services or any of its features for intellectual property infringement. If You encounter what You believe to be a violation of your intellectual property rights in the Services, please notify us via e-mail to: dpo@wby.io ("**Takedown Notice**").
- 24.2. A Takedown Notice must include:
- i) your full name, contact details (address and phone number), and;
 - ii) a reasonably detailed description of the alleged infringement, and;
 - iii) adequate evidence of your right in the relevant intellectual property (for example, trademark registrar certificate of a signed affidavit).
- 24.3. Once an adequate Takedown Notice is received, the Company will either remove the alleged infringement, if feasible, or facilitate direct communication between You and the person or entity responsible for the alleged infringement.
- 24.4. If You receive notification from the Company stating that a Takedown Notice was received

regarding content or activity for which You are responsible, You may appeal the Takedown Notice within seven days, in which case only your contact details be provided to the Notice's sender.

- 24.5. If the Company is suspicious that you may have infringe any third party's intellectual property rights or determines that you have infringed third party's intellectual property rights, then your access to the Services may be restricted or blocked at the Company's sole discretion.

25. Assign rights, severability and waiver

- 25.1. The Company may assign its rights according to this Agreement to any third party at its sole discretion. You may not assign or delegate your rights according to this Agreement, without the Company's prior written consent.
- 25.2. If any part of this Agreement is deemed void, unlawful, or for any reason unenforceable or invalid, then that part shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions of the Agreement.
- 25.3. Failure to assert, at any time, any right, or require performance in regard to this Agreement by or on behalf of the Company shall not constitute concession, yield, waiver or relinquishment of any sort, and shall not limit the Company's rights with respect to such breach or any subsequent breaches. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

26. Apple (additional provisions)

Where the Website Platform and/or any Service was downloaded via Apple marketplace, the user warrants that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the applicable Service. Further, the user acknowledge and consent that Apple and Apple's subsidiaries are third-party beneficiaries of the Agreement, and the Apple has the right, upon your consent to the terms of this Agreement, to enforce the Agreement against the You as a third party beneficiary thereto. The user also warrants that he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that he/she is not listed on any U.S. Government list of prohibited or restricted parties.

27. Status of Parties

Both you and the Company are independent contractors, and nothing in these Terms shall be deemed to create between you and the Company any other form of relationship, and the parties shall not be deemed to be partners, joint ventures or agents. You are not authorized to make any obligations on behalf of the Company.

28. Entire agreement

The terms of this Agreement and Privacy Policy and any supplemental or incorporated documents

or policies constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement is concluded between You and the Company only, and not with any other party.

29. Termination

- 29.1. The Company reserves the right (but has no obligation), at its sole discretion and without prior notice, to terminate your account or your access to the Website Platform and/or Services, for any reason, or where it determined that You have breached any of the terms of this Agreement or of the Privacy Policy.
- 29.2. You may terminate your account on our Website Platform at any time by uninstalling the Website Platform and ceasing to use the Services.
- 29.3. The following provisions shall survive termination: Limitation on use, Proprietary rights, Privacy Policy, Limitation on warranties, Indemnification, Limitation on liability, Termination, Governing law and arbitration agreement, Assign rights, severability and waiver.

30. Amendments to the Agreement

The Company reserves the right, at its sole discretion, to periodically amend or revise the terms of this Agreement; material changes will be effective immediately upon the publication of the amended Agreement. Your continued use of the Service, following the amendment of the Agreement, constitutes your acknowledgement and consent of such amendments to the Agreement. The last revision will be reflected in the "Last revised" heading above.

31. How to contact us

If You have any general questions about our Services, You can contact us at support@wby.io