

POLKADOT APP
END USER LICENCE AGREEMENT

Last updated: March 31, 2026

1. Who are we?

Polkadot Community Foundation is a foundation company registered in Cayman Islands under company number CY-411999, with its registered office at One Nexus Way, Camana Bay. PO Box 31243, KY1-1205, Cayman Islands (the “**Company**”). The Company operates the Polkadot application and certain services made available thereon (the “**App**”).

2. Understanding this EULA

2.1 This Polkadot App End User Licence Agreement (this “**EULA**”) describes how you may download, access, use and interact with the App, including the products and services made available through the App. Clauses 1-21 set out the general terms that apply to your access, use and interaction with the App. By accessing the App, this EULA will apply to you, and you agree to this EULA. You should therefore read this EULA carefully in full before using the App.

2.2 Certain additional terms and/or policies may be applicable to the individual services and functionalities that are available from us or from third parties through the App (“**Additional Terms**”), and you must ensure that you read and agree to such Additional Terms prior to using the applicable service or functionality. In the event of any conflict between a provision of this EULA and a provision of any Additional Terms, the applicable provision of the Additional Terms shall prevail solely in relation to the applicable service or functionality to which such Additional Terms relate.

2.3 Depending on your jurisdiction of residence, this EULA may be supplemented and amended by the terms as set out in the relevant Appendix (see the relevant Appendix for your jurisdiction at the end of this EULA). Please read the terms set out in the Appendix applicable to your jurisdiction of residence carefully before using the App.

2.4 When certain words and phrases are used in this EULA, they have specific meanings (these are known as “**defined terms**”). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of this EULA where it was defined (you can find these meanings by looking at the sentence where the defined term is included in **bold** and speech marks).

2.5 References in this EULA to a “paragraph” of a Schedule are to the paragraphs contained in that Schedule. Each Schedule forms part of this EULA and has effect as if set out in full in the main body of the EULA.

2.6 If you are acting for purposes that are wholly or mainly outside your trade, business, craft or profession, you are acting as a “**Consumer**”. If you are acting for purposes relating to your trade, business, craft or profession, then you are acting in the course of a business (a “**Business User**”).

2.7 In this EULA, when we refer to “**we**”, “**us**” or “**our**” (or similar), we mean the Company; and when we refer to “**you**” or “**your**” we mean:

2.7.1 if you are a Consumer: you, the person accessing or using the App; or

2.7.2 if you are a Business User: the business on whose behalf you are acting.

2.8 If you are a Business User when you access and use the App, you represent and

warrant that:

2.8.1 you have full legal authority to bind the business you represent; and

2.8.2 you agree to this EULA on behalf of the business that you represent.

3. The App

3.1 The App is made available free of charge. If the App incorporates any additional content, services or features which are available for a cost, the applicable prices will be set out in the App and will be tax inclusive.

3.2 This App requires a phone or other compatible smart device running either iOS or Android operating systems (the device you use will be referred to as the “**Device**”) with Internet access. You may not be able to use the App if the operating system on your Device is not up-to-date. We reserve the right to set or modify the minimum version of the App and define the minimum supported version of the iOS and Android operating system at any time.

3.3 This App requires access to iCloud (for iOS Devices) or Google Drive and associated password manager services (for Android Devices). You will be unable to use the App without providing ongoing access to these services. Android Devices that do not use Google Services might be unable to use the App.

3.4 This App backs up your self-custodial digital wallet functionality included in the App (the “**Wallet**”) to iCloud or Google Drive - this backup should never be deleted. If this backup is deleted, altered or otherwise tampered with, you will permanently lose access to your Wallet and any cryptoassets that it contains.

3.5 You are responsible for making all arrangements necessary for you to have access to the App to use the services made available thereon. You are also responsible for ensuring that all persons who access and use the App through your Internet connection are aware of this EULA and that they comply.

3.6 The App and the content on it are provided for general information purposes only. They are not intended to amount to advice on which you should rely.

3.7 You will be assumed to have obtained permission from the owners of any Devices that are controlled, but not owned, by you to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with this EULA for your use of the App on or in relation to any Device, whether or not it is owned by you.

3.8 To use the App, you must also review and agree to the additional app terms set out in Schedule 2 to this EULA and any other terms and conditions imposed by the app store from which you have downloaded the App.

4. Your Username

4.1 Registration of a unique Username (and an associated App account (“**Account**”)) is required to access the core features of the App. You must be at least 18 years of age (or, if older, the age of majority in your jurisdiction of habitual residence) in order to acquire a Username and register an Account.

4.2 Each Username is generated by reference to the user’s “**Private Key**” (being the cryptographic keys generated by the App and stored locally on the Device that control Wallet access and facilitate all cryptographic operations with blockchain technology through the App) and registered on the Polkadot Network. The Username serves as your on-chain identifier and links to the associated Wallet Address (defined below) .

- 4.3 Once registered, your Username is recorded immutably on the Polkadot People Chain together with your “**Wallet Address**” (being the on-chain address generated from the user’s Private Key for use with the Wallet) and may be visible to other network participants. The Company cannot alter, delete]or reassign any Username record on-chain.
- 4.4 Private Keys are stored solely on-Device and never transmitted to the Company or any third party. The Company cannot recover a Private Key, Username or Wallet, and is not liable for any loss resulting from device compromise or credential loss.
- 4.5 By registering a Username and opening an Account, you represent and warrant that all information provided in connection with your registration is complete and accurate, and that you are the individual or entity associated with the Wallet Address and Private Key used to generate the Username and register your Account. You must not impersonate any other person or misrepresent your identity in any way.
- 4.6 We reserve the right to disable or remove any Username at any time, if in our reasonable opinion you have failed to comply with this EULA (although this will not prevent you from accessing any funds in your Wallet).
- 4.7 You are responsible for any unauthorised use of your Username and/or Account (including as a result of fraud, scams, phishing, or other criminal activities committed against you by third parties).

5. **Services**

The App provides certain services and functionalities, as further detailed in the App, and some of which may be subject to Additional Terms (for which see clause 2.2). Please note that you may only use the App and its services and functionality to the extent that such use is lawful for you and only in jurisdictions where the App is lawfully made available and its use is permitted. We reserve the right, acting reasonably in our sole discretion, to determine your eligibility to use the App. We may require you to provide additional information or documentation to verify or confirm your eligibility, including on a periodic or ongoing basis.

Third party services

- 5.1 You may view, access, use or otherwise be connected to third party services, products, tools or other integrations via the App (“**Third Party Services**”). For clarity, we are not a party to any contract or transaction you complete while using a Third Party Service. You should seek to contact the relevant Third Party Service provider (“**Third Party Provider**”) directly if you have any issues or concerns with the relevant Third Party Service. Additional notices, terms, and conditions may apply to products, services, receipt of or access to certain materials, participation in a particular program, and/or specific portions or features of the App, including without limitation the terms of third-party applications incorporating or utilizing the App and/or your accounts with third-party providers of such applications. You hereby agree that: (a) this EULA operates in addition to any terms of use imposed or required by any such Third-Party Provider; and (b) the terms of this EULA supplement and do not alter or amend any such third-party terms of use. **WE EXPRESSLY DISCLAIM RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE APP, AND YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY DEALINGS BETWEEN YOU AND A THIRD PARTY, WHETHER OR NOT**

FACILITATED BY OR MADE IN CONNECTION WITH THE APP.

- 5.2 The App does not facilitate the storage or sending of fiat currencies and the Company is not authorised to conduct regulated activities anywhere in the world. The digital assets that you manage through the App are not covered or underwritten by any regulatory guarantees or compensation schemes.

6. Acceptable use

6.1 You agree:

- 6.1.1 to use the App only for its intended purposes and solely in accordance with this EULA;
- 6.1.2 not to use the App in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this EULA;
- 6.1.3 not to use the App if your Device is jailbroken, rooted or using a non-standard iOS or Android operating system provided by the manufacturer or original equipment manufacturer;
- 6.1.4 not to do any act or thing that might damage, disrupt or otherwise interfere with the operation of the App or any equipment, network or software used in operating the App;
- 6.1.5 not to use the App to transmit information that is in any way false, fraudulent or misleading;
- 6.1.6 not to infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed under this EULA);
- 6.1.7 not to transmit any material that is illegal, harmful, defamatory, offensive or otherwise objectionable in relation to your use of the App;
- 6.1.8 not to use the App by automated means or otherwise for the purposes of scraping, extracting or otherwise obtaining any material from the App for use within a third party website or application;
- 6.1.9 not to collect or harvest any information or data from the App or our systems or attempt to decipher any transmission to or from the servers running the App;
- 6.1.10 not to copy, or otherwise reproduce or re-sell any part of the App unless expressly permitted to do so in this EULA;
- 6.1.11 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- 6.1.12 to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- 6.1.13 not to provide or otherwise make available the App in whole or in part (including object and source code) in any form to any person without prior written consent from us; and
- 6.1.14 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App.

- 6.2 To the extent you generate, upload or supply user-generated content in connection with the App, including but not limited to 1:1, group, public broadcast, audio or video chat content, and video content shared as part of Proof of Video Interaction (“UGC”), such UGC must not constitute illegal or harmful content or content which is

otherwise in breach of this EULA, any applicable third-party terms, or any more specific terms applicable to the relevant feature..

- 6.3 We reserve the right to refuse, remove, delete or take other appropriate action in relation to any UGC that breaches this EULA. We reserve our right to suspend or terminate your access to the App as a result of any breach of this EULA resulting from your generation, upload or supply of UGC.
- 6.4 We do not guarantee that the App will be totally secure or free from bugs or viruses. You are responsible for configuring your Device, information technology, computer programmes and platforms in order to access the App and we recommend that you use your own virus protection software.
- 6.5 You must not misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the App, the server on which the App is stored or any server, computer or database connected to the App. You must not attack the App via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the App will cease immediately.

7. Intellectual property

- 7.1 We grant to you a limited, non-transferable, non-exclusive, revocable licence to use the App on the Devices solely for the purposes of using the services and functionality provided via the App and provided that you comply with this EULA and the documents referred to in it (including any Additional Terms). We reserve all other rights and note that this limited use and access licence granted to you is revocable at any time by us for any reason at our discretion, including without limitation based on our knowledge or reasonable suspicion that you have used the App in violation of this EULA and/or applicable law.
- 7.2 We are the owner or licensee of all intellectual property rights in the App and its content and the POLKADOT name and mark. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 7.3 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in this EULA.
- 7.4 You may post, share, or discuss aspects of the App publicly for non-commercial, personal purposes, but please note that any further copying or re-distribution of the App will require our prior written consent.
- 7.5 We welcome your feedback on the App. Any communications or materials you send to us through the App by electronic mail or other means will be treated as non-proprietary and non-confidential. We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products.

8. App updates

- 8.1 We do not guarantee that the App, or any content on it, will always be available or be uninterrupted. Access to the App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the App without notice. We will not be liable to you if for any reason the App is unavailable at any time or for

any period.

8.2 We may update, change or otherwise modify the App from time to time in order to:

8.2.1 upgrade or improve your experience;

8.2.2 implement technical adjustments;

8.2.3 manage technical problems and security concerns;

8.2.4 add or remove features;

8.2.5 address changes in applicable law or regulation; or

8.2.6 address other important commercial, legal or operational reasons.

We may suspend the App (or parts of the App (including certain services made available via the App)) from time to time to make these updates. If you do not wish to continue using the App following any such updates or suspension, you can cancel your agreement to this EULA by contacting us using the details in clause 21 and discontinuing your use of the App.

8.3 Accordingly, from time to time, updates to the App may be issued through the relevant app store. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms, and you will not be able to access new or upgraded functionalities that we may offer through the App. If you decline changes or updates to the App, this may expose the Wallet on your Device to increased security risks. We shall not be liable to you for any losses you may suffer as a result of failing to complete any updates to the App.

9. Changes to this EULA

We may make changes to the terms of this EULA from time to time. Please check this EULA regularly to ensure that you understand the terms that apply at the time that you use the App. If you do not wish to continue using the App following any changes to this EULA, you can cancel your agreement to this EULA by contacting us using the details in clause 21 and discontinuing your use of the App.

10. Our liability

10.1 Nothing in this EULA excludes or limits our liability for:

10.1.1 death or personal injury caused by our negligence;

10.1.2 fraud or fraudulent misrepresentation; and

10.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

10.2 We assume no responsibility for the content of websites or mobile applications linked to from the App (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites or mobile applications. We will not be liable for any loss or damage that may arise from your use of them.

10.3 The App may contain inaccuracies or typographical errors. We make no representations about the reliability, availability, timeliness or accuracy of the content included on the App.

10.4 We have no liability to you in respect of any mistakes, errors or other unintended actions you take whilst using the App.

10.5 If you are a Consumer, we only supply the App to you for domestic and private use. You agree not to use the App for any commercial or business purposes and we have

no liability to you for any loss of profit, loss of business, loss of savings, business interruption, or loss of business opportunity.

10.6 If you are a Business User:

10.6.1 in no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and

10.6.2 you will indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of your breach of this EULA.

10.7 Subject to clause 10.1, our aggregate liability to you (whether in respect of a single claim or multiple claims) for any and all claims howsoever arising in connection with this EULA and your use of the App, shall be limited to a sum equal to USD 100.

10.8 THE APP IS PROVIDED ON AN “AS IS,” “WHERE IS,” AND “AS AVAILABLE” BASIS WITH ALL FAULTS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THIS EULA AND/OR THE APP; WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE WHATSOEVER REGARDING THE QUALITY, ACCURACY, EFFECTIVENESS, LEGALITY, RELIABILITY, OR TIMELINESS OF ANY SERVICES, CONTENT, OR INFORMATION MADE AVAILABLE IN CONNECTION THEREWITH OR ANY RESULTS OBTAINED THEREFROM. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE APP ARE ENTIRELY AT YOUR OWN RISK, AND THAT YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR THE RESULTS OF SUCH USE AND ACCESS, SUCH THAT WE SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR UNDER ANY LEGAL THEORY OR CAUSE OF ACTION NOW KNOWN OR HEREAFTER ESTABLISHED.

10.9 CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS OF LIABILITY SET FORTH IN THIS EULA. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER OF THIS EULA, THE DISCLAIMERS HEREIN CONTAINED WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

11. Termination

11.1 We reserve the right at any time and on any grounds, including without limitation any reasonable belief of fraudulent or unlawful activity, to deny or suspend your access to the App, or to any portion thereof, and/or to terminate this EULA (with or without notice). This EULA terminates automatically if you fail to comply with any provision hereof, subject to the survival rights of certain provisions identified below. You may also terminate this EULA at any time.

11.2 If you breach this EULA, we may immediately do any or all of the following (without limitation):

11.2.1 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);

11.2.2 take further legal action against you;

- 11.2.3 without affecting clause 11.1, terminate this EULA and suspend and/or withdraw your access to the App; and/or
 - 11.2.4 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.
- 11.3 If we withdraw your right to use the App, then:
- 11.3.1 all rights granted to you under this EULA will cease;
 - 11.3.2 you must immediately cease all activities authorised by this EULA, including your use of any services provided through the App; and
 - 11.3.3 you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so.
- 11.4 The provisions of this EULA concerning our intellectual property, our liability, other important information, injunctive relief, indemnification, and governing law and jurisdiction will survive the termination or expiration of this EULA for any reason.

12. Notices

We may send emails or other electronic messages to you concerning your use of the App, including via in-App messages. You agree that all such electronic communications constitute valid legal notices satisfying any requirement that such notices be in writing. Any such communications shall be managed in accordance with our Privacy Notice.

13. Independent Contractors

The relationship between you and us under this EULA is that of independent contractors, and nothing herein or in your use of the App shall be construed as creating any joint venture, partnership, employment, or agency relationship.

14. Security and Compliance

Our provision of the App is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce our ability to comply with governmental, court, and law enforcement requests or requirements involving your use of the App or information provided to or gathered by us with respect to such use.

15. Export Controls

You represent and warrant that you are not: (a) located in a country that is subject to a U.S. government embargo or sanction; or (b) listed on any U.S. government list of prohibited or restricted parties. You hereby agree that (a) you will comply with all applicable sanctions and export control laws; and (b) you are solely responsible for ensuring that the App is used, disclosed, and/or accessed only in accordance with all applicable sanctions and export control laws.

16. Injunctive Relief

You acknowledge that any breach, threatened or actual, of this EULA would cause irreparable injury to us not readily quantifiable as money damages, such that we would not have an adequate remedy at law. You therefore agree that we shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any such breach of your obligations, without the necessity of posting bond or other security.

17. Other important information

- 17.1 Each clause of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 17.2 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.3 We can transfer this EULA with you, so that a different organisation is responsible for the App. We'll notify you in writing in advance if this happens. If you do not agree to this transfer, you may cancel your agreement to this EULA by contacting us using the details in clause 21 and discontinuing your use of the App.

18. No Implied Third-Party Beneficiaries

Except as otherwise expressly and specifically identified in this EULA, this EULA is for the sole benefit of you and the Company (and its respective successors and permitted assigns). Except as otherwise expressly stated herein, nothing in this EULA is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, or to grant any right or standing to third party to bring a claim under this EULA against the Company or any of its respective affiliates or contractors.

19. Governing law and jurisdiction

- 19.1 This EULA is governed by the laws of the State of New York, United States of America. This means that your download, access to, and use of, the App, and any dispute or claim arising out of or in connection therewith will be governed by the laws of New York.
- 19.2 If you are a Business User, you and we irrevocably agree that the state and federal courts sitting in New York County, New York shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this EULA or its subject matter or formation.
- 19.3 You acknowledge and agree that you may only bring claims related to this EULA and/or the App against the Company, and not against the App developers or any third party.

20. Polkadot Responsible Party

This App, and all content therein, is controlled, maintained and operated in all respects by the Company.

21. Contacting us

If you have any reasons for a complaint, we'll endeavour to resolve the issue and avoid any re-occurrence in the future. You can contact us using the following details:

Address: One Nexus Way, Camana Bay. PO Box 31243, KY1-1205, Cayman Islands

Email address: info@polkadotcommunity.foundation

Appendix 1 to the EULA:

Supplementary Terms for UK or EU Users

If you are resident in the European Union or the United Kingdom (“**UK or EU Users**”), the EULA shall apply to you with the exception of the deviations and supplementary terms as set out in this Appendix 1. If there is any inconsistency or conflict between the EULA and these supplementary terms, the terms in this Appendix 1 shall prevail.

1. Clause 5.1 is deleted in its entirety and replaced as follows:

Third party services

- 5.1 *You may view, access, use or otherwise be connected to third party services, products, tools or other integrations via the App (“**Third Party Services**”). For clarity, we are not a party to any contract or transaction you complete while using a Third Party Service. You should seek to contact the relevant Third Party Service provider (“**Third Party Provider**”) directly if you have any issues or concerns with the relevant Third Party Service. Additional notices, terms, and conditions may apply to products, services, receipt of or access to certain materials, participation in a particular program, and/or specific portions or features of the App, including without limitation the terms of third-party applications incorporating or utilizing the App and/or your accounts with third-party providers of such applications. You hereby agree that: (a) this EULA operates in addition to any terms of use imposed or required by any such Third-Party Provider; and (b) the terms of this EULA supplement and do not alter or amend any such third-party terms of use. **It is your responsibility to decide whether to access Third Party Services and we assume no liability for the content of websites or mobile applications linked to from the App (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites or mobile applications. We will not be liable for any loss or damage that may arise from your use of them.***

2. Clause 9 is deleted in its entirety and replaced as follows:

9. Changes to this EULA

We may make changes to the terms of this EULA from time to time (if, for example, there is a change in the law that means we need to change this EULA). If you have an Account, we will provide you with at least thirty (30) days' advance notice of any such changes. If you do not wish to continue using the App following the changes to the EULA, you can cancel your agreement to this EULA by cancelling your Account.

3. Clause 10 (Liability) is amended as follows:

3.1. Clause 10.7 and Clause 10.8 are deleted in their entirety and do not apply to UK or EU consumers.

4. If you are a Consumer, then Clauses 13 to 18 do not apply to you in their entirety. If you are a Business User, then Clauses 13 to 18 of the EULA do still apply to you.

5. If you are a Consumer, then Clause 20 is deleted in its entirety and replaced as follows:

20. Polkadot Responsible Party

This App, and all content therein, is controlled, maintained and operated in all respects by the Company.

Schedule 1

Specific Product and Service Terms

The following specific terms apply to your use of individual products or services that may be made available to you by us or by a Third Party Provider through the App. These terms supplement the other terms of the EULA.

Definitions

For the purposes of this Schedule 1, the following terms have the meanings set out below. Capitalised terms not defined in this Schedule 1 have the meanings given elsewhere in the EULA.

“**Chat Functionality**” means the peer-to-peer, end-to-end encrypted messaging feature of the App.

“**Digital Assets**” means cryptoassets supported by the App, including Supported Tokens and Stablecoin.

“**Individuality Functionality**” means the functionality in the App which, via Proof of Video Interaction (and/or any other “Proof of” verification system introduced by the Company from time to time), seeks to verify that participating users are human.

“**Peer**” means a user whose individuality verification has been successfully recorded on the Polkadot Network via the Individuality Functionality.

“**Peer Key**” means the on-chain address derived from the same Private Key as the user’s Wallet Address but cryptographically distinct from it, and which is used in order to act as a Peer.

“**Peer Rewards**” means any rewards distributed to Peers from time-to-time, as determined by autonomous logic on the Polkadot Network.

“**PIN**” means a personal identification number generated within the App and stored locally on the user’s device for chat authentication when discoverability is disabled.

“**Private Keys**” means the cryptographic keys generated by the App and stored locally on the Device that control Wallet access and facilitate all cryptographic operations with blockchain technology through the App.

“**Proof of Video Interaction**” means the decentralised identity mechanism described in paragraph 3.3.

“**Stablecoin**” means the stablecoin issued and exchanged within the Polkadot ecosystem as described in this Schedule (being PUSD at the date that this EULA was published but which may be updated as set out in the App from time to time).

“**Supported Tokens**” means any tokens designated by the Company as supported within the App from time to time.

“**Transaction Data**” means immutable on-chain data generated by the Wallet for each transaction, including (for example) amount, token type, timestamp and Wallet Address.

“**Wallet Credentials**” means any credentials that allow access to or control of the Wallet, including Private Keys, any secret recovery phrase, passwords or PINs.

1. Wallet Functionality

- 1.1. The Wallet enables you to receive, hold, convert, and transfer Supported Tokens within the Polkadot ecosystem and to otherwise manage those Digital Assets using features made available in the App. You can send funds to other users using private payment functionality that makes use of a “**Coinage**” system (an internal cryptographic mechanism seeking to ensure that transactions remain private):
 - 1.1.1. When you initiate a transaction, you will automatically be “onboarded” to the Coinage system any your Stablecoin will be deposited into the Coinage system and in exchange you will be issued with ‘anonymous’ coins of the same value (“**Coins**”).
 - 1.1.2. When sending a Coin to another user via chat, the keys to the relevant Coin accounts are privately sent to your intended recipient via the Chat Functionality. The recipient can claim the Coins into a new account created for each such transaction.
 - 1.1.3. Coinage preserves your privacy by using disposable single-use Coin accounts. Within the Polkadot ecosystem Coins will, from time to time, automatically be mixed with other Coins and taken back out in fresh form to reduce traceability (“**Recycling**”).
 - 1.1.4. You can “offboard” from the Coinage system if you wish to interact with a public smart contract or send funds outside the private Coinage system. The Coins will be destroyed and the ecosystem will release the equivalent Stablecoin back into your Wallet.
- 1.2. At launch, the Wallet supports Supported Tokens and the Stablecoin. It may interface with other App features, including Chat Functionality and Individuality Functionality, as further detailed within the App itself.
- 1.3. In order to provide Wallet functionality, Supported Tokens are automatically converted into the Stablecoin through cross-chain operations within the Polkadot ecosystem.
- 1.4. **Transaction Data and Liability**

Please note that:

- 1.4.1. Transaction Data is permanently recorded on the blockchain and may be viewed by other network participants. We do not control how or when transactions are processed by the network and are not responsible for any delays, duplicates, failures or other errors that may occur due to network conditions, high activity or technical issues. We are not liable to you if you transfer a Digital Asset to an incorrect or unintended wallet address or otherwise make an unauthorised or mistaken transaction.
 - 1.4.2. The Company does not have control over your Private Key or your funds. At no point do funds pass through a custody solution under the Company’s control.
- 1.5. **Security and Recovery**

You must ensure the security of your Device, your Wallet Credentials and your

backup accounts. The App uses a recovery mechanism through iCloud and Google Drive, and your encrypted Private Key generated by the App is stored in your iCloud or Google Drive. Altering, disabling or deleting those backups may render your Wallet unrecoverable and result in permanent loss of your Digital Assets. The Company cannot reset, recover or otherwise restore Wallet Credentials or Digital Assets.

While the cloud backup is secure, we suggest manually backing up your Private Key, using the process set out in the settings of the App.

1.6. Regulatory and Disclaimer

- 1.6.1. The Wallet is a software interface for decentralised networks. It is not a financial product, and the Company does not provide investment, custody or payment services.
- 1.6.2. The Company is not authorised or regulated by any financial or securities authority. Use of the Wallet or any Digital Asset functionality does not constitute use of a regulated exchange, payment service or custody service in any jurisdiction.
- 1.6.3. The Wallet is provided on an “as-is” and “as-available” basis. The Company makes no representation or warranty regarding uninterrupted or error-free operation and disclaims all responsibility and liability for any unauthorised access, loss of Digital Assets, transaction failure, transmission error or asset-value fluctuation, or for any losses or damages arising out of or in connection with your use of the Wallet.
- 1.6.4. The Company may modify, restrict or suspend the Wallet Functionality at any time to comply with applicable laws or governance requirements or to ensure network stability.

2. Chat Functionality

- 2.1. The App includes Chat Functionality, which as well as providing the ability to engage in peer-to-peer communications, interacts with other App services by (for example) displaying notifications in the chat interface regarding Wallet transactions and the receipt of Peer Rewards.
- 2.2. To send or receive messages, or participate in voice or video chats, group chats and/or public broadcast chats, a user must have registered a Username.
- 2.3. All encrypted chat contents is stored by certain node operators of the Polkadot Network for up to 48 hours or (if earlier) until they are downloaded by the recipient using the Private Key associated with their Wallet Address. After download or expiry of the 48 hour period, whichever is earlier, they are automatically deleted.
- 2.4. Once downloaded, messages are decrypted locally and displayed within the recipient's App. If the App is not open when a message is sent, a push notification may be delivered to the recipient's Device via a push notification. Please note that those notification systems operate under their own terms and conditions and, where applicable, as described in their respective privacy notices. Please see our Privacy Notice for how the Company processes personal data in connection with the App.
- 2.5. Downloaded messages and related chat history are stored locally on the recipient's

Device and remain accessible to that user until deleted from their Device. The Company does not store, and cannot view or retrieve chat data submitted, transmitted or deleted from the Polkadot Network .

- 2.6. Please note that there is no proactive monitoring, or proactive moderation within the Chat Functionality. Each user is solely responsible for the information they send and for compliance with applicable law. This does not limit the Company's rights under the EULA (including clauses 6 and 11) to suspend or terminate access to the App.
- 2.7. The Company disclaims all responsibility and liability for any message delay, loss, duplication or interception; for the operation or availability of the decentralised nodes that operate the Polkadot Network; for the performance of push-notification services; and for any failure resulting from device, network or software issues.

3. Individuality Functionality ("Proof of Video Interaction")

- 3.1. The App includes optional functionality for the user to complete their verification by enabling users to verify human presence through Proof of Video Interaction or via other "Proof of" mechanisms made available via the App from time to time. Participation is voluntary and not required for other App features. Each verification result is recorded on the Polkadot Network against the user's Wallet Address.

3.2. Proof of Video Interaction

- 3.2.1. In order to participate in Proof of Video Interaction, participants must hold a Username and provide a deposit of Support Tokens or a voucher, as further detailed in the App.
- 3.2.2. Proof of Video Interaction are interactions that take place weekly (or at such other intervals as the Company may determine from time to time) and verify that an individual is human through live peer-to-peer video interaction among small user groups. Groups perform gestures in turn, voting on whether each participant has successfully replicated the gesture to confirm that they are human.
- 3.2.3. All video communication occurs directly between participant Devices. Verification results are recorded on the Polkadot Network once sessions conclude.

4. Peer Rewards

- 4.1. Peers may, as determined autonomously by the Polkadot Network, be entitled to receive certain Peer Rewards, as further detailed in the App from time to time. All rights and privileges of Peers are subject to change and may cease at any time.
- 4.2. If a user has verified via Proof of Video Interaction, they are required to complete periodic verifications in order to maintain Peer status (as further detailed in the App) and by failing to do so, their verification will lapse and they will cease to be a Peer and have access to Peer Rewards.
- 4.3. Users are solely responsible for any tax or legal obligations arising from Peer verification or the receipt of Peer Rewards. The Company does not provide tax, legal or investment advice.

- 4.4. All users acknowledge and agree that Peer verification is experimental and is designed in part to establish further use cases for the Polkadot ecosystem (and blockchain technology more broadly) and, accordingly, any or all aspects of Peer verification may be amended or withdrawn without notice and the Company makes no representation or warranty regarding the timing, accuracy or security of any Peer record, reward or governance process.

5. Additional Technical Features

5.1. Onboarding and Device Verification

- 5.1.1. When you first use the App, the onboarding process generates a cryptographic keypair on your Device. The Private Key component of this keypair is backed up in encrypted form to iCloud Keychain (on iOS Devices) or via a split-custody mechanism using Google Drive and Firebase (on Android Devices). You must not delete, alter or otherwise interfere with this backup; doing so may result in permanent and irreversible loss of access to your Wallet and any cryptoassets it contains and we shall not be responsible for any loss of access due to your action.
- 5.1.2. As part of the onboarding process, the App performs a Proof of Unique Device ("PoUD") check using Apple App Attest (on iOS Devices) or Google Play Integrity (on Android Devices) to verify that the App is running on a genuine, unmodified Device. This check enforces a limit of one Account per Device.
- 5.1.3. You acknowledge and agree that: (a) PoUD verification is a condition of Account registration and you will be unable to register an Account if your Device does not pass the PoUD check; (b) the PoUD mechanism relies on attestation services provided by Apple or Google (as applicable), which operate under their own terms and conditions and over which we have no control; and (c) we are not liable for any inability to register an Account resulting from a failed PoUD check, including where such failure arises from Device configuration, operating system modifications or the unavailability of the relevant attestation service.

5.2. Desktop and Web App Pairing (Remote Signing)

- 5.2.1. The App supports pairing with the Polkadot desktop application and/or web application ("Desktop/Web App") to enable remote transaction signing ("Pairing"). When Pairing is active, your Device serves as the sole signing authority: all cryptographic keys remain on the Device at all times and are never transmitted to the Desktop/Web App or to any third party.
- 5.2.2. When you initiate or approve a transaction via the Desktop/Web App, the transaction payload is transmitted to your Device for signing. The signed transaction is then returned to the Desktop/Web App for broadcast to the Polkadot Network. At no point during this process is your Private Key exposed to, or accessible by, the Desktop/Web App.
- 5.2.3. You are solely responsible for: (a) ensuring the security of the connection between your Device and the Desktop/Web App; (b) verifying the details of any transaction payload before approving it on your Device; and (c) ensuring that Pairing is only established with applications and devices that you trust and control.

5.2.4. We are not responsible for any loss or damage arising from: (a) unauthorised access to a paired session; (b) the approval of a transaction based on an incorrect, misleading or malicious payload transmitted by the Desktop/Web App; or (c) any compromise of the Desktop/Web App or the device on which it is installed.

Schedule 1

Additional App Terms

The following terms and conditions will apply to your use of the App in addition to those set out in this EULA if you downloaded the App from the Apple App Store, in which case for the purpose of this Schedule 1, “**Appstore Provider**” means Apple.

1. You acknowledge and agree that this EULA has been concluded between you and the Company, and not with the Appstore Provider. You acknowledge and agree that the Appstore Provider is not responsible for the App and its content.
2. You acknowledge and agree that the Appstore Provider has no obligation to provide any maintenance or support in respect of the App. Should you have any problems in using the App, please contact the Company using the details in clause 21.
3. In the event that the App does not conform with any product warranty provided for by this EULA, the Appstore Provider may provide you with a refund of the price that you paid to purchase the App (if any). The Appstore Provider will, to the maximum extent permitted by law, have no obligation to you whatsoever with respect to the App.
4. You acknowledge and agree that the Appstore Provider will not be responsible for addressing any claims that you might have relating to the App, including (without limitation): product liability claims; any claim that the App fails to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation.
5. In the event that a third party claims that the App infringes its intellectual property rights, the Company (and not the Appstore Provider) will be solely responsible for the investigation, defence, settlement and discharge of such claim.
6. You warrant and represent that: (i) you are 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
7. You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries to this EULA. Upon your acceptance of this EULA, Apple will have the right to enforce the EULA against you as a third party beneficiary.