

Welcome to the Site

This document sets out the terms and conditions (the “**Site Terms**”) that apply whenever you (“**you**”) use bargainer.ai, its sub-domains, any pages and/or functionalities, and any of the APIs and other component applications (the “**Site**”) to carry out transactions. If you do not understand or do not agree to these the Site Terms, please do not use the Site. These Site Terms were most recently updated on 12 August 2023.

Who we are

We are **TRILITECH KANVAS LIMITED**, a business company incorporated with company number 13532868 under the laws of the British Virgin Islands with its registered address at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands, as the operator of the Site and your counterparty to transactions conducted via the Site (“**we**” or “**us**”).

Contact us

If you would like to contact us, you can do so by writing to us at nft@trili.tech,

Privacy Policy

Our Privacy Policy describes the ways we collect, use, store and disclose your personal information. Please see the Privacy Policy for more information <https://bargainer.ai/privacy.pdf>

Accepting the Site Terms

Please read these the Site Terms carefully before using the Site. We are only willing to make the Site available and make Token transactions with you if you accept all the provisions of the Site Terms.

You confirm, if you are using the Site on your own behalf, that you are at least 18 years of age and in any event, at least of the legal age required in your country to enter the Site Terms, and if you are using the Site behalf of an organization or company, that you have the legal authority to bind any such organization or company to the Site Terms.

By using the Site or any part of it, or by indicating your acceptance by clicking the “I accept” button prior to claiming a Token, you are confirming that you understand and agree on your own behalf or, where applicable, on behalf of the organisation or company you are acting for, to be bound by the Site Terms.

These the Site Terms are only available in English and we do not store or file copies of any contracts.

1. DEFINITIONS AND INTERPRETATION

In these the Site Terms these words and phrases have the following meaning:

“Acquired Token”: a Token that you claim from us via the Site and that is delivered to your Tezos Wallet by us using Tezos.

“Creative Content”: the copyrightable designs, art, and other creative works, in which we own the IP that has been licensed us to for the purpose of minting and delivering Tokens in accordance with these the Site Terms.

“IP”: means any intellectual property, including patents (including patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

“Minting”: in relation to a Token, means the creation of a Token using Tezos.

“Site Materials”: collectively, the Site and all IP in it, including in all designs and other creative works, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Site.

“tez”: the native token of Tezos.

“Tezos”: collectively, the Tezos Technologies and the Tezos Network. **“Tezos”** does not exist as a legal person, and no single entity owns, manages, or controls the Tezos Technology or the Tezos network.

“Tezos Network”: the peer-to-peer permissionless blockchain computer networks powered by Tezos Technologies.

“Tezos Technologies”: the open-source distributed ledger and blockchain software technologies known as the Tezos protocol.

“Tezos Wallet”: means a software application or website that manages your private key and public key for the Tezos Network.

“Token”: means either a unique, single reference token or a token that is part of a unique, single reference supply of interchangeable tokens, in either case, which is minted on Tezos so that the single-reference token or the supply of interchangeable tokens is exclusively, verifiably, and immutably identified as linked to Creative Content.

2. ACCESS AND USE OF THE AVAILABLE SITE SERVICES

2.1 *Wallet Set-Up and Security.* To use the Site and access the available services, you should first install a web browser (such as Google Chrome). You will also need to create and use a Tezos Wallet, which will enable you to receive and administer Tokens that you claim via the Site. You agree to keep your Tezos Wallet and any login credentials up to date, accurate, current, and complete at all times while using the Site. You are responsible for your Tezos Wallet and any login credentials, for keeping the relevant information confidential, and for all activities that are carried out under them, including all access to and use of the Site.

2.2 *Access.* You can use your Tezos Wallet to access the Site and use the available services. You agree, when accessing and using the Site and the available services, to provide accurate, current, and complete information about yourself and to maintain and promptly update your information as necessary. We are not responsible for any losses or issues arising because of any inaccurate or incorrect information provided by you when accessing and using the Site and the available services.

2.3 *Game.* The Site services include a free interactive software where you engage in negotiating the price of an imaginary watch with an artificial intelligence chatbot watch seller (the **“Game”**). Once you successfully agree on a final price with the artificial intelligence chatbot watch the negotiation process ends, and the agreed-upon price is considered the final outcome of the game (the **“Game Outcome”**).

3. ACQUIRING YOUR TOKENS

3.1 *Conditions for Acquiring Tokens.* You can claim Tokens from us via the Site by completing the Game. Different types of Tokens may be made available via the Site, subject to the applicable conditions specified on the Site and depending on the Game Outcome you reach. We reserve the right to modify the types, numbers and conditions making Tokens available at our discretion at any time. Depending on the type of Tokens you claim, you may receive Tokens of varying levels of scarcity.

- 3.2 *Limitation in Acquiring Tokens.* We reserve the right to impose a limitation on the number of Tokens that can be claimed or held by a Tezos Wallet (“**Wallet Limit**”). We will try to give you reasonable notice of any such Wallet Limit in place. If your Tezos Wallet has reached the Wallet Limit, you will not be able to claim any more Tokens from the Site using your Tezos Wallet.
- 3.3 *Value of a Token.* The value of each Token is inherently subjective. A Token has no inherent or intrinsic value.

When you claim your Token from us and you request immediate access to your Token, you acknowledge that you understand that we do not offer any return or exchange (including where something is faulty).

4. DELIVERY

Delivery of Tokens to your Tezos Wallet following Token transactions that take place via the Site are managed and confirmed via Tezos. You understand that your Tezos public address will be made publicly visible whenever you engage in a Token transaction via the Site. We have no control over the Tezos, nor can we reverse or cancel any transactions carried out via Tezos.

5. TAXES

You are, solely responsible to pay any and all taxes, duties, and assessments levied on you now or later claimed or imposed by any governmental authority associated with your use of the Site, and the claiming, holding, or subsequent sale of a Token, and you will not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these the Site Terms.

6. TOKEN OWNERSHIP, LICENCE, AND RESTRICTIONS

- 6.1 *Ownership of Tokens.* Each Token is created and defined in permanent form on Tezos where it is publicly observable and can be transferred to a third party. Accordingly, upon delivery via Tezos, you own the Acquired Token. This means that you have the right to swap your Acquired Token, sell it, or give it away.

- 6.2 *User Licence to Creative Content.* Subject to your continued compliance with these the Site Terms, we as the owner of the intellectual property rights in the Creative Content grant you a worldwide, non-exclusive, transferable, royalty-free licence to use, copy, and display the Creative Content for your Acquired Tokens, solely for the following purposes:

- (a) for your own personal, non-commercial use;
- (b) on any marketplace that permits you to transact with your Acquired Tokens, provided that the marketplace cryptographically verifies each Token owner’s rights to display the Creative Content for their Acquired Token to ensure that only the actual owner of the Token can display the Creative Content; and
- (c) in any way specifically set out in any terms associated with the particular Token claim as indicated in the Token description and/or metadata.

It is important that you understand that we are granting you a limited non-exclusive licence to display the Creative Content on the terms set out herein and is not granting you any other rights nor transferring any aspect of ownership of any Creative Content. All of our rights not expressly set out herein are fully reserved. Without limitation, you acknowledge that we may reuse or repurpose the Creative Content or any aspect thereof at its sole discretion.

6.3 *Restrictions on Licence to Creative Content.* You agree that you may not, nor permit any third party to do or attempt to do any of the following without our express prior written consent in each case:

- (a) modify or adapt the Creative Content in any way;
- (b) incorporate the Creative Content or any element thereof into any other work;
- (c) use the Creative Content (i) for any commercial purposes, including without limitation merchandising, (ii) to advertise, market, or sell any third-party product or service, (iii) to create a false or misleading association between us, , and you or any third party, (iv) in any way which disparages or is detrimental to us, or our officers, employees and/or shareholders;
- (d) use the Creative Content for your Acquired Token in connection with any material that depicts or encourages hatred, intolerance, violence, cruelty, harassment, 'trolling', discrimination in any form, is defamatory, or otherwise could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- (e) use the Creative Content for your Acquired Token in movies, videos, photographs or any other forms of media, except to the limited extent that such use is expressly permitted in these Site Terms solely for your own personal, non-commercial use;
- (f) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Creative Content for your Acquired Token; or
- (g) otherwise infringe our IP.

6.4 *Other Terms of Licence.* The licence granted in this Section 6 applies only to the extent that you continue to own the Acquired Token. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your Acquired Token for any reason, the licence granted in this Section 6 will immediately expire with respect to that Token without the requirement of notice, and you will have no further rights in or to the Creative Content for that Token. The restrictions in this Section 6 will survive the expiration or termination of these the Site Terms.

6.5 *Utilities and redeemable rights.* Subject to applicable conditions, certain Tokens may include a benefit in the form of a right to receive services or a physical item to which the Token relates. In such instances, once the right has been redeemed, the Token may remain in circulation, but the redemption right will be irrevocably terminated. Similarly, certain Tokens may include a 'utility' right, for example a right to participate in exclusive competitions. Any such utility right is made available at the discretion of the offeror and may be withdrawn at any time. All rights and benefits to which this Section 6.5 refers are subject to any terms, conditions, or other rules made available to you at the point of sale and/or published by the offeror from time to time on their website.

7. SITE OWNERSHIP AND USER AUTHORITIES

7.1 *Ownership of the Site and the Site Materials.* You acknowledge and agree that we own all IP and other legal right, title, and interest in and to all elements of the Site Materials. You acknowledge that the Site Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All the Site Materials are the copyrighted property of us and all trademarks, service marks, and trade names associated with the Site or otherwise contained in the Site Materials are proprietary to us.

7.2 *No User Licence or Ownership of the Site Materials.* Except as expressly out in this Section 7, your use of the Site does not grant you ownership of or any rights with respect to any content, code, data, or other components of the Site Materials. We reserve all rights in and to the Site Materials that are not expressly granted to you in these Site Terms.

7.3 *How you may use the Site Materials.* The following conditions apply to the use of the Site Materials:

- (a) You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to content posted on the Site.
- (b) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- (c) Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.
- (a) If you print off, copy, or download any part of the Site in breach of these terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- (b) You will not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

1.2 *Limited Licence.* Subject to your compliance with these terms, we grant you a revocable, non-exclusive, non-sublicensable and non-transferable license to use the Site within the scope and purposes of the Site. You shall not access, use, or disclose our original source code, technique, algorithms, and procedures of or contained in or relating to the Site.

2. LINKING TO THE SITE

2.1 *Linking to the Site.* You may establish links to the Site home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, and that the website in which you are linking complies in all respects with the provisions of this Clause 8. We reserve the right to withdraw linking permission without notice.

2.2 *Restrictions on Linking.* You must not frame the Site on any other website, and you must not establish a link:

- (a) To any part of the Site other than the home page.
- (b) In such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- (c) To the Site in any website that is not owned by you.

3. USER CONDUCT AND PROHIBITED ACTIVITIES

3.1 *User Conduct.* You agree that you are responsible for your own conduct while accessing or using the Site, and for any consequences. You agree to use the Site only for purposes that are legal, proper and in accordance with these the Site Terms and any applicable laws or regulations.

3.2 *Prohibited Activities.* You promise that your use of the Site will not and will not allow any third party to in any manner involve:

- (a) the sending, uploading, distributing, or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- (b) the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- (c) the uploading, posting, transmitting, or otherwise making available through the Site of any content that infringes the intellectual proprietary rights of any party;
- (d) using the Site to breach the legal rights (such as rights of privacy and publicity) of others;
- (e) engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
- (f) interfering with other users' enjoyment of the Site;
- (g) exploiting the Site for any unauthorized commercial purpose;
- (h) modifying, adapting, translating, or reverse engineering any portion of the Site;
- (i) removing any copyright, trademark, or other proprietary rights notices contained in or via the Site or any part of it;
- (j) reformatting or framing any portion of the Site;
- (k) displaying any content via the Site that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;
- (l) using any spider, site search/retrieval application, or other device to retrieve or index any portion of the Site or the content posted via the Site, or to collect information about its users for any unauthorized purpose;
- (m) accessing or using the Site for the purpose of creating a product or service that is competitive with any of our products or services;
- (n) abusing, harassing, or threatening another user of the Site or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favouritism by our employees or otherwise);
- (o) using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the Site or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers;
- (p) the access to and use of the Site by automated means or under false or fraudulent pretences;
- (q) the impersonation of another person (via the use of an email address or otherwise);

- (r) using, employing, operating, or creating a computer program to simulate the human behaviour of a user or prospective user (commonly known as “bots”);
- (s) acquiring Tokens through inappropriate or illegal means (including, among other things, using a stolen credit card, or a payment mechanism that you do not have the right to use, or purchasing a Token and then attempting to charge the cost back to your payment method while still maintaining ownership or control of the Tokens or selling, gifting, or trading the Token to someone else);
- (t) the purchasing, selling, or facilitating the purchase and sale of any access rights or interests to other persons for cash or cryptocurrency consideration; or
- (u) or result in the wrongful seizure or receipt of any Tokens or other digital assets;

(each of the above a “**Prohibited Activity**”).

3.3 *Effect of Your Breaches.* If you engage in any of the Prohibited Activities, we may, upon giving prior notice, but only where it is reasonable that we do so, and without limiting any of our other legal rights or remedies immediately suspend or terminate your access or continued access to the Site and take such other actions as we reasonably deem justified to protect us, the Site, or any of the other Site users from the consequences of your breach or breaches, including reporting the Prohibited Activity to the competent national authorities.

4. **TERMINATION OF ACCESS TO SITE AND SERVICES**

4.1 *Termination of Access.* You may discontinue your access to and use of the Site and the available services at any time. We may terminate your access to the Site and the available services at any time. Any provisions in these Site Terms which, by their nature, would be intended to survive discontinuation, suspension, or termination of your access to the Site or use of available services shall survive such discontinuation, suspension, or termination. For the avoidance of doubt, discontinuation, suspension, or termination of your access or continued access to the Site or services does not affect your ownership rights in any Acquired Tokens.

4.2 *Other Remedies Available.* If we terminate these the Site Terms or suspend or terminate your access to or use of the Site due to your breach of these the Site Terms or any suspected fraudulent, abusive, or illegal activity (including if you engage in any of the Prohibited Activities), then termination of these the Site Terms will be in addition to any other legal remedies we may have.

4.3 *Referral to Competent Authorities.* We have the right, without provision of prior notice, to take appropriate legal action, including, without limitation, referral to competent prosecution, enforcement, or regulatory authorities, or notifying the harmed party of any illegal or unauthorized use of the Site. Without limiting the foregoing, we have the right to cooperate fully with any competent prosecution, enforcement, or regulatory authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Site.

4.4 *Information.* Upon any termination or suspension of your access to or use of the Site or the available services, whether by you or us, you may no longer have access to information that you have posted via the Site or that is related to your access, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

5. DISCLAIMERS

- 5.1 *Limited promises.* You understand and agree that we not make any promises or statements to you that:
- (a) your access to or use of the Site will meet your requirements;
 - (b) your access to or use of the Site will be uninterrupted, timely, secure or free from error;
 - (c) usage data provided through the Site will be accurate;
 - (d) the Site or any content, services, or features made available on or through the Site are free of viruses or other harmful components; or
 - (e) that any data that you disclose when you use the Site will be secure. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you.
- 5.2 *Information risk.* You accept that the content on the Site is provided as general information only and is not special to you or the way or purpose for which you wish to use the Site and the available services. None of the information provided is intended to be technical, professional, or any other form of advice that considers your needs and circumstances and therefore, none of the information should be relied on as such. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on the Site.
- 5.3 *Internet risk.* You accept the inherent security risks of providing information and dealing online over the internet.
- 5.4 *Wallet risk.* We will not be responsible or liable to you for any losses you incur as the result of your use of Tezos or your Tezos Wallet, including but not limited to any losses, damages or claims arising from:
- (a) user error, such as forgotten passwords or incorrectly construed smart contracts or other transactions;
 - (b) server failure or data loss;
 - (c) corrupted Tezos Wallet files; or
 - (d) unauthorized access or activities by third parties, including, but not limited to, the use of viruses, phishing, brute-forcing or other means of attack against the Site, Tezos, or any Tezos Wallet.
- 5.5 *Token smart contract risk.* Tokens are intangible digital assets that exist only by virtue of the ownership record maintained in Token smart contracts deployed on Tezos. We make no guarantees or promises with respect to the operation of the Token smart contracts.
- 5.6 *Blockchain risks.* We are not responsible for losses due to failures of the Tezos Network or the Tezos Technologies, or any Tezos Wallet, or any other operational aspects of Tezos, including but not limited to late or no disclosure by developers or representatives (or no reporting at all) of any issues with Tezos.
- 5.7 *Token Transaction risk.* We will not be responsible or liable to you for any losses you may incur by transacting, transferring, or facilitating transactions relating to Tokens outside the Site. Any transfer, purchase, or sale of a Token you make, accept, or facilitate outside the Site will be

entirely at your own risk. We do not assume any responsibility for transactions relating to Tokens other than transactions made between us and you via the Site, subject to these the Site Terms.

- 5.8 *Value and Volatility.* The prices of collectible digital assets created using blockchain technology and networks are extremely volatile and subjective, and such digital assets have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Tokens, which may also be subject to significant price volatility. Each Token has no inherent or intrinsic value. We cannot guarantee that any Tokens claimed will retain their original value, as the value of collectibles is inherently subjective and factors occurring outside of the blockchain ecosystem may materially impact the value and desirability of any particular Token.
- 5.9 *Tax Calculations.* You are solely responsible for determining what, if any, income, capital gains, inheritance, or other taxes that may be charged by a competent tax authority in relation to your Token-related transactions.
- 5.10 *Use of Blockchain.* the Site does not store, send, or receive Tokens. This is because the Tokens offered and sold to you via the Site exist only by virtue of the ownership created, recorded, and maintained through the Tezos Network. Any transfer of Tokens occurs within the Tezos Network, and not via the Site.
- 5.11 *Regulatory Uncertainty.* The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the blockchain ecosystem, and therefore the potential utility or value of your Tokens. We are not responsible for the impact that any future regulations or laws may have on the ownership, transfer, or display of Tokens or other blockchain assets.
- 5.12 *Software risks.* Upgrades to the Tezos Technologies or a change in how transactions are confirmed through Tezos may have unintended, adverse effects on all Tokens created through Tezos.

6. LIMITATION OF LIABILITY

- 6.1 You have certain legal rights under the law. Nothing in these the Site Terms is intended to affect these legal rights and we do not exclude our liability where we are not permitted to do so under the law. For more information about your legal rights, contact your local consumer protection organisation.
- 6.2 To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to the Site or any content on it, whether express or implied. We exclude our liability for all action we may take in response to breaches of these Site Terms.
- 6.3 We are responsible for losses you suffer caused by us breaking these the Site Terms unless the loss is: (i) unexpected, so it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable) (ii) caused by a Force Majeure Event; (iii) avoidable, and something you could have avoided by taking reasonable action; or (iv) a business loss that relates to your use of the Site for the purposes of your trade, business, craft or profession.
- 6.4 We shall not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) Use of, or inability to use, the Site or the services; or

(b) use of or reliance on any content displayed on the Site.

6.5 We shall not be liable for indirect loss or damage including:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill, or reputation; or
- (e) any indirect or consequential loss or damage.

6.6 We shall not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

7. EXTERNAL SITES

The Site may include hyperlinks to other websites or resources (collectively, the “**External Sites**”), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products, or other materials on or made available from or through any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred because of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

8. FORCE MAJEURE

8.1 *Force Majeure Events.* We will not be liable or responsible to the you, nor be deemed to have defaulted under or breached these the Site Terms, for any failure or delay in fulfilling or performing any of these the Site Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”):

- (a) acts of God;
- (b) flood, fire, earthquake, epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19), tsunami, explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) government order, law, or action;
- (e) embargoes or blockades in effect on or after the date of this agreement;
- (f) strikes, labour stoppages or slowdowns or other industrial disturbances;
- (g) shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity; and

(h) other similar events beyond our control.

8.2 *Performance During Force Majeure Events.* If we suffer a Force Majeure Event, we will use reasonable efforts to promptly notify you of the Force Majeure Event, stating the period the occurrence is expected to continue. We will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. We will resume the performance of our obligations as soon as reasonably practicable after the removal of the cause. If our failure or delay remains uncured for a period of forty-five (45) consecutive days following written notice given by us under this Section 14, we may terminate these the Site Terms upon fifteen (15) days' written notice.

9. CHANGES TO THE SITE AND THE SITE TERMS

9.1 *Changes to the Site.* We are constantly innovating the Site to help provide the best possible experience. You acknowledge and agree that the form and nature of the Site, the Site Materials, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the Site at any time without notice. Please note that we are under no obligation to update any content on the Site which may be out of date at any given time.

9.2 *Changes to the Site Terms.* We have the right to change these the Site Terms at any time for the following reasons: (i) to improve the Site Terms, to make the Site Terms clearer or easier to understand, or to have all our users on the same the Site Terms; (ii) to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment; (iii) to provide you with additional information about the Site, (iv) where we make changes to the Site or any available service, including where we change the way we structure the Site or the available services or expand the scope adding additional features, functionality or content; (v) where we reorganise the way we run our business, including merging with another brand or service; or (vi) for security reasons, including where we introduce additional security checks or software to protect the Site, the Site Materials, or a Token. We provide the Site on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these the Site Terms for reasons other than those set out above.

9.3 *Review.* Every time you wish to use the Site, please check the Site Terms to ensure you understand the terms that apply at that time. If you do not refuse to accept any such changes before, they take place, we will take that as your acceptance of the changes.

10. LAW AND JURISDICTION

You and we agree that English law applies to these the Site Terms. If you live in an EU Member State, you also have the benefit of any protection afforded to you by the mandatory provisions of the law of your country of residence. You can bring legal proceedings under these the Site Terms in the English courts or the courts of the EU Member State in which you live.

11. GENERAL

11.1 The agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree that we can transfer our rights and obligations under these the Site Terms to any other companies in the same group as us, or to any other company or firm or person provided that your rights under this agreement will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these the Site Terms to anyone else.

11.2 If any paragraph or section, or if any part of a paragraph or section, of these the Site Terms is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or

section, or any part of that paragraph or section, shall be treated as removed. The validity and enforceability of the remaining parts of these the Site Terms shall continue and will not be affected.

- 11.3 To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.