

## TERMS OF SERVICE

Effective Date: 02 February 2022

**lens.xyz**  
**lensfrenz.xyz**  
**dumpling.lol**

### TL; DR

*We have included a simple version of our Terms and Conditions in TL;DRs for each section to make it easier for you to understand them.*

*The TL;DRs do not form part of the terms, but they can help you quickly grasp the main points of the terms and make informed decisions because we understand that the terms can be difficult to read with a lot of legal language and technical terms. We also wanted to explain how new technologies like blockchain may impact our Services.*

These websites (each individually, a “Site” or jointly “Sites”) are operated by Avara UI Labs Ltd (“Company”, “we”, “us” and “our”). We offer the Sites, including all information, tools and services available from these Sites (collectively, the “Services”) to you to allow you to interact with the Lens Protocol - a composable and decentralized social graph conditioned upon your acceptance of all terms and conditions (“Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink (collectively, the “Agreement”).

By visiting the Sites and/or using the Services, you agree to be bound by the Agreement. Please read these Terms carefully before accessing or using the Sites. If you do not agree to all the terms of the Agreement, then you should not access the Site or use the Services.

You can review the most current version of the Terms at any time on the Site. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

**ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND WE AGREE THAT ANY DISPUTES RELATING TO THE SERVICES WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

## 1. SERVICES

To use the Services, you must legally be able to enter into the Agreement. By using the Services, you represent and warrant that you meet the eligibility requirement. If you do not meet the requirement, you must not access or use the Site or the Services.

*You may use our Sites only if it's legal for you to agree to our terms (by virtue of age or otherwise).*

You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction.

*You may not use the Services for anything illegal. The Site and our Services evolve constantly and may change from time to time, at our discretion.*

The Sites and Services evolve constantly. As such, the Sites and Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally.

### **Services involve immutable on-chain blockchain interactions with the Lens Protocol.**

By using the part of Services which involves on-chain interactions with the Lens Protocol, you understand you are interacting with an inherently public blockchain-based system. On-chain interactions with the Lens Protocol (such as the creation of a Lens Profile, posting or commenting on User Content on-chain, mirroring and collecting publications) are created as immutable entities on the blockchain, therefore the history of interactions with to the Lens Profile can be tracked.

*Please note that the Lens Protocol lives on the public and immutable blockchain, which means that all entries will be forever discoverable.*

If you are not comfortable with the inherently immutable and public nature of all entries on the blockchain, you should not use our Service that involve on-chain interactions or create or manage a Profile on the Lens Protocol.

*You can create a Profile only once, but you can change certain aspects of your Profile on our Site.*

In order to access and use certain features of the Service, you must connect to the Service a software-based digital wallet that allows you to mint, collect, store and engage in transactions with the blockchain (each a "Wallet"). ALL BLOCKCHAIN INTERACTIONS INITIATED THROUGH OUR SERVICES ARE effected by third-party wallet extensions. By using our Services you agree that such transactions are covered by the terms of service and privacy policy for the applicable extensions.

*If you're not comfortable with the public nature of the blockchain entries, you should not interact with the Lens Protocol.*

## **Our Site allows you to claim a Profile on the Lens Protocol.**

The Site claim.lens.xyz is provided to you to claim a Lens Protocol profile token (“Profile”). The Profile is created to the Wallet that controls the Profile by having the ability to create and contain the history of the content on the Lens Protocol, including all the posts, mirrors, comments and other content originating from that Profile (“Items”).

*You can claim a Lens Profile which is created to your self-custodial blockchain Wallet. We may choose to set limitations on the claiming or stop it entirely.*

Currently, a Profile is available to mint online exclusively (and free of charge) through the Site claim.lens.xyz.

We reserve the right - but are not obligated to - limit the provision of Profiles to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis in our sole discretion. We reserve the right to limit the type, amount, and quantity of any Profiles which can be claimed via this Site. We reserve the right to discontinue claiming Profiles at any time.

## **You are ultimately in control of your Profile.**

You understand that when you interact with any Lens Protocol smart contracts, you retain control over your Profile at all times. It is important to understand that neither we nor any affiliated entity is a party to any transaction on the blockchain networks underlying the Lens Protocol; we do not have possession, custody or control over any Items on your Wallet (including, but not limited to Profiles); and we do not have possession, custody, ability to delete or control any Items on any user’s Wallet or any Profile’s interactions with the Lens Protocol.

*You, and only you, are in control of your Profile. Use this power carefully.*

## **You are responsible for securing the Wallet that contains your Profile.**

You are responsible for safeguarding your Profile and Wallet. We cannot and will not be liable for any loss or damage arising from your failure to secure your Wallet.

*Keep your wallet safe. You are responsible for it.*

The private key associated with the Wallet address from which you use to claim Profile or the private key associated is the only private key that can control the Wallet you use to interact with the smart contracts. You alone are responsible for securing your private keys. We do not have access to your private keys.

## CONTENT & COLLECTING

### User Content

You are solely responsible for any content you provide by interacting with the Lens Protocol ("User Content"). You should only provide User Content to Lens Protocol that you are comfortable sharing with others. You represent and warrant that you have, or have obtained all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for and User Content you post.

We take no responsibility for the User Content on the Lens Protocol, although we reserve the right not to display on our Sites any User Content originating from the Lens Protocol that is in violation of these Terms, including but not limited to User Content that violates any third-party copyright or trademark or other intellectual property misappropriation, impersonation, unlawful conduct, or constitutes harassment.

Any use, reliance on, or collection of any User Content or materials displayed via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to User Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All User Content is the sole responsibility of the person who originated such User Content. We may not monitor or control the User Content posted via the Services and, we cannot take responsibility for such User Content.

### **Our Site allows you to upload User Content using hosted on a third-party provider IPFS.**

You understand and agree that User Content posted to on-chain to the Lens Protocol are hosted on a third-party service, Interplanetary Files System ("IPFS"). We do not control and are not responsible for any action or omission taken by IPFS as it pertains to the user interface or otherwise. The use and access of any third-party products or services, including through the Services, is at your own risk. By uploading picture as User Content using our Site, you accept the hosting on IPFS.

*You should only post on Lens what you're comfortable sharing with others. You must make sure you have gotten all approvals to post content.*

*We take no responsibility for content on Lens.*

*We may not display content that that violates these Terms.*

*Do your own research; we don't endorse or guarantee the accuracy of any user content.*

*If you use the Site to upload content in the form of files on the Lens Protocol, the file will be stored on IPFS. We do not control the IPFS. You should understand that even if you hide the publication from our Site, the file will remain stored in IPFS.*

## **Lens Profiles may make User Content available for collecting by other users**

User Content may embody, comprise or otherwise be associated with certain characters, artwork, or other work of authorship ("Artwork") made available by Profiles (who who may represent artists, musicians and other creators) for collecting in the form of non-fungible tokens ("Tokens").

All transactions related to the Service, including making a Token available for collecting are effected and recorded solely through the interactions of the Profile with the blockchain, which is not under the control of or affiliated with the Company or the Service. The Service does not hold, and cannot purchase, sell, or trade any tokens, nor can the Service set, change or enforce any conditions for collecting set by the Profile.

Upon you collecting a Token, although the Token is owned by you, the Artwork embodied thereby is licensed and not transferred or sold to you. Ownership means that the ownership of the Token is recoded on blockchain. Subject to your lawful acquisition, and continued ownership of a Token, the user controlling the Profile grants you a worldwide, non-exclusive, revocable, royalty-free license, with no right to sublicense, on as-is basis, to display the Artwork embodied by such Token(s), unless a more expansive license is granted to you in accordance with the Token metadata. For the avoidance of doubt, to be granted the license above, you must independently verify the right of the user controlling the Profile to make the Token available for collecting (including, without limitation, copyright).

All Tokens are provided by the Profiles on an as-is basis without any warranty or representation of any kind, express or implied. The Tokens may contain errors and it is the responsibility of the acquiring user to independently verify the accuracy, completeness and suitability for the purpose of the Token before collecting.

NO WARRANTY FROM COMPANY. COMPANY MAKES NO REPRESENTATIONS ABOUT THE QUANTITY, SUFFICIENCY OR QUALITY OF SERVICES THAT IT PROVIDES TO YOU. COMPANY DOES NOT WARRANT THAT IT WILL DISPLAY YOUR USER CONTENT OR ARTWORK FOR COLLECTION AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO WARRANTIES, AND ALL IMPLIED WARRANTIES, STATUTORY WARRANTIES OR OTHER WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH THE LAWS, NON-INFRINGEMENT, TITLE, OR BASED ON COURSE OF DEALING OR USAGE OF TRADE.

*Users may make their content, including Artwork available for collecting in the form of Tokens by other users.*

*The Services have no control over the conditions under which the users make Tokens available for collecting.*

*You understand that by collecting a Token, you don't own the underlying artwork, but the use and right to display is only licensed to you.*

*All Tokens are provided on as-is basis (so you should check carefully what you collect).*

## BLOCKCHAINS

### **Entries on the blockchain are not anonymous.**

A widespread belief is that entries and transactions involving blockchains are anonymous. In fact, a central feature of blockchains and thus, blockchain-based transactions and entries, is that they are generally transparent. Your public key and your Wallet address, which you need to interact with the blockchain, as well your Profile and Items in your Wallet are visible to anyone. To the extent your public key or wallet address can be linked back to you, it would be possible for someone to determine your identity and the Items in your wallet.

*You are interacting with an inherently transparent blockchain. Transparency does not mean anonymity, but your public key and wallet address will be visible to everyone. If you're not comfortable with this, you should not engage with blockchain-based services.*

### **You assume the risks of engaging in transactions that rely on smart contracts and other experimental technology.**

Transactions on the Lens Protocol rely on smart contracts stored on a blockchain, cryptographic tokens generated by the smart contracts, and other nascent software, applications and systems that interact with blockchain-based networks. These technologies are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the applicable blockchain (e.g., forks) could disrupt these technologies and even result in a total loss of tokens, cryptoassets, their market value, or digital funds. You are solely responsible for the safekeeping of the private key associated with the blockchain address used to interact with the Lens Protocol. We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage in transactions using blockchain-based technology.

*Using the Lens Protocol involves new and risky technology like blockchain and smart contracts.*

*This technology can be vulnerable to bugs, cyberattacks, and other problems that may cause you to lose your tokens or digital funds.*

*We will not be held responsible for any problems you may encounter. If you don't want to take the risk, you should not use the Lens Protocol.*

One of the other defining features of blockchain technology is that its entries are immutable, which means, as a technical matter, they generally cannot be deleted or modified by anyone. This includes smart contracts and tokens generated and programmed by smart contracts.

**THUS, TRANSACTIONS RECORDED ON THE BLOCKCHAIN, INCLUDING TRANSFERS OF TOKENS AND DATA PROGRAMMED INTO THESE TOKENS, MUST BE TREATED AS PERMANENT AND CANNOT BE UNDONE BY US OR BY ANYONE. YOU MUST BE VERY CAREFUL WHEN YOU FINALIZE ANY ENTRY OR TRANSACTION THAT WILL BE RECORDED ON THE BLOCKCHAIN.**

### **You acknowledge the risks of using the Services.**

You bear sole responsibility for evaluating the Services before using them, and all transactions and blockchain entries accessed through the Services are irreversible, final, and without refunds. The Services may be disabled, disrupted or adversely impacted as a result of

*You bear sole responsibility for evaluating the Services before using them.*

sophisticated cyber-attacks, surges in activity, computer viruses, and/or other operational or technical challenges, among other things. We disclaim any ongoing obligation to notify you of all of the potential risks of using and accessing our Services. You agree to (defined below) accept these risks and agree that you will not seek to hold any Avara UI Labs Indemnified Party responsible for any consequent losses.

**The Lens Protocol is deployed on blockchain-based networks, and we are not responsible for the operation of such networks.**

The software underlying blockchain networks on which the Lens Protocol is deployed, including the Polygon Network, is open source, which means that anyone can use, utilize, and build on top of it. By using the Services, you acknowledge and agree that (i) we are not responsible for the operation of the blockchain-based software and networks underlying the Lens Protocol, (ii) there exists no guarantee of the functionality, security, or availability of that software and networks, and (iii) the underlying blockchain-based networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks”.

*The Lens Protocol is deployed on networks which we don't control.*

**The Services are provided to free of charge, however, there may be associated blockchain fees.**

We may provide Services free of charge however, all transactions using blockchains require the payment of gas fees, which are essentially transaction fees (also called “gas fees”) paid on every transaction that occurs on the selected blockchain network. We may, at our sole discretion, cover the gas fees for users. We may stop (permanently or temporarily) covering the gas fees at any time. We do not receive any fees for any transactions, the Services, or the Site.

*Blockchains come with gas fees. We may pay for those fees on your behalf; however, we may choose to not pay for them at any time.*

## **2. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

Content creators and owners retain their existing rights to any content uploaded, edited, or minted via the Services. However, by using the Services, all users (including content creators and owners) grant limited licenses to one another to use their contributions in various ways, as discussed below.

*With respect to intellectual property rights and ownership - what's yours is yours.*

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorises us to make your User Content available to the rest of the world and to let others do the same.

*You agree to provide us with a license to make the User Content available.*

By posting content on our Sites, you represent and warrant that you have obtained all necessary intellectual property rights for such content, including but not limited to any trademark, copyright, patent, trade secret, or proprietary rights (including, without limitation, the performance, master recording and/or publishing rights for any musical or video content). You further represent and warrant that the posting and use of your content on our platform does not infringe or violate any third-party rights, including but not limited to any intellectual property rights, privacy rights, or publicity rights. Company does not assume any responsibility or liability for any unauthorized use of any User Content made available through the Sites.

*You confirm you have all the necessary rights to post content.*

Notwithstanding User Content, unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Lens Protocol logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof, are the proprietary property of Company.

### **Digital Millennium Copyright Act (DMCA) Notice and Takedown Procedure**

We respect the intellectual property rights of others. If you believe your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through our Sites, please notify our designated copyright agent, identified below.

#### **Designated Copyright Agent:**

Avara UI Labs Ltd  
Email: IP@aave.com

To be effective, your notification must include the following:

- A signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material on the Sites.
- Information reasonably sufficient to permit [Company Name] to contact the complaining party, such as an address, telephone number, and an email address.
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.



- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that under the Digital Millennium Copyright Act (DMCA), any person who knowingly makes a material misrepresentation that infringing material or activity was removed or disabled by mistake or misidentification may be subject to liability.

We reserve the right to terminate access to our Sites to users who repeatedly infringe on the copyrights of others.

**Disclaimer:** We are not responsible for the User Content posted by users on our Sites and do not have control over the materials that are made available through the Sites. We will comply with takedown notices and take steps to prevent repeat infringers, but we do not assume any liability for material posted by users.

### 3. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

*We are not responsible for any mistakes or inaccuracies on this Site.*

This Site may contain certain historical information. Historical information is not necessarily current and is provided for your reference only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our Site.

### 4. MODIFICATIONS TO THE SERVICES

We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time. We shall not be liable to you or any third-party for any modification, information change, suspension or discontinuance of the Services.

*We may change or modify the Services at any time.*

## 5. THIRD-PARTY SERVICES, LINKS, MATERIALS & WEBSITES

The Site may include materials from third-parties. Third-party links on this Site may direct you to third-party websites, applications, or resources that are not affiliated with us, including other sites and services which allow you to interact with the Lens Protocol (including but not limited to any wallet extensions). We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the order or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

*We are not responsible for the content or services of any third-party, including, without limitation, any network, or apps like Discord, or MetaMask, and we make no representations regarding the content or accuracy of any of their services or materials. You should separately make sure you agree with their terms of use before using them.*

## 6. PERSONAL INFORMATION

Your submission of personal information through the Site is governed by our Privacy Policy. Our Privacy Policy is available [here](#).

*You should read our privacy policy. At least the TD;DRs.*

## 7. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or the Services:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

*You are not allowed to use the Services for anything illegal, infringing intellectual property rights, harassment or otherwise abusive behavior, spreading false information or viruses, spamming, or interfering with the security features of the Services.*

## 8. ASSUMPTION OF RISK

### **You agree to the automated collection and disbursement of proceeds by smart contracts.**

You acknowledge and agree that all transactions accessed through the Services will be automatically processed using one or more blockchain-based smart contracts. By engaging in transactions using the Services, you acknowledge and consent to the automatic processing of all transactions in connection with using the Services.

### **You are solely responsible for the security of your wallet.**

You understand and agree that you are solely responsible for maintaining the security of your wallet. Any unauthorized access to your wallet by third parties could result in the loss or theft of your Lens Profile, Items, any cryptoasset, or any funds held in your account and any associated accounts. You understand and agree that we have no involvement in, and you will not hold us responsible for managing and maintaining the security of your wallet. You further understand and agree that we are not responsible, and you will not hold us accountable, for any unauthorized access to your wallet. It is your responsibility to monitor your wallet.

### **We reserve the right to restrict your access from engaging with the Services.**

You agree that we have the right to restrict your access to the Services via any technically available methods if we suspect, in our sole discretion, that (a) you are using the Services for money laundering or any illegal activity; (b) you have engaged in fraudulent activity; (c) you have acquired cryptoassets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) you are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either you, as an individual or an entity, or your wallet address is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists), or any other sanctions lists administered by OFAC; (f) you are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Côte d'Ivoire, Cuba, Belarus, Russia, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) you have otherwise acted in violation of these Terms. If we have a reasonable suspicion that you are utilizing the Site for illegal purposes, we reserve the right to take whatever action we deem appropriate.

*You assume the risks of using the Services (including the risks related to smart contracts). You are responsible for your wallet. We may restrict your access to the Services for any reason, including, but not limited, compliance with sanctions regulations. We don't guarantee the quality of the Services.*

## **We do not guarantee the quality or accessibility of the Services.**

As a condition to accessing or using the Services or the Site, you acknowledge, understand, and agree that from time to time, the Site and the Services may be inaccessible or inoperable for any reason, including, but not limited to equipment malfunctions, periodic maintenance procedures or repairs, causes beyond our control or that we could not reasonably foresee, disruptions and temporary or permanent unavailability of underlying blockchain infrastructure or the unavailability of third-party service providers or external partners for any reason.

You acknowledge and agree that you will access and use the Services, including, without limitation, the Site at your own risk. You should not engage in blockchain-based transactions unless it is suitable given your circumstances and financial resources. By using the Services, you represent that you have been, are and will be solely responsible for conducting your own due diligence into the risks of a transaction and the underlying smart contracts and cryptoassets.

## **9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

You agree that from time to time we may remove the Services for indefinite periods of time or cancel them at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of fitness for a particular purpose, durability, title, and non-infringement.

In no case shall the Company, or its directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services obtained using the service, or for any other claim related in any way to your use of the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the

*The Services are provided to you completely as they are, and could function differently than you had expected. You agree to accept the Services as is. You expressly agree that your use of, or inability to use, the Services is at your sole risk. Our liability shall be limited entirely or to the maximum extent permitted by law.*

Service or any content posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow for the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## 10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company and Company parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the anything they incorporate by reference, or your violation of any law or the rights of any third-party

*You will be responsible for and cover our losses in circumstances where it would be unfair for us to bear the loss.*

## 11. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

*The terms in these Terms of Service are independent of one another such that the remainder of the terms will remain in force if for any reason a court declares one or more of its provisions void or unenforceable.*

## 12. TERMINATION; CANCELLATION

This Agreement is effective unless and until terminated by either you or us. You may terminate the Agreement with us at any time by not accessing the Site or the Services. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement (including without limitation any provision of the Terms of Service), we reserve the right to terminate our Agreement with you and deny you access to the Services. We further reserve the right to restrict your access to the Site in any way or to stop providing you with all or a part of the Services at any time and for no reason, including, without limitation, if we reasonably believe: (a) your use of the Services exposes us to risk or liability; (b) you are using the Services for unlawful purposes; or (c) it is not commercially viable to continue providing you with our Services. The aforementioned does not limit any other rights and remedies that may be available to us, whether in equity or at law, all of which we expressly reserve.

*This Agreement can be terminated at any time and for any reason, however, It will govern your activity as long as you keep using the Site or Services.*

### 13. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement and understanding between you and us and governs your use of the Services. This Agreement supersedes any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against us.

Any failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

*You should only rely on this Agreement. If anything in this Agreement is deemed unclear, it should not be held against us. If we have a right under these Terms and we don't exercise it, we can still exercise such right in the future.*

### 14. GOVERNING LAW

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Cayman Islands.

*The law of the Cayman Islands governs our Services.*

### 15. ARBITRATION AGREEMENT AND WAIVER OF RIGHTS, INCLUDING CLASS ACTIONS

PLEASE READ THIS SECTION CAREFULLY: IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

#### Agreement to Attempt to Resolve Disputes Through Good Faith Negotiations

Prior to commencing any legal proceeding against us of any kind, including an arbitration as set forth below, you and we agree that we will attempt to resolve any dispute, claim, or controversy between us arising out of or relating to the agreement or the Services (each, a "Dispute" and, collectively, "Disputes") by engaging in good faith negotiations. Such good faith negotiations require, at a minimum, that the aggrieved party provide a written notice to the other party specifying the nature and details of the Dispute. The party receiving such notice shall have thirty (30) days to respond to the notice. Within sixty (60) days after the aggrieved party sent the initial notice, the parties shall meet and confer in good faith by videoconference, or by telephone, to try to resolve the Dispute. If the parties are unable to resolve the Dispute within ninety (90) days after the aggrieved party sent the initial notice, the parties may agree to mediate their Dispute, or either party may submit the Dispute to arbitration as set forth below.

*Before trying to sue us, you agree to first engage in good faith negotiations with us to resolve any dispute.*

*We agree that if we can't sort it out through negotiations, it will be resolved through binding arbitration.*

*Unless you provide a timely arbitration opt-out notice to us to the email address provided in Contact Information below, you acknowledge and agree that you and we are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.*

## Agreement to Arbitrate

You and we agree that any Dispute that cannot be resolved through the procedures set forth above will be resolved through binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration shall be the Cayman Islands. The language of the arbitration shall be English. The arbitrator(s) shall have experience adjudicating matters involving Internet technology, software applications, financial transactions and, ideally, blockchain technology. The prevailing party will be entitled to an award of their reasonable attorney's fees and costs. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

UNLESS YOU PROVIDE US WITH A TIMELY ARBITRATION OPT-OUT NOTICE TO US AT THE EMAIL INDICATED IN THE CONTACT INFORMATION BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

## Changes

By rejecting any changes to these Terms, you agree that you will arbitrate any Dispute between you and us in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **16. CONTACT INFORMATION**

Questions about the Terms should be sent to us at [wecare@avaralabsui.com](mailto:wecare@avaralabsui.com).