

**TERMS OF SERVICE  
OF THE COOKIE DAO WEBSITE  
version of 12 December 2024**

**1. GENERAL PROVISIONS**

- 1.1. These Terms of Service of the Cookie DAO Website (the "**Terms**") constitute a legally binding agreement between you (the "**User**", "**you**", "**your**", etc.) and Cookie DAO foundation registered in the Cayman Islands ("**COOKIE DAO**", "**we**", "**our**", "**us**", etc.).
- 1.2. The Terms apply to your use of the Website and Services made available to you through the Website. The Terms set out in particular:
  - 1.2.1.the types and scope of electronically supplied services;
  - 1.2.2.the conditions for the supply of services by electronic means of communication, including:
    - 1.2.2.1.technical requirements necessary for cooperation with the ICT System used by COOKIE DAO;
    - 1.2.2.2.a prohibition on providing illegal content by the User;
    - 1.2.2.3.the conditions for making and terminating contracts on electronically supplied services;
  - 1.2.3.a complaint procedure.
- 1.3. The following annexes are an integral part of these Terms:
  - 1.3.1.**Annex no. 1** – LIST OF RESTRICTED COUNTRIES;
  - 1.3.2.**Annex no. 2** – RISK NOTICE.
- 1.4. The currently applicable and binding Terms are available on the Website at [https://assets.cookie.community/assets/cookie\\_dao\\_tos.pdf](https://assets.cookie.community/assets/cookie_dao_tos.pdf) in a form that enables their recording, storage, and reproduction by the User. The content of the Terms may be recorded and reproduced by the User using any technique on any media for purposes related to the use of the Website and the Services.
- 1.5. The Services may be provided by COOKIE DAO or, where specified in these Terms or any additional terms, by any other entity from the COOKIE DAO Group.
- 1.6. Before accessing the Website or using any of the Services, you must carefully read and understand the Terms and the Privacy Policy. By accessing the Website or using any of the Services, you acknowledge that you have carefully read, understood, and agreed to be bound by the Terms and the Privacy Policy.
- 1.7. **Nothing in these Terms shall be construed as COOKIE DAO providing any services consisting of providing a Wallet, such as custodial Crypto-Asset wallet. COOKIE DAO does not safekeep or control any Crypto-Assets on behalf of the Users, in particular COOKIE DAO has no access to the Crypto-Assets of the User, no means of transferring them (including freezing or burning them) and no control over outgoing or incoming Crypto-Assets to or from the User's Wallet.**

- 1.8. Nothing in these Terms shall be construed as COOKIE DAO having possession, custody, or authority over any Crypto-Assets of any User. The User maintains full control over its Crypto-Assets throughout the entire process of using the Services. COOKIE DAO is not a party to any transaction on the blockchain network made to the User's Wallet connected to the Website, in particular as regards blockchain operation as a result of which Crypto-Assets will be transferred from Third-Parties to the User's Wallet connected to the Website.**
- 1.9. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE WEBSITE OR THE SERVICES.**

## **2. CONTACT**

- 2.1. You may contact COOKIE DAO as regards the matters related to the Website or the Services using email: [community@cookie.community](mailto:community@cookie.community).
- 2.2. We may communicate with you through the same contact channels as set forth in Section 2.1. CONTACT above. If you use these communication channels, you agree that COOKIE DAO may communicate with you through these channels in response.
- 2.3. We may also communicate with you by posting information on the Website or by sending an email to the email address provided by you when using the Website or the Services (if applicable).

## **3. TECHNICAL REQUIREMENTS FOR THE USE OF THE WEBSITE AND SERVICES**

- 3.1. The technical requirements for the use of the Website and Services are as follows:
- 3.1.1. an Internet-connected device with the latest operating system, Internet access and a current standard web browser (e.g. Chrome, Safari, Mozilla Firefox, Opera or Microsoft Edge);
  - 3.1.2. cookies and JavaScript enabled in the web browser;
  - 3.1.3. screen resolution when displaying the Website is at least 1280x720 pixels.
- 3.2. The technical requirements for the use of the Services other than Content Access Service are as follows:
- 3.2.1. having an active Wallet (e.g. an external off-Website Wallet provided by a Third-Party etc.) with which the User has staked \$COOKIE token(s).

## **4. LEGAL REQUIREMENTS FOR THE USE OF THE WEBSITE AND SERVICES**

- 4.1. The legal requirements for the use of the Website and the Services are as follows:
- 4.1.1. you must be at least 18 years old or of the legal age in accordance with the Applicable Law at the time of accessing the Website;

- 4.1.2. you must have the full legal capacity to conclude agreements under the Applicable Law;
- 4.1.3. comply with additional requirements as regards specific Services set out in these Terms (if applicable).
- 4.2. If you do not meet with any of the requirements set out in Section 4.1, you are obligated to refrain from accessing and using the Website or Services.

## **5. COMPLIANCE WITH THE APPLICABLE LAW**

- 5.1. The User must comply with the Applicable Law, including the local laws regarding the lawful use of the Services in the User's jurisdiction.
- 5.2. The User declares that the User:
  - 5.2.1. does not carry out any illegal activity, including money laundering, financing of terrorism or any other activity in violation of any state or international sanctions as defined by the Applicable Law;
  - 5.2.2. is not present on any international or national sanction lists;
  - 5.2.3. is not located in a Restricted Country, is not a citizen of a Restricted Country nor is a resident of a Restricted Country. The list of Restricted Countries is set out in Annex no. 1 to these Terms.

## **6. NO SERVICES FOR USERS FROM RESTRICTED COUNTRIES**

- 6.1. **The User declares that the User is not located in a Restricted Country, is not a citizen of a Restricted Country nor is a resident of a Restricted Country during the whole duration of use of the Services provided by COOKIE DAO.**
- 6.2. **COOKIE DAO does not provide any Services to Users who are located in a Restricted Country, are citizens of a Restricted Country or are residents of a Restricted Country or who fail to comply with Section 5. COMPLIANCE WITH THE APPLICABLE LAW in any other way. COOKIE DAO reserves the right to immediately cease provision of the Services and/or terminate the Agreement with a User with immediate effect when it becomes aware of circumstances described in the preceding sentence.**

## **7. NO ADVICE**

- 7.1. COOKIE DAO is not your legal advisor, tax advisor, Crypto-Assets advisor, financial advisor, or any other advisor of any kind. The Content, the Website, these Terms, or any other legal document issued by COOKIE DAO in connection with the Website and the Services are not intended to be or contain any sort of advice and should not be construed as such. In particular we do not provide any investment, financial, Crypto-Asset, legal, or tax advice to anyone in the Content, the Website, these Terms or any other legal document issued by COOKIE DAO in connection with the Website and the Services.
- 7.2. **You should consult your independent financial, Crypto-Asset, legal, or tax professionals before using the Website and the Services to assess if your use of the Website and the Services would comply**

**with the regulatory requirements of the Applicable Law and/or what regulatory requirements would you need to comply with to use the Website and the Services in compliance with the Applicable Law. All decisions made by the User when using the Website or the Services are based solely on the User's own assessment of the User's factual and legal situation and objectives and are User's sole responsibility.**

## **8. GENERAL RULES OF USE OF THE SERVICES**

- 8.1. The Website and/or the Services are provided in English.
- 8.2. The User is authorized to use the Website and/or the Services exclusively for personal use.
- 8.3. The User is obligated to use the Website and/or the Services in accordance with these Terms, the Applicable Law, and good market practices, respecting personal rights and intellectual property rights, in particular our rights or rights of any Third-Parties. In particular, the User undertakes:
  - 8.3.1. not to transmit or upload any Prohibited Content;
  - 8.3.2. not interfere with or disrupt the operation of the Services or ICT Systems;
  - 8.3.3. not impersonate any person or entity, misrepresent information, or otherwise misrepresent User's affiliation with a person or entity;
  - 8.3.4. not collect or gather email addresses or other contact details of other Users by email or otherwise for the purpose of sending unsolicited emails or other unsolicited communications;
  - 8.3.5. not advertise or offer to sell or purchase any goods or services for any purpose not expressly permitted by COOKIE DAO;
  - 8.3.6. not support, assist, or promote any criminal activity or enterprise;
  - 8.3.7. not access or use the Services to create products or services that compete with the Services;
  - 8.3.8. not modify, reproduce, duplicate, copy, download, store, further transmit, distribute, transfer, disassemble, broadcast, publish, remove, or alter any copyright statement or label, or license, sublicense, sell, mirror, design, rent, lease, trademark, grant a security interest in or to any portion of the property, or create derivative works or otherwise exploit any portion of the property with respect to the COOKIE DAO Content, the Website, or the Services - without the prior written consent of COOKIE DAO;
  - 8.3.9. not use deep linking, indexing robots, bots, spiders, or other automated devices, programs, scripts, algorithms or methods, or any similar or equivalent manual process to access, obtain, copy or monitor any element of COOKIE DAO's intellectual property, or replicate or circumvent the navigational structure or presentation of the COOKIE DAO Content, the Website, or the Services in any way, to obtain or attempt to obtain any materials, documents, or information by any means not intentionally made available through the Services or the Website in accordance with these Terms.

## 9. SERVICES

- 9.1. COOKIE DAO provides the following Services in connection with the Website under the Agreement:
  - 9.1.1.the **Content Access Service** - a service provided to the User under these Terms, described in particular in Section 11. CONTENT ACCESS SERVICE;
  - 9.1.2.the **Wallet Connection Service** - a service provided to the User under these Terms, described in particular in Section 12. WALLET CONNECTION SERVICE;
  - 9.1.3.the **Account Service** - a service provided to the User under these Terms, described in particular in Section 13. ACCOUNT SERVICE;
  - 9.1.4.the **Airdrop Whitelist Service** - a service provided to the User under these Terms, described in particular in Section 14. AIRDROP WHITELIST SERVICE;
  - 9.1.5.the **Quests Service** - a service provided to the User under these Terms, described in particular in Section 15. QUESTS SERVICE.
- 9.2. The User acknowledges and understands that use of the Services may involve cybersecurity risks set out in Annex no. 3 – RISK NOTICE.

## 10. CONCLUSION OF THE AGREEMENT

- 10.1.The Agreement between User and COOKIE DAO on the use of the Website and the Services is concluded as regards:
  - 10.1.1.the **Content Access Service** - when the User accesses the Website;
  - 10.1.2.the **Wallet Connection Service** - when the User clicks on the "Connect Wallet" button (or button with equivalent information) and connects the User's Wallet to the Website;
  - 10.1.3.the **Account Service** - when the User starts using the Wallet Connection Service for the first time;
  - 10.1.4.the **Airdrop Whitelist Service** - when the User starts using the Wallet Connection Service for the first time;
  - 10.1.5.the **Quests Service** - when the User starts using the Wallet Connection Service for the first time.

## 11. CONTENT ACCESS SERVICE

- 11.1.The Content Access Service consists of enabling the User to access the Content.
- 11.2.To use the Content Access Service, the User must visit the Website using the User's web browser.
- 11.3.**THE CONTENT OR OTHER INFORMATION PUBLISHED ON THE WEBSITE IS PROVIDED FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER, ADVICE OR RECOMMENDATION TO BUY OR SELL ANY ASSETS, CRYPTO-ASSETS, OR TO ENGAGE IN ANY TRANSACTION, NOR DOES IT CONSTITUTE ADVICE OF ANY OTHER NATURE, SUCH AS TAX OR LEGAL ADVICE. ALL DECISIONS**

**MADE BY THE USER ARE BASED SOLELY ON THE USER'S OWN ASSESSMENT OF THE USER'S FINANCIAL SITUATION AND OBJECTIVES. THE USER'S DECISIONS ARE USER'S SOLE RESPONSIBILITY.**

11.4.The use of the Content Access Service is free of charge.

## **12. WALLET CONNECTION SERVICE**

12.1.The Wallet Connection Service enables the User to connect Wallet to the Website.

12.2.To use the Wallet Connection Service, the User must:

12.2.1.declare that the User has read these Terms and the Privacy Policy and accepts them by way of clicking on the appropriate checkbox;

12.2.2.declare that the User has is not a resident or a citizen of Restricted Countries listed in the Terms, including but not limited to the United States of America, by way of clicking on the appropriate checkbox;

12.2.3.click on the "Connect Wallet" (or button with equivalent information) on the Website's interface;

12.2.4.select a Third-Party provider of a Wallet used by the User (for example by clicking on the "Rainbow", "Coinbase Wallet", MetaMask" or "WalletConnect" button) depending on which Wallet is used by the User;

12.2.5.proceed with the Third-Party provider's form in order to connect the Wallet (for instance, the User may be obligated to provide the Wallet address, to sign a message to verify ownership of the Wallet, as well as may be obligated to undergo the customer due diligence checks of such Third-Party).

12.3.Each User may connect several Wallets to the Website using the Connect Wallet Service.

**12.4.The User acknowledges and understands that the Wallet is an external tool provided by a Third-Party that allows the User to use certain Services provided by COOKIE DAO. COOKIE DAO does not exercise any control over the operation of the Wallet(s) and cannot be deemed to be a provider of such solutions.**

12.5.The use of the Wallet Connection Service is free of charge.

## **13. ACCOUNT SERVICE**

13.1.The Account Service consists of maintaining an electronic set of data that allows the Users to use the Airdrop Whitelist Service and Quests Service.

13.2.By using the Account Service, the User creates the User's Account.

13.3.To use the Account Service and create an Account, the User must connect the User's Wallet to the Website using the Wallet Connection Service.

13.4.A separate Account is created for each public address of the Wallet connected by the User to the Website.

13.5.One Account may be connected only to one Wallet and one Wallet may be connected only to one Account.

13.6.The use of the Account Service is free of charge.

#### **14. AIRDROP WHITELIST SERVICE**

- 14.1. The Airdrop Whitelist Service consists of allowing the User to collect Cookie Points and be assigned to a Farming Tier in order to allow Third-Parties to admit User's participation in an Airdrop.
- 14.2. The detailed rules on Cookie Points and Farming Tiers are set out in Annex no. 2 to these Terms.
- 14.3. To qualify for an Airdrop, a User may be required to:
  - 14.3.1. have a certain Farming Tier assigned to the User's Account;
  - 14.3.2. complete certain tasks while using the Quests Service.
- 14.4. The User who qualifies for an Airdrop will be able to participate in an Airdrop using the direct link accessible from the Website's interface once the Airdrop starts.
- 14.5. Airdrops and criteria of qualification for participation in an Airdrop are organized, determined and controlled solely by Third-Party(ies). Third-Party(ies) who organize Airdrops are solely liable for any and all decisions and activities concerning Airdrops, including transfer of Crypto-Assets to the User's Wallet as a result of an Airdrop.**
- 14.6. WEB3 MARKETING does not organize Airdrops, does not determine the criteria of qualification for participation in Airdrops, does not control Airdrops and does not transfer any Crypto-Assets to the User's Wallet as a result of an Airdrop. The Agreement between the User and COOKIE DAO does not obligate COOKIE DAO to transfer any Crypto-Assets, means of payment or other assets or rights to the User in connection with User's participation in an Airdrop, use of the Website or use of the Services.**
- 14.7. COOKIE DAO does not make any representations, warranties, promises or guarantees whatsoever of any kind as regards the results of any Airdrop, in particular COOKIE DAO does not guarantee that User will receive or will be entitled to receive any Crypto-Assets or other assets, funds or rights due from any entity under any title due to the User's participation in an Airdrop.**
- 14.8. The use of the Airdrop Whitelist Service requires an active Account.
- 14.9. The use of the Airdrop Whitelist Service is free of charge.

#### **15. QUESTS SERVICE**

- 15.1. The Quests Service consists of online monitoring of User's activities related to the Quests.
- 15.2. To use the Quests Service, the User must connect the User's Wallet to the Website using the Wallet Connection Service.
- 15.3. The Quests may concern either brand, products or services of COOKIE DAO or brand(s), products or services of Third-Party(ies). **For the avoidance of doubt, the User does not enter into any legal agreement with any Third-Party when completing the Quests.**

- 15.4.The description of Quests, description of benefits for completion of Quests and conditions for their award, as well as the Quests Service interface, are available on the Website.
- 15.5.The online monitoring of Users' activities related to the Quests may include monitoring of User's activities using Third-Party Services, such as social media Websites or online communicators, and is necessary for the performance of the Quests Service.
- 15.6.The use of the Quests Service requires an active Account.
- 15.7.The use of the Quests Service is free of charge.

## **16. THIRD-PARTY SERVICES**

- 16.1.The Website may contain hyperlinks to external services or websites of Third-Parties. These Terms do not apply to such Third-Party Services or websites unless expressly stated otherwise. If the User uses them, the User does so at the User's own risk and subject to the relevant terms of services and privacy policy of such Third-Parties. COOKIE DAO recommends that each User reads the terms of service and privacy policies of such Third-Parties for further information before accessing or using Third-Party Services or websites. COOKIE DAO is not responsible for any Third-Party Services accessed via a hyperlink from the Website, including for their accuracy and/or completeness.

## **17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1.COOKIE DAO grants to the User a non-exclusive, non-transferable, royalty-free, copyright license, without the right to sub-license, to use the Website in accordance with these Terms.
- 17.2.The Content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), and other intellectual property. COOKIE DAO does not assign any copyrights or provide any licenses to use the Content outside of the license set out in this Section 17. INTELLECTUAL PROPERTY RIGHTS. Any use of the Content outside of the scope of the license, may constitute a breach of COOKIE DAO's intellectual property rights.
- 17.3.The User recognizes and accepts that the Website may include content or characteristics that are safeguarded by copyright, patent, trademark, trade secret, or other exclusive rights and laws. The User may not modify, copy, frame, scrape, rent, lease, loan, publish, sell, distribute, remove any proprietary notices or labels, or develop derivative works based on the Website, the Services, in whole or in part, except as explicitly authorized by COOKIE DAO.
- 17.4.When using the Website, the Services, or any of their components or features made available to the User, the User may not engage in or utilize any data mining, robots, scraping, or similar data gathering or extraction methods. Any utilization of the Website or the Services other than as specifically authorized herein is entirely prohibited. The technology and software underlying the Website or disseminated in connection with it are



the property of COOKIE DAO, its affiliates, and its partners. The User agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in connection with the Website or Services.

- 17.5.COOKIE DAO retains all right, title and interest in all of the COOKIE DAO's intellectual property, including, without limitation, ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## **18. TAXES**

- 18.1.The User is solely responsible for:

18.1.1.to determine whether and to what extent any taxes apply to transactions, including transfer(s) of Crypto-Assets, made by and between the User and any Third-Party(ies) in connection with the Services and to determine the rules for withholding, collecting, reporting and remitting the correct amounts of taxes to the relevant tax authorities;

18.1.2.declaring all receipts and debits of any of the User's assets, including fiat currencies or Crypto-Assets, for the purposes of national tax returns and any related returns.

- 18.2.Subject to the mandatory provisions of the Applicable Law, the User releases COOKIE DAO from any and all liability in the event of the User's failure to comply with the provisions set out in Section 18.1.

- 18.3.COOKIE DAO is not responsible for the User's failure to comply with the provisions set out in Section 18.1.

## **19. TERMINATION OF THE AGREEMENT**

- 19.1.The User may terminate the Agreement at any time, with or without cause, and with an immediate effect by contacting COOKIE DAO by email: [community@cookie.community](mailto:community@cookie.community).

- 19.2.If the User is a Consumer, the User has the right to withdraw from the Agreement within 14 days following the Agreement's conclusion.

- 19.3.COOKIE DAO may terminate the Agreement with immediate effect if any of these valid reasons arise:

- 19.3.1.the User is in breach of these Terms, in particular the rules of conduct set out in Section 8. GENERAL RULES OF USE OF THE SERVICES;
- 19.3.2.the User grossly violates Applicable Law or the rights of COOKIE DAO or Third-Parties in connection with the User's use of the Services, in particular intellectual property rights;
- 19.3.3.the User carries out activities detrimental to COOKIE DAO or Third-Parties, in particular activities that violate or threaten the security of ICT Systems;
- 19.3.4.the User uses the Website or the Services in a manner contrary to their purpose or scope as set out in these Terms;
- 19.3.5.the User attempts to gain unauthorised access to the Website;
- 19.3.6.the User overcomes software security features that restrict or protect the use of Content;
- 19.3.7.it is required under the Applicable Law or requested by a lawful and binding order issued by law enforcement authorities, court of law, or other public authorities (if applicable under the Applicable Law).

## **20. AMENDMENTS TO THE TERMS**

- 20.1.COOKIE DAO reserves the right to amend these Terms for important reasons, i.e.:
  - 20.1.1.in the event of a change in legislation, the need to adapt these Terms to the Applicable Law directly affecting these Terms and resulting in the need to modify them to comply with the Applicable Law;
  - 20.1.2.the need to adapt these Terms to recommendations, orders, rulings, provisions, interpretations, guidelines, or decisions of authorised public authorities;
  - 20.1.3.extending or changing the functionality of the Website, including the introduction of new services provided electronically or changing the existing functionality of the Website;
  - 20.1.4.changing the technical conditions for the provision of the Services;
  - 20.1.5.the need to rectify any ambiguities, errors, or clerical mistakes that may have occurred in these Terms;
  - 20.1.6.changing the contact details, names, identification numbers, electronic addresses, or links provided in these Terms;
  - 20.1.7.to prevent abuse or for security reasons, including to enable the Services to be used in a legally compliant manner;
  - 20.1.8.improving the quality of customer service.
- 20.2.If the User is a Consumer, COOKIE DAO will inform the User of the planned change to these Terms by publication on the Website and/or by notification in the Website's interface. In such case, COOKIE DAO will provide the User who is a Consumer with:
  - 20.2.1.the content of the planned change to these Terms;
  - 20.2.2.the effective date of the change no less than 7 days prior to such change;

- 20.2.3.the consolidated text of the amended Terms.
- 20.3.If the User does not agree to the proposed changes of these Terms, the User is entitled to terminate the Agreement, effective on the day immediately preceding the date of the proposed amendment. In such case the User must contact COOKIE DAO by email to: [community@cookie.community](mailto:community@cookie.community) and cease from using the Website or the Services.
- 20.4.Subject to the mandatory provisions of the Applicable Law, continued use of the Website or the Services means that the User agrees to be bound by the current version of the Terms.

## **21. LIABILITY**

- 21.1.Subject to the mandatory provisions of the Applicable Law and other provisions of these Terms, our total liability on any basis (i.e. contractual, tort) for damages caused by COOKIE DAO to the User who is not a Consumer in any calendar year of these Terms shall be limited to an amount equal to 100 USD (liability limitation).
- 21.2.Subject to the mandatory provisions of the Applicable Law, COOKIE DAO shall not be liable (liability exclusion):
- 21.2.1.for investment decisions made on the basis of the Content or for the results obtained on the basis of the Content. In particular, COOKIE DAO will not be obliged to compensate the User for any damages, including loss of profits, resulting from decisions or actions taken by the User based on knowledge obtained from the Content provided. It is the User's responsibility to assess the merits and risks of using any information and Content published on the Website or made available through the Services, with COOKIE DAO making reasonable efforts to keep the Content up to date.
  - 21.2.2.for restricting, delaying, or preventing, in whole or in part, the User's access to the Website or the Services as a result of acts, events, omissions or accidents beyond its reasonable control, including, strikes, failure of public utility services or telecommunications network, including the Internet, war, riot, civil commotion, malicious damage;
  - 21.2.3.for restricting, delaying, or preventing, in whole or in part, the User's access to the Website or the Services due to necessary maintenance, upkeep or development work (including updates) in relation to the Website or the Services;
  - 21.2.4.for damage caused by circumstances beyond its direct or indirect control;
  - 21.2.5.for Third-Party Services, including their accuracy and completeness;
  - 21.2.6.for acts or omissions of the User, in particular for damages caused by the illegal use of any of the Services;
  - 21.2.7.for Prohibited Content.
- 21.3.Subject to the mandatory provisions of Applicable Law, the User who is not a Consumer agrees to defend COOKIE DAO, COOKIE DAO' affiliates and

their employees, officers, directors, agents, joint ventures, and representatives ("**COOKIE DAO Entities**") from any and all claims, fees, administrative fines, liabilities, and damages incurred by or asserted against COOKIE DAO Entities as a result of any violation of these Terms or Applicable Law by the User. The User, who is not a Consumer, agrees to indemnify the COOKIE DAO Entities for the expenses referred to in the preceding sentence, including the costs of defending the rights of the COOKIE DAO Entities, in particular the costs of legal assistance, and, if incurred by the COOKIE DAO Entities, to reimburse the COOKIE DAO Entities for such expenses and costs.

## **22. COMPLAINTS**

- 22.1.COOKIE DAO exercises due diligence to ensure that the Website and the Services operate at an appropriate level.
- 22.2.The User has the right to report objections and errors in the functioning of the Website and the Services, as well as submit other complaints regarding the Website and/or the Services by contacting COOKIE DAO:
  - 22.2.1.by email: [community@cookie.community](mailto:community@cookie.community);
  - 22.2.2.by mail to the following address: COOKIE DAO, address: Governors Square, #5-204, 23 Lime Tree Bay Avenue, P.O. Box 477, Grand Cayman, KY1-1108, Cayman Islands with the "COMPLAINT" annotation on the envelope.
- 22.3.The User should state in the complaint:
  - 22.3.1.the contact details required to send a reply to the complaint;
  - 22.3.2.a detailed description of the event giving rise to the complaint;
  - 22.3.3.demands of the User making the complaint.
- 22.4.COOKIE DAO may ask the User to provide additional information to the extent necessary to provide a complete response.
- 22.5.Complaints and notifications will be dealt with immediately, no later than within 14 days, unless a shorter time limit for responding to the complaint arises from the provisions of the Applicable Law
- 22.6.User's failure to provide the information set out in Section 22.3 or incomplete provision of such information may make it difficult or impossible for COOKIE DAO to respond to the complaint.
- 22.7.A complaint may be submitted anonymously if providing the User's personal data is not necessary for processing the complaint.
- 22.8.COOKIE DAO will send the User a response to the complaint to the email address from which the complaint was sent unless the User has indicated that the User wishes to receive a response to a different email address.
- 22.9.Complaints shall be considered on the basis of the provisions of these Terms and the governing law subject to Section 23. GOVERNING LAW.

## **23. GOVERNING LAW**

- 23.1.These Terms will be governed by the law of Cayman Islands subject to Section 23.2 below.

23.2. For the avoidance of doubt, these Terms shall not limit any rights the User may have as a Consumer that cannot be excluded or limited under the Applicable Law. In the event that User as a Consumer has such rights which cannot be excluded or limited, the provisions of the Applicable Law shall apply.

## **24. DISPUTES**

24.1. If any disputes arise in the future concerning these Terms, they will be settled by a court of competent jurisdiction, subject to Sections 24.2 – 24.3 below.

24.2. If a dispute, claim or any matter arises in connection with these Terms, the User may contact COOKIE DAO in accordance with Section 2. CONTACT.

24.3. The User, who is a Consumer, is entitled to make use of out-of-court complaint and redress procedures. For this purpose, the User who is a Consumer may, in particular, seek assistance from consumer organizations and municipal or district consumer ombudsmen. The User can use the *Online Dispute Resolution* (ODR) Website available at: <http://ec.europa.eu/consumers/odr>.

## **25. PRIVACY AND PERSONAL DATA PROTECTION**

25.1. COOKIE DAO processes the User's personal data in accordance with Applicable Law, including the GDPR. Information on processing of the User's personal data and information on cookies can be found in the Privacy Policy.

## **26. FINAL PROVISIONS**

26.1. In matters not regulated by these Terms, the relevant provisions of the Cayman Islands law shall apply.

26.2. These Terms comprise the entire contractual relationship between the User and COOKIE DAO and supersede all prior arrangements, agreements, and understandings of any kind between the User and COOKIE DAO.

26.3. The User and COOKIE DAO are independent entities. Nothing in these Terms creates any relationship between the User and COOKIE DAO other than a relationship between independent entities, including no partnership or joint venture. The User is not authorized to make any commitments on behalf of COOKIE DAO.

26.4. COOKIE DAO reserves the right to transfer the rights and obligations of COOKIE DAO set out in these Terms to other entities belonging to the COOKIE DAO Group. If the User does not consent to such transfer, the User will be entitled to terminate the Agreement.

26.5. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court or other competent authority, or if the invalidity or ineffectiveness of any provision of these Terms is based on binding legal provisions, or if any provision of these Terms proves to be unenforceable in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.

26.6. All warranties, representations, conditions, and any other terms of any kind implied by statute or common law are excluded to the fullest extent permitted by Applicable Law.

## 27. DEFINITIONS

27.1. All capitalized terms in the Terms and annexes thereto shall have the following meanings:

27.1.1. **Account** – an electronic set of data that allows the Users to collect Cookie Points in connection with using the Airdrop Whitelist Service and Quests Service.

27.1.2. **Agreement** – the agreement concluded between the User and COOKIE DAO under these Terms.

27.1.3. **Airdrop** – a distribution of a Crypto-Assets by Third-Parties to qualifying persons where the criteria to qualify for are decided by a Third-Party.

27.1.4. **Applicable Law** – any and all applicable laws, statutes, ordinances, orders, regulatory requirements, rules and regulations and other similar legal instruments, whether state, EU, federal or local, in force at any time in relation to the User or COOKIE DAO in connection with the use of the Website and/or the Services.

27.1.5. **Business Day** – a day from Monday to Friday excluding public holidays in the Cayman Islands.

27.1.6. **Consumer** – any natural person making a legal transaction with COOKIE DAO who is not directly related to its professional or business activity.

27.1.7. **Content** – any content, comments, remarks, data, information, text, photos, images, digital or other material displayed by COOKIE DAO or made available by COOKIE DAO by any other means on or through the Website in connection with Services.

27.1.8. **COOKIE DAO** (“we”, “our”, “us” etc.) – COOKIE DAO foundation company registered in the Cayman Islands, address: Governors Square, #5-204, 23 Lime Tree Bay Avenue, P.O. Box 477, Grand Cayman, KY1-1108, Cayman Islands.

27.1.9. **COOKIE DAO Entities** – COOKIE DAO’S affiliates and their employees, officers, directors, agents, joint ventures, and representatives.

27.1.10. **COOKIE DAO Group** – COOKIE DAO and COOKIE DAO’s affiliates.

27.1.11. **Cookie Point** – Cookie Point as defined in Annex no. 2 to these Terms.

27.1.12. **Crypto-Assets** – digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology.

27.1.13. **Farming Tier** – Farming Tier as defined in Annex no. 2 to these Terms.

27.1.14. **GDPR** – General Data Protection Regulation 2016/679.

- 27.1.15.**ICT System** - a set of interoperable computing devices and software providing for the processing and storage of data as well as the sending and receiving of data over telecommunications networks, including all computers, communications, electronic, data processing or cloud systems used by COOKIE DAO or the User in relation to the use and/or provision of the Services.
- 27.1.16.**Prohibited Content** – any content, comments, remarks, data, information, text, photos, images, digital or other material made, shared, used or uploaded by the User in connection with use of the Website or the Services other than the Content that (i) infringes any intellectual property or other proprietary rights of COOKIE DAO or any Third-Party; or (ii) contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any of the Services; or (iii) constitutes or poses a threat to the privacy or security of any person; or (iv) constitutes unsolicited or unauthorized advertising or commercial activity; or (v) is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, libelous or otherwise objectionable; or (vi) in the sole judgment of COOKIE DAO, is inappropriate or restrict or inhibit others from using the Services, or may expose COOKIE DAO or Users to any damage or liability of any kind.
- 27.1.17.**Quest** – a task communicated by COOKIE DAO to the User through the Website's interface accomplishment of which may entitle User to certain rights under these Terms.
- 27.1.18.**Services** – the services provided by COOKIE DAO to the User through the Website as defined in Section 9. SERVICES.
- 27.1.19.**Terms** – these Terms of Service of the COOKIE DAO Website.
- 27.1.20.**Third-Party** – an entity other than the User or COOKIE DAO that provides the Third-Party Services.
- 27.1.21.**Third-Party Service** – services or solutions provided by a Third-Party that are linked to on the Website.
- 27.1.22.**User** ("**you**", "**your**" etc.) – a natural or legal person using the Website and/or the Services.s
- 27.1.23.**Wallet** – a digital Crypto-Assets wallet belonging to the User.
- 27.1.24.**Website** – the online Website operated by COOKIE DAO through which the Services are provided, available at: <https://dao.cookie.fun>

## **ANNEX NO. 1 – LIST OF RESTRICTED COUNTRIES**

Countries listed below include their territories and dependencies.

### **Countries where use of crypto-assets or crypto-assets services is prohibited, restricted or requires authorization**

People's Republic of China
United States of America

### **Countries on the FATF's "black list"<sup>1</sup>**

Democratic People's Republic of Korea
Iran
Myanmar

### **Countries on the EU Commission's list of high-risk third countries<sup>2</sup>**

Afghanistan	Panama
Barbados	Philippines
Burkina Faso	Senegal
Cameroon	South Africa
Democratic Republic of the Congo	South Sudan
Democratic People's Republic of Korea	Syria
Gibraltar	Tanzania
Haiti	Trinidad and Tobago
Iran	Uganda
Jamaica	United Arab Emirates
Mali	Vanuatu
Mozambique	Vietnam
Myanmar	Yemen
Nigeria	

---

<sup>1</sup> <https://www.fatf-gafi.org/en/countries/black-and-grey-lists.html>

<sup>2</sup> Commission Delegated Regulation (EU) 2016/1675 of 14 July 2016 supplementing Directive (EU) 2015/849 of the European Parliament and of the Council by identifying high-risk third countries with strategic deficiencies (as amended)



## **ANNES NO. 2 – RISK NOTICE**

You acknowledge risks related to the fact that COOKIE DAO is making the Services available through the Internet and/or through other means mutually acceptable to you and COOKIE DAO, and that access to the Internet and the Services is dependent on numerous factors, technologies, and systems, some of which are beyond the authority and control of COOKIE DAO.

You accept and acknowledge the risks associated with the use of the Website, including the following risk factors:

- a) the inherent security risks associated with the provision of information over the Internet; COOKIE DAO implements appropriate technological and organizational safeguards to reduce the risk of any security breach that may result in the accidental or unlawful destruction, loss, alteration, disclosure or access to User information;
- b) the inherent security risks associated with the use of online resources, including, but not limited to, risks associated with hardware, software and Internet connections, the risk of introducing malware and the risk that third parties may gain unauthorised access to your information;
- c) risk of failure of the Website resulting from unforeseen or increased technical difficulties, including cyber-attacks, unexpected increases in activity or other operational or technical difficulties that may cause interruptions or delays on the Website;
- d) possibility of unauthorized Third-Parties under attack making unauthorized changes to the Website or the software underpinning the Website.

Therefore, the User should verify all information on the Website before relying on it. Any decisions based on the Content are the sole responsibility of the User.