

GRATEFUL **TERMS OF USE**

Last update: December 11, 2024

These terms and conditions (“**Terms**”) are between Gratiud Interna Ltd. (“**Grateful**”, “**we**”, “**us**” or “**our**” as the context requires) and you

Please read these Terms carefully. These Terms govern your access to and use of the <https://www.imgrateful.io/> site (the “**Site**”) and Grateful’s App (as defined below). By opening, entering into or using the Site or the App (collectively the “**Service**”), you agree to abide by these Terms.

The Service is provided on a ‘as is’ and ‘as available’ basis and your use of the Service is at your own risk and your own responsibility. Your attention is drawn in particular to the risks and responsibilities that you assume in relation to the Service as described in clause IV, and the exclusions of our liability set out in clause VIII below.

Your use of the Site and the Service is also governed by Grateful’s Privacy Policy and Grateful’s Cookie Policy.

We may make changes to these Terms, the Privacy Policy or the Cookie Policy from time to time without the need to give you notice of those changes. Every time you wish to use the Service, please check these Terms to ensure you understand the terms that apply at that time. Your continued use of the Site, the App and the Services constitutes acceptance of those changes.

I. DEFINITIONS AND INTERPRETATION

In these Terms, the following terms have the following meanings:

“**App**” means any decentralized application, protocol, or interface that has been developed by Grateful, which may be made available via an internet browser on a “software as a service” basis, and that can give access to interactions with smart contracts that are in no way controlled or operated by Grateful;

“**Service**” means access to and use of the Site and/or the functionalities of the App (as applicable);

“**Site**” means <https://www.imgrateful.io/>;

“**Smart Contract**” means a self-executing software program with the terms of an agreement between two or more parties being directly written into lines of code and executed by a blockchain network or private network. The code controls its execution autonomously, and transactions are usually publicly traceable and irreversible by nature;

“**Token**” means any digital token or asset (which may be referred to as a ‘cryptocurrency’) which is made available for transfer, wrapping, or exchange using the App;

“**Transaction**” means the transfer of Tokens, data or any asset workable through the App or the Site between “Creators” and “Givers”, through the use of Smart Contracts or other means; and

“**User**” means a user of the Service in the capacity as Creator, as Giver or in any other capacity, irrespective of them being involved in any Transaction through the Site or the App.

The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. Words expressed in the singular include the plural and vice versa. The words "other", "including" and "in particular" do not limit the generality of any preceding words.

II. USE OF THE SERVICE

Access to the Service is provided on a non-exclusive, “as is”, and “as available” basis only.

Grateful does not guarantee that the Service will always be available or that use will be uninterrupted or error free.

We may terminate, limit or restrict access to the Site, the App and the Service at any time without notice and for any reason, including limiting or restricting access by geography.

The App may involve accessing markets, smart contracts, and interfaces allowing for Transactions of Tokens. To use the Service, you must already have a self-custodial digital wallet that can store and transfer Tokens that are supported by the App (“**Wallet**”). As part of the Service, you may be able to monitor real-time movements of Tokens, track a portfolio of Tokens and access certain supported decentralized protocols and decentralized applications through supported web browsers. In no event will we have the ability to access or suspend your access to your own Wallet.

Where a Wallet is created, a cryptographic private and public key pair is generated. The private and public key pair together evidence ownership/possession of a specific amount of supported Tokens in that Wallet which enables you to send and receive Tokens through a Blockchain network. The public key may be visible to all participants in such a Blockchain network. The private key must be kept secret and used to transact the Tokens represented by the corresponding public key. In some instances, depending on what other services you have used to create a Wallet, you may receive a pin code, create a password, or establish another method of accessing your private key as a security or convenience measure. In those cases, your authentication method may function similarly to your private key in that it allows you and others in possession of such information to potentially transfer Tokens from your Wallet. Grateful will never have access to Tokens in your Wallet, we will not store your private key or similar methods of accessing your Wallet, and we will never request this information.

When you request to make a Transaction via the App, you will be required to initiate a transfer from your Wallet’s interface (a “**Transfer Initiation**”). Grateful is entitled to rely on the Transfer Initiation and has no duty to inquire into or investigate the validity or accuracy of any Transfer Initiation. You will be responsible for keeping your hardware devices, including your phone, secure and for any activity associated with such devices and your Wallet when using the Service. Grateful will not be responsible if someone else accesses your devices and authorizes a Transaction upon receipt of a valid Transfer Initiation. Any transaction performed from a Wallet will be considered as performed by the User associated with it.

The protocols made available by the App are open-source self-executing smart contracts that are deployed on various permissionless public blockchains, such as Ethereum. Grateful does not control or operate any version of these smart contracts on any blockchain network.

Grateful acts solely as a software developer and technology provider, not in any way as a Virtual Asset Service Provider, nor does it perform any regulated financial activity. Grateful cannot access or manipulate funds from Users and it does not perform any form of custody over said funds. Grateful does not collect any personal information from the User, aside from what’s established in Grateful’s Privacy Policy.

Users may register on Grateful and utilize roles as established on the App, including “Merchants”, “Creators” and “Givers”. All the Transactions conducted via the App will be between users. Even if Grateful developed the App, once made available all users use it as a tool independent of Grateful, for their direct relationship, since the App exists as an independent decentralized application. The User decides how much he or she wants to charge other Users for a subscription to his or her account, or any amount to charge. Grateful does not guarantee the outcome of any Transaction, nor does it represent any User, Merchant, Creator or Giver the identity of the counterparty to any Transaction or their compliance with the terms of any covenant or promise, whether explicit or implied, which might be involved in any given Transaction.

Grateful may receive a fee for each Transaction conducted through the App, which will be 1% per Transaction, or as otherwise established on the App.

We may make changes to the Service at any time to time without notice, including, without limitation, the right to add or remove Tokens from the Service. The inclusion or removal of any particular Token does not constitute any form of endorsement of that Token by Grateful.

III. RESTRICTIONS ON USE

You accept and agree as follows in relation to your use of the Service.

You will not use the Service for any purpose that does not comply with applicable law or infringes the rights (including intellectual property rights) of Grateful or any other person.

You will not use the Service for commercial purposes (other than to facilitate Transactions with your customers, partners, employees, contractors or suppliers) without our express written permission.

You will not use the App or the Site impersonating any person or any organization, whether such an organization is an international organization, a business, a government agency, an NGO or any other organization conceivable.

You will not decompile, disassemble, modify, or reverse engineer any code in respect of the Site or the App that you are provided access to, you will not attempt to access any code that you are not provided access to, and you will not use the Service to build a competitive product, service or function.

You will not engage in any conduct that restricts or inhibits anyone’s use of the Service (including anything which affects the security of any other user’s Wallet).

You will not use the Service in such a way which is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.

You will not attempt to gain unauthorized access to, interfere with, or damage the proper working of the Site or the App.

You will not access, or to attempt to access, another user’s Wallet, private key or other security information on any third-party service that provides access to such user’s Wallet or private key on the Service.

You will not compromise, or to attempt to compromise, the security of any computer network, or to crack any passwords or encryption codes.

You will not use the Service in any manner which could disable, damage, or impair the Site, the App or interfere with any other party’s use of the Service.

You will not knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site or the App, the server on which the Site is stored or any server, computer or database connected to the Site or the App. You must not attack the Site or the App via a denial-of-service attack or a distributed denial-of service attack. Grateful will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing any information available to Grateful which might be useful to such authorities to ascertain your identity, including any personal data you may have volunteered. In the event of such a breach, your right to use the Site will cease immediately.

IV. Jurisdictional Restrictions

You may not open an account or use the services if you are located in, a resident or citizen of, or otherwise subject to a jurisdiction where such use is prohibited under applicable laws. We reserve the right to update the list of restricted jurisdictions at any time, at our sole discretion, without prior notice.

We may implement measures to block or restrict access to the services from such jurisdictions, including blocking access to the website and user accounts. You acknowledge and agree that if you are located in a restricted jurisdiction, even temporarily, you are not permitted to access or use the services. Restrictions may be applied to your account accordingly.

You must not attempt to circumvent any restrictions, including by using virtual private networks (VPNs) or similar technologies to disguise your location.

If we determine that you are accessing the services from a restricted jurisdiction or have provided false or misleading information about your location, residency, citizenship, or place of incorporation, we may close your account or take any other action we consider appropriate.

If your jurisdiction becomes restricted due to legal or regulatory changes, we may immediately suspend or terminate your access to the services.

We are not responsible for any losses you may incur as a result of being unable to access the services due to these restrictions.

Eligibility – Age Restriction

The Services are intended solely for individuals who are at least eighteen (18) years of age or the age of majority in their jurisdiction, whichever is greater. By accessing or using the Services, you represent and warrant that you meet this age requirement. If you do not meet the minimum age requirement, you are not permitted to access or use the Services.

V. YOUR RESPONSIBILITIES AND ASSUMPTION OF RISK

You accept and agree as follows.

Grateful is not regulated by any regulatory body and is not therefore subject to their rules. The Service does not constitute regulated financial services and does not provide or offer insurance cover to Users. Therefore, there is no regulatory protection of any kind available to you or other Users in connection with your use of the Services in any scenario.

Any Smart Contract that you and any other user enter into is a private arrangement between you and that other user. Grateful is not a party to any Smart Contract, does not act as an intermediary in relation to any Smart Contract or any Transaction, has no responsibility for verifying the

identity of any party to any Smart Contract or Transaction and has no responsibility in relation to any disputes relating to any Smart Contract or Transaction.

You should not use the Service if you do not have prior understanding of Blockchain technology and the risks and applicable compliance requirements of its use.

As owner of the Tokens, you are solely responsible for all activities and Transactions which occur in connection with your use of the Service and your Wallet.

You are solely responsible for ensuring that your use of the Service, and the entering into of any Smart Contracts or Transactions, does not breach any applicable laws that apply to you.

You are solely responsible for informing yourself about the operation of the relevant software protocols that underpin any Tokens that you choose to use in Transactions.

You are solely responsible for complying with any tax obligations that may arise from your use of the Service, Grateful will not be liable for your failure to comply with tax authorities, and will not perform any tax-related deductions or retentions.

Tokens may be ascribed value by third parties (either by way of a cash valuation, or a valuation expressed in other Tokens). Grateful has no control over any cryptocurrencies (including any Stablecoin) and is not responsible for any fluctuations in value, stability or liquidity of any Tokens.

Delays in Transaction execution may arise from the inherent functioning of the Blockchain network to which your Transaction will be processed through. Grateful has no responsibility for any delay between the initial processing and execution of any Transaction, or for any error in or failure of any Transaction, no matter how such delays, errors or failed transactions may arise.

Grateful will have no ability to access, use or exert any control over the Tokens that are locked within a Smart Contract and the relevant owner of such Tokens will retain control of the Tokens through its private key. If you lose your private key, or control of the private key, you may not be able to recover or use your Tokens.

We have no control over any User's Transaction, and we cannot cancel, undo or reverse any Transaction initiated by you. We shall have no liability for any Transactions which you may have executed (or tried to execute), even by mistake.

Grateful gives no guarantee as to the security of any Blockchain technology and is not liable for any hacks, double spending, stolen Tokens, or any other attacks on, or failures of, the Blockchain technology.

Grateful does not have access to your Wallet or private key and cannot initiate a transfer of, or otherwise access, your Tokens. Grateful is not acting as your broker, intermediary, agent, advisor, or custodian, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you effect when using your Wallet or the Service.

The content and materials available when using the Service are for informational purposes only and do not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation to treat or recommendation to buy or sell investments, securities or any other financial services and is not intended to be relied upon by you in making any specific investment or other decisions. We recommend you seek independent advice from a financial or investment advisor before making any such decision.

Where the Service contains links to other sites and resources provided by third parties, these links are provided for your information only. The inclusion of such links within the Service

environment should not be interpreted as an approval by Grateful of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

Internet transmissions are never fully private or secure. You understand that any information you send whilst using the Service may be read or intercepted by others, regardless of whether the transmission is encrypted. Grateful shall not be responsible for any interception you may experience when using the Service, however caused.

Grateful does not guarantee that the Service will be secure or free from viruses. You are responsible for configuring your information technology and systems to access the Site and the Service and you should use your own up to date virus protection software.

The Service relies on the proper functioning of services or products provided by third parties, including, but not limited to protocols, blockchain technology, smart contracts, blockchain networks, cloud service providers and third-party applications or tools from time to time (“**Third-Party Services**”). We do not control, endorse or adopt any Third-Party Services and have no responsibility for any Third-Party Services. We cannot and will not monitor, verify, censor or edit the content of any Third-Party Services. We are not responsible for any loss as a result of the use of Third-Party Services and such use is beyond our control and at your own risk. You are solely responsible for making yourself aware of any protocol ‘forks’, update, failure or hack and taking appropriate action to safeguard yourself from their effects, if they occur.

We may inform Users of Third-Party Services that may be of their interest, while undertaking no responsibility for their performance. Users must review any Third-Party Service and use them at their own risk, understanding that such use with Third-Party Service would constitute an engagement between Users and third parties, not including Grateful.

VI. DUE DILIGENCE GENERALLY, ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING:

Grateful is committed to providing safe, compliant, and reputable Services to identify, detect, prevent, and report on money laundering, terrorism financing, and other improper activities under applicable Anti-Money Laundering (AML) Laws, Counter-Terrorist Financing Laws, Anti-Corruption Laws, and Economic Sanctions Laws. Grateful may request its Users any information that it considers necessary to satisfy due diligence requirements and obligations pursuant to any applicable laws, current or future, and the compliance policies or procedures of Grateful. You agree to provide promptly documentation, information, or records requested by Grateful at any time, including, without limitation, a self-certification permitting the determination of tax residence and status under the Foreign Account Tax Compliance Act (FATCA) and under Common Reporting Standard (CRS) or other applicable Laws. If Grateful needs to retain certain information, documentation, and records on file pursuant to any applicable laws, current or future, and its contractual relationships, Grateful hereby expressly reserves the right to keep such information, documentation, and records. Additionally, Grateful may monitor for and assess suspicious or sanctionable transactions under applicable AML, Anti-Corruption, and Economic Sanctions Laws. These undertakings shall apply even when you suspend or terminate your relationship with Grateful or abandon your application to have a Digital Tokens Wallet with Grateful. Our policies apply to any and all Digital Tokens, Fiat, and other funds or property being exchanged on or through the Site or by any of you.

Grateful reserves the right to refuse registration, to bar transactions from, or to suspend or terminate the administration of Services for or with, any User for any reason (or for no reason) at any time. Without limiting the generality of the foregoing, this includes, but is not limited to,

any transfer, transaction, business, or dealing with a: (i) Sanctioned Person, (ii) a Person from or in jurisdictions that does not meet international AML–CTF standards (including any jurisdiction identified by the FATF as high-risk, non-cooperative, or strategically deficient jurisdictions, or jurisdictions under increased monitoring including but not limited to Albania, Barbados, Burkina Faso, Cambodia, Haiti, Jamaica, Morocco, Myanmar, Nicaragua, Pakistan, Panama, Senegal, South Sudan, Turkey, Uganda, United Arab Emirates and Yemen); (iii) Person that is a Government Official or Politically Exposed Person within the meaning of the FATF’s 40 Recommendations; (iv) Person that presents a risk of any exposure to penalties, sanctions, or other liabilities under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or tax Laws that may apply; (v) Person that Grateful determines is acting in the United States or Territory or Insular Possession of the United States (whether or not by, to, through, or from any U.S. Financial Institution) in violation of, causing any other person, to violate, attempting or conspiring to violate, or evading or circumventing these Terms or applicable Laws; and (vi) any Person that fails to meet any user due diligence standards, requests, or requirements of Grateful, or otherwise appears to be of high risk, including but not limited to any of the foregoing factors. In lieu of refusing registration or ongoing administration, Grateful may perform enhanced due diligence procedures. At all times, you may be subject to enhanced due diligence procedures in your use of the Site or the App and any Service. If you decline to provide requested due diligence information or otherwise do not reply timely or substantively with the documentation or data requested, the Site has the absolute discretion to suspend or terminate Services to you immediately.

VII. CONFIDENTIALITY

For purposes of these Terms,, all information that Grateful and you provide to each other whether or not such information is marked “confidential”, all information pertaining to Service, the parties’ Intellectual Property, will be deemed and treated as strictly confidential, non-public information (“Confidential Information”) unless and until Grateful or you specifically authorize each other in writing that any such information may be treated as public, and according to the provisions found in following Section VII. Except as specifically required by law, Grateful and you may disclose Confidential Information only with the information owner's prior written consent. Information already or generally available to the public (other than as a result of the breach of these provisions) will not be considered Confidential Information.

Grateful and you will not, during or subsequent to the term of these Terms, use each other’s Confidential Information for any purpose whatsoever other than the performance of these Terms. You will neither deliver, reveal, nor report any Confidential Information obtained or created pursuant to these Terms, to any government body or agency, or to any other person or entity, public or private, without (i) express prior written permission of party that owns the Confidential Information, or (ii) a court or administrative order requiring disclosure.

VIII. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in or arising out of or in connection with the Site, the App and the Services, and all trademarks of Grateful shall remain the property of Grateful.

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as necessary to receive the Service), or create derivative works based on the Site or the App.

You may not:

- a. claim or register ownership of Grateful's Intellectual Property on your behalf or behalf of others;
- b. sublicense any rights in Grateful's Intellectual Property granted by us;
- c. import or export any of Grateful's Intellectual Property to a person or country in violation of any country's export control laws;
- d. use Grateful's Intellectual Property in a manner that violates this Agreement or applicable law; or,
- e. attempt to do any of the foregoing.

You acknowledge and agree that the Service may use, incorporate or link to certain open-source components available on open-source licenses and that your use of the Service is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components. Nothing in these Terms will be construed to limit any rights granted under such open-source licenses with respect to the components specifically covered by such licenses.

Any data or other content you upload to or submit using the Service will be considered non-confidential. You retain all of your ownership rights in your content, but when you upload or post content to our site, you grant us a perpetual, worldwide, royalty-free, transferrable, non-exclusive license to use, copy, distribute, prepare derivative works of, display, and publish that data and content in any manner (including to promote the Site and Service).

IX. OUR LIABILITY

These Terms are (to the fullest extent permitted by law) in lieu of and to the exclusion of any other warranty, condition, term or undertaking of any kind (including those implied by law), statutory or otherwise, relating to the Service or anything to be done under or in connection with these Terms.

In no event will we be liable for any claims, penalties, loss, damages, expenses or harm arising out of or in connection with your use of the Service or in relation to any Transactions you execute (or attempt to execute).

You agree to indemnify and reimburse Grateful for all costs, charges, damages or losses which we may suffer in relation to your use of the Service, including in relation to (a) any content which you may upload to the Site or App or any interaction you may have with any other user of the Site or the App; and (b) any tax implication for which Grateful may become liable as a result of your use of the Service.

Grateful shall not be liable to you, whether in contract, in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss, destruction or corruption of data; (e) loss of contract, business or opportunity; (f) loss of goodwill; and (g) wasted expenditure.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GRATEFUL, AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF GRATEFUL ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND GRATEFUL EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, GRATEFUL DOES NOT REPRESENT OR WARRANT THAT ITS PRODUCTS AND SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS, AND RULES SET FORTH IN THESE TERMS AND ANY SUPPLEMENTARY TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS TO GRATEFUL'S SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT GRATEFUL WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO:

- a. ANY INACCURACY, DEFECT, OR OMISSION OF DIGITAL ASSETS PRICE DATA;
- b. ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA;
- c. INTERRUPTION IN ANY SUCH DATA;
- d. REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY GRATEFUL AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE;
- e. ANY DAMAGES INCURRED BY OTHER CLIENTS' ACTIONS, OMISSIONS, OR VIOLATION OF THESE TERMS;
- f. ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS NOT AUTHORIZED BY GRATEFUL; AND,
- g. OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND SUPPLEMENTARY RULES ISSUED BY GRATEFUL. THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GRATEFUL, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF GRATEFUL SERVICES, ANY PERFORMANCE OR NONPERFORMANCE OF GRATEFUL SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF GRATEFUL AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF GRATEFUL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF GRATEFUL'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

X. DATA PROTECTION

Please see Grateful's Privacy Policy for information on how Grateful processes and stores Users' personal data.

XI. CUSTOMER SUPPORT

For customer or technical support, please refer to the Grateful's Supporting Documentation for guidance. For all other queries (including any questions about these Terms), please use our Support Chat function on the Site. We cannot guarantee immediate responses, especially during periods of high volume.

XII. GENERAL

a. Sanctions – You represent and warrant on an ongoing basis at all relevant times that you are not, nor is any individual with access to your User account or any of your affiliates, subject to any financial, economic or trade sanctions or embargoes or otherwise designated on any list of prohibited or restricted parties or territories, including any such lists maintained from time to time by the United Nations Security Council, the United States Government, the European Union or its member states or any member states of the European Free Trade Association, or other applicable government authority, including but not limited to: Belarus, Burma (Myanmar), Burundi, Central African Republic, Congo, Côte d'Ivoire, Cuba, Iran, Iraq, Lebanon, Liberia, Libya, Mali, Nicaragua, North Korea, Russian Federation, Somalia, South Sudan, Sudan, Syria, Crimea (Ukraine/Russia), Venezuela, Yemen, Zimbabwe. In the event that, at any relevant time, the warranty outlined in the preceding sentence ceases to be true, you shall notify us immediately. We reserve the right to restrict access to the Service in specific countries or territories (for example through the use of 'geo-fencing' technology).

b. Waivers - No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

c. Third Party Rights – The Terms do not confer any rights on any person other than the parties to the Terms (and, where applicable, their successors and permitted transferees).

d. Use of Subcontractors – We may perform any of our obligations, and exercise any of the rights granted to us under the Terms, through a third-party.

e. Assignment - We may transfer our rights and obligations under the Terms to any third party. You may only transfer your rights or obligations under the Terms to another person if we agree in writing.

f. Entire Agreement - The Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

g. Governing Law and Jurisdiction - The Terms are intended to be legally binding. The Terms and any dispute or claim arising out of or in connection with them or their subject matter or

formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of the British Virgin Islands.

Grateful and you agree to exclusively resort to, comply with and be subject to binding arbitration hereunder as the exclusive means of resolving any cause of action, dispute, controversy, claim, or defense (collectively "Claim") between or among them or their representatives, officers, agents, employees, and affiliates, arising out of, relating to or connected with any operative fact giving rise to or evidencing any such claim, and that of any other transactionally-related matter, including, without limitation, any question in relation to or regarding the formation, binding effect, interpretation, performance, violation, breach, existence, nullity, validity or termination of this Terms and Conditions, this arbitration clause, any other agreement between the parties, or the general commercial and financial relationship between Grateful and you, according to the following provisions:

h. Arbitration Clause - Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, or termination, shall be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"), which are deemed to be incorporated by reference into this clause. The arbitral tribunal shall consist of three (3) arbitrators appointed in accordance with the ICC Rules. The seat of arbitration shall be New York, New York, United States. The language of the arbitration shall be English. Any written evidence originally in a language other than English shall be submitted with a certified English translation. The governing law of the contract and the arbitration shall be the laws of the State of New York, excluding its conflict of law rules. The language to be used in precedential arbitral proceedings shall be English, unless the parties agree otherwise. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof. The substantive governing law of the arbitration shall be the applicable law of the British Virgin Islands. The number of arbitrators serving as the arbitral tribunal shall be one (1) or as otherwise provided by the Rules or agreed by the parties. The arbitral tribunal shall render its final decision in such time as provided by the Rules, and if no time frame is specified in the Rules then not more than one (1) year after commencement of arbitral proceedings.

This Agreement, arbitration clause, and any resulting arbitration award shall be enforceable and executable. Any challenge by either party to the validity or enforceability of this Agreement, this arbitration clause, or the arbitration award may be referred only to the arbitral tribunal hereunder appointed. Each party hereby waives its rights, if any, to any form of recourse against or challenge to an arbitration award to any other court or other competent authority. Accordingly, each party shall:

- ❖ hereby irrevocably and unconditionally submit to the personal jurisdiction of the seat of arbitration and arbitral forum for the purpose of any suit, action, or other proceeding arising out of or based upon the dispute, or as agreed by the parties;
- ❖ shall not commence any suit, action, or other proceeding arising out of or based upon this Agreement or arbitration clause except in the seat of arbitration and arbitral forum, or as agreed by the parties (except as needed for enforcement of an arbitration award); and
- ❖ hereby waives, and shall not assert, by way of motion, as a defense, or otherwise, in any proceeding, any claim that it is not subject to the personal jurisdiction of the seat of arbitration.

- ❖ may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator.
- You and Grateful:
 - ❖ agree that the matters governed by this Agreement and arbitration clause are able of being subject of arbitration;
 - ❖ respectively warrant that each other has the legal capacity to agree to arbitration as herein stated;
 - ❖ warrant that this Agreement and arbitration clause are legally valid;
 - ❖ agree and acknowledge that the counterparty(ies) is (are) reasonably and materially relying upon this Agreement and arbitration clause as being valid and legally binding;
 - ❖ agree that the prevailing party in an Arbitration will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party when it is considered by the Arbitrator(s) that the non-prevailing party presented frivolous claims or counterclaims, in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the Arbitrator to have prevailed on the major disputed issues; and
 - ❖ agree any dispute arbitrated hereunder should be construed as subject to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, June 10, 1958) ("New York Convention"), and as arising from a commercial relationship.

i. Class Action Waiver

You and Grateful agree that any claims relating to these Terms or to your relationship with Grateful (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and Grateful further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including Grateful.