

**TERMS OF SERVICE**  
**OF THE COOKIE.FUN WEBSITE**  
**version of July 1<sup>st</sup>, 2025**  
**No. 2**

**1. GENERAL PROVISIONS**

- 1.1. These Terms of Service of the COOKIE.FUN 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\\_fun\\_tos.pdf](https://assets.cookie.community/assets/cookie_fun_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: [contact@cookie.community](mailto:contact@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 Dashboard Service are as follows:
- 3.2.1. having an active Wallet (e.g. an external off-Website Wallet provided by a Third-Party etc.).

## **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.**
- 6.3. **COOKIE DAO reserves the right to immediately cease provision of the Services, block User's access to the Website (including by using means such as IP address blockage) 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. The Content presented in the Website, including price, value or name(s) of any Crypto-Assets, cryptocurrencies or virtual currencies, as well as public address(es) of Crypto-Assets account such as crypto-asset wallets may be inaccurate.
- 7.2. The Content or other information made available in the Website is provided for information purposes only and does not constitute an offer, advice, or recommendation to buy or sell any assets or to engage in any transaction.
- 7.3. 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.
- 7.4. **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, Chinese, Japanese or Korean, depending on the Website language settings chosen by the User.
- 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 Content, the Website, or the Services - without the prior written consent of COOKIE DAO;
  - 8.3.9. not use data scraping, 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 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;
  - 8.3.10. not create leaderboard based on the Content acquired from the Website, the Services and/or made available by COOKIE DAO.

## 9. SERVICES

- 9.1. COOKIE DAO provides the following Services in connection with the Website under the Agreement:
  - 9.1.1. **Dashboard Service** - a service provided to the User under these Terms, described in particular in Section 11. DASHBOARD SERVICE;
  - 9.1.2. **Wallet Connection Service** - a service provided to the User under these Terms, described in particular in Section 12. WALLET CONNECTION SERVICE;
  - 9.1.3. **Account Service** – a service provided to the User under these Terms, described in particular in Section 13. ACCOUNT SERVICE;

- 9.1.4. **Lock Up Service** – a service provided to the User under these Terms, described in particular in Section 14. DASHBOARD SERVICE;
- 9.1.5. **Premium Dashboard Service** – a service provided to the User under these Terms, described in particular in Section 15. PREMIUM DASHBOARD SERVICE;
- 9.1.6. **Waitlists Service** – a service provided to the User under these Terms, described in particular in Section 16. WAITLIST SERVICE.
- 9.1.7. **OKX Connection Service** – a service provided to the User under these Terms, described in particular in Section 17. OKX CONNECTION SERVICE.
- 9.1.8. **Cookie Snaps Service** – a service provided to the User under these Terms, described in particular in Section 18. COOKIE SNAPS SERVICE.
- 9.1.9. **AI Agents Index** - a service provided to the User under these Terms, described in particular in Section 18. COOKIE SNAPS SERVICE
- 9.2. The User acknowledges and understands that use of the Services may involve cybersecurity risks set out in Annex no. 2 – 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 **Dashboard 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 **Lock Up Service** – when the User clicks on the “Lock up now” button (or button with equivalent information) and executes the transaction using the User’s Crypto-Assets operated by the smart contract developed by COOKIE DAO;
  - 10.1.5. the **Premium Dashboard Service** – when the User, having used the Lock Up Service, accesses the Website;
  - 10.1.6. the **Waitlists Service** – when the User starts using the Waitlists Service for the first time;
  - 10.1.7. the **OKX Connection Service** – when the User clicks on the “Connect wallet” button (or button with equivalent information) on the OKX interface embedded in the Website’s interface.
  - 10.1.8. the **Cookie Snaps Service** – when the User clicks on the “Connect wallet” button (or button with equivalent information) on the Cookie Snaps interface embedded in the Website’s interface.

## 11. DASHBOARD SERVICE

- 11.1. The Dashboard Service consists of enabling the User to access the Content.
- 11.2. To use the Dashboard Service, the User must visit the Website using the User’s web browser.
- 11.3. The Content includes in particular:
  - 11.3.1. information about blockchain projects, such as market cap, Crypto-Assets holders, Crypto-Asset(s) price(s), engagement, impressions, and other blockchain analytics data;

11.3.2. information about and links to Third-Party content, such as publicly available posts on social media platforms.

11.4. **THE CONTENT OR OTHER INFORMATION PUBLISHED ON THE WEBSITE IS PROVIDED FOR INFORMATIONAL 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.**

11.5. The use of the Dashboard Service does not require an active Account.

11.6. The use of the Dashboard Service is free of charge.

## **12. WALLET CONNECTION SERVICE**

12.1. The Wallet Connection Service enables the User to connect the 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 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" button (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 Dashboard Service does not require an active Account.

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

## **13. ACCOUNT SERVICE**

13.1. The Account Service consists of the maintenance of an electronic set of data that allows the Users to use certain other Services.

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 and use the Wallet's signature to confirm connection to the Website and Account creation.
- 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. LOCK UP SERVICE

- 14.1. The Lock Up Service consists of allowing the User to make a transaction with Crypto-Assets from the User's Wallet using a smart contract developed by COOKIE DAO and to lock them.
- 14.2. To use the Lock Up Service, the User must:
  - 14.2.1. have at least 10,000 Tokens in the User's Wallet;
  - 14.2.2. log in to the Website using the Wallet Connection Service;
  - 14.2.3. navigate to the subpage of the Website available at: <https://www.cookie.fun/en/plans>;
  - 14.2.4. click on the "Lock up now" button.
- 14.3. By using the Lock Up Service, the User locks up 10,000 Tokens from the User's Wallet for an indefinite period of time. **During the lock period, the User will be unable to use or transfer the locked Tokens.** For the avoidance of doubt, the Token lock up is not a payment to COOKIE DAO and the ownership of the Tokens remains at all times with the User.
- 14.4. The User may at any time request to unlock the locked Tokens from the User's Wallet.
- 14.5. The unlock will take place after an unlocking period of up to 30 calendar days during which the locked Tokens will remain locked.
- 14.6. The User acknowledges that:
  - 14.6.1. **Nothing in these Terms shall be construed as COOKIE DAO providing any services consisting of staking.** COOKIE DAO does not award any amounts, either in Crypto-Assets or in fiat currency, to the User in connection with the use of the Lock Up Service. The User is not entitled to any benefits in connection with the use of the Lock Up Service other than those set out in Section 15. PREMIUM DASHBOARD SERVICE.
  - 14.6.2. **Nothing in these Terms shall be construed as COOKIE DAO controlling the locked Tokens.** The Token locking is executed by a smart contract and does not transfer any Tokens to COOKIE DAO, nor does it allow COOKIE DAO to transfer, lend, use or control in any other way any locked Tokens. The User remains the sole owner of the Crypto-Assets on the User's Wallet.
  - 14.6.3. **Nothing in these Terms shall be construed as COOKIE DAO providing any services consisting of providing a 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 locked Tokens, no means of transferring them (including freezing or burning them), and no control over outgoing or incoming transactions to or from the User's Wallet.
  - 14.6.4. **Nothing in these Terms shall be construed as COOKIE DAO providing any services consisting of safekeeping or controlling any means of access to any Crypto-Assets belonging to the User, in particular in the form of a private cryptographic key.** The private cryptographic key for the User's Wallet is not shared with COOKIE DAO or

accessed by COOKIE DAO at any time when using the Lock Up Service. The User solely remains in control of the User's Wallet and the associated Crypto-Assets.

- 14.7. The use of the Lock Up Service requires an active Account.
- 14.8. The use of the Lock Up Service is free of charge but may be subject to a Gas Fee. The estimated amount of the Gas Fee may be displayed by the provider of the User's Wallet in the plugin window. The User acknowledges that:
  - 14.8.1. the Gas Fee is collected through smart contracts for the benefit of the recipients of the Gas Fee, who are network validators, to cover the network validators' costs associated with processing transactions on the blockchain network;
  - 14.8.2. COOKIE DAO does not receive any amounts from the Gas Fee or determine the amount of the Gas Fee;
  - 14.8.3. COOKIE DAO is not responsible for the amount of the Gas Fee as it is outside of COOKIE DAO's control and COOKIE DAO may not be aware of its specific amount for a particular operation due to the way blockchain technology works.

## **15. PREMIUM DASHBOARD SERVICE**

- 15.1. The Premium Dashboard Service consists of allowing the User to access the Premium Content.
- 15.2. The Premium Content includes in particular:
  - 15.2.1. on-chain data on: token holders, HHI index, retention;
  - 15.2.2. access to 6 hours and 24 hours changes time ranges;
  - 15.2.3. advanced metrics and data filters;
  - 15.2.4. additional data dashboards.
- 15.3. The use of the Premium Dashboard Service requires:
  - 15.3.1. an active Account;
  - 15.3.2. a Wallet with 10,000 Tokens locked using the Lock Up Service and connected to the User's active Account.
- 15.4. The use of the Premium Dashboard Service is free of charge.

## **16. WAITLISTS SERVICE**

- 16.1. The Waitlists Service consists of enabling the User to register on the waitlists for certain future products or services provided for by the COOKIE DAO through the Website.
- 16.2. To use the Waitlists Service, the User must:
  - 16.2.1. navigate to the appropriate form (for example by clicking the "App Waitlist" or "Data API" buttons on the Website's interface);
  - 16.2.2. complete the registration form by providing appropriate obligatory data (for example, in case of sign up for the cookie.fun 1.0 waitlist the mandatory data is: Twitter handle, investor profile, token interests, indicators interests);
  - 16.2.3. (*optionally*) complete the registration form by providing optional data for example, in case of sign up for the cookie.fun 1.0 waitlist the optional data is: Discord ID, email address);
  - 16.2.4. (*optionally*) subscribe to the COOKIE DAO newsletter by ticking an appropriate checkbox;
  - 16.2.5. click the "Submit" button.



- 16.3. The registration forms may be hosted and made available on Third-Party websites or platforms such as Notion. Section 18. THIRD-PARTY SERVICES applies.
- 16.4. The User is obligated to submit true and correct data to the registration form, as well as to keep this data current, accurate and updated.
- 16.5. **THE USE OF THE WAITLIST SERVICE DOES NOT ENTAIL ANY OBLIGATIONS FOR ANY OF THE PARTIES AND IS NOT INTENDED TO BE A BINDING CONTRACT OR A PRECONTRACT, EITHER A PRE-SALE OR SALE AGREEMENT AS REGARDS ANY CRYPTO-ASSET, SERVICE OR ANY OTHER CONTRACT. FOR THE AVOIDANCE OF DOUBT, THE PARTIES REPRESENT THAT SUBMISSION OF A REGISTRATION FORM DOES NOT CONSTITUTE NOR GIVE ANY GROUNDS FOR CLAIMS OF THE USER AS REGARDS CONCLUSION OF ANY AGREEMENT. NO RIGHT TO ANY SERVICES, PRODUCTS, CRYPTO-ASSETS OR OTHER RIGHTS IS VESTED, ASSIGNED, TRANSFERRED, NOR PROMISED IN ANY WAY TO THE USER UNDER THESE TERMS.**
- 16.6. The use of the Waitlists Service does not require an active Account.
- 16.7. The use of the Waitlists Service is free of charge.

## **17. OKX CONNECTION SERVICE**

- 17.1. The OKX Connection consists of enabling the User to access the services provided by OKX, such as the Crypto-Assets exchange (swap).
- 17.2. To use the OKX Connection Service, the User must click on the “Connect wallet” button (or button with equivalent information) on the OKX interface embedded in the Website’s interface.
- 17.3. The User acknowledges that:
- 17.3.1. **Nothing in these Terms shall be construed as COOKIE DAO providing any services consisting of the Crypto-Assets exchange.** COOKIE DAO does not provide such services and does not have access to or control over any amounts of Crypto-Assets in the User’s Wallet. By using the OKX Connection Service, the User interacts directly with the ITC Systems of OKX embedded in the Website using HTML iframe solution. Any and all transactions, data exchange or other interactions made when interacting with the embedded OKX ITC Systems take place directly between OKX and the User. COOKIE DAO does not exchange any data about the User’s Wallet, Crypto-Assets, Account or any other personal data with OKX.
- 17.3.2. **Services provided by OKX are Third-Party Services.** The Section 18. THIRD-PARTY SERVICES apply.
- 17.4. The use of the OKX Connection Service requires an active Account.
- 17.5. The use of the OKX Connection Service is free of charge, however Gas Fees or other fees set out by OKX may apply as regards services ordered by the User from OKX.

## **18. COOKIE SNAPS SERVICE**

- 18.1. **Cookie Snaps.** Cookie Snaps is a service that provides an online blockchain-based platform that tracks and rewards social media engagement, featuring project-specific leaderboards for crypto content.
- 18.2. **Access to Cookie Snaps.** Access to Cookie Snaps Service may be limited to certain qualified Users that connected its X (formerly Twitter) account to Cookie Snaps dashboard through the Account, and fulfilling the following criteria determined by Cookie DAO:

- 18.2.1. The User who is a part of Cookie DAO's inner loop, i.e. the User using the Lock Up Service.
- 18.3. **By linking a third-party account (e.g., a social media profile or crypto wallet), you represent that you are the lawful owner of that account and you grant Cookie DAO permission to access and use that account as needed to provide the Cookie Snaps Service.**
- 18.4. **Snaps Points:** Cookie Snaps Service utilizes a points-based reward system ("**Snaps Points**") and results of acquired Snaps Points ("**Snaps Score**") to quantify your engagement and contributions. Your Snaps Score or Snaps Points are calculated based on our algorithms and criteria, which take into account factors such as the timeliness, quality, and impact of your social media posts and actions. You acknowledge that the allocation of points is determined by automated algorithms and/or manual moderation. We may adjust the Snaps Points calculation methodology or your individual Snaps Score at any time to ensure the integrity of the system, especially if we detect manipulation, low-quality content, or errors. Snaps Points are displayed on leaderboards for various crypto projects, and high-ranking Users may become eligible for certain rewards as described below.
- 18.5. **No Monetary Value:** Snaps Points are not cryptocurrency, fiat currency, or any form of legal tender. They are a measurement of your activity and influence within the Cookie Snaps platform. Points are non-transferable (except through the referral mechanism described in Section 18.6) and cannot be sold or redeemed by themselves for monetary value. While Snaps Points may be associated with potential rewards, they are not personal property and have no inherent value outside of the Service. Cookie DAO reserves the right to modify, restrict, or eliminate the Snaps Points system (in whole or in part) at any time as part of the Service.
- 18.6. **Referral Program:** Cookie Snaps Service may offer a referral or invitation program. For example, Users might be given unique invite links or "social cards" to invite others to join Cookie Snaps Service. If you invite new eligible Users, you may receive a bonus such as a percentage of their earned Snaps Points or other rewards as an incentive. Participation in the referral program is subject to fair use: you must not abuse the referral system by inviting fake accounts, engaging in self-referral, spam, or any fraudulent activity. We reserve the right to adjust referral credits or disqualify you from the referral program if we suspect abuse or violation of these Terms. Referral benefits (including percentages and conditions) are determined by us and are subject to change at our discretion.
- 18.7. **Rewards and Airdrops:** Cookie Snaps Service is designed to reward top community contributors. High-ranking Users on leaderboards or those with significant Snap Scores may become eligible to receive rewards, such as token airdrops, the Token bonuses, NFTs, access to exclusive features, or other perks from third party. The availability, and type of any rewards are subject to our discretion or the discretion of third-party project teams that collaborate with Cookie Snaps Service. No guarantee is made that any User will receive a particular reward for their points or rank. Any rewards are not provided by Cookie DAO but by third party who are engaged in supporting Cookie DAO community. Rewards (especially token airdrops or perks from external projects) may be subject to additional terms or eligibility criteria set by the entity providing the reward. For example, a token airdrop might require that you complete a claim process, have a compatible wallet, or meet certain compliance (KYC/AML) checks as required by that token's issuer. By participating in Cookie Snaps Service, you acknowledge that any rewards are voluntary gratuities and not earned wages or contractual entitlements.
- 18.8. **Your Content.**
- 18.8.1. Cookie Snaps may involve the use of content you create or share on third-party platforms. You are solely responsible for the content of your posts and contributions. However, by using the Cookie Snaps Service and allowing your content to be tracked or displayed by Cookie Snaps, you grant us a worldwide, royalty-free, sub-licensable, and

transferable license to use, reproduce, display, adapt, publish, and otherwise utilize your content solely for the purposes of operating and improving the Cookie Snaps Service and other Services. This includes in particular displaying your posts or excerpts in leaderboards, calculating your Snaps Score, or featuring your content in promotional or educational materials related to Cookie Snaps Service. We will never claim ownership of your content, but this license allows us to provide the Services functionality.

- 18.8.2. Any content you create to participate in Cookie Snaps Service must comply with these Terms. We do not pre-moderate content on third-party platforms; however, if we become aware that your content being counted towards Snaps Points violates these Terms or any law, we reserve the right to exclude such content from consideration, adjust your points, and/or take further action under these Terms.
- 18.9. **Cookie Snaps creator or contributor.** If you are a content creator or contributor using Cookie Snaps Service to run a campaign or offer rewards (for example, a project team or community leader who initiates a Snaps reward pool or airdrop campaign for promoting a project), you bear additional responsibilities. You represent and warrant that any rewards or tokens you promise to distribute are available and legally yours to provide. You agree to deliver any rewards you have offered to qualifying Users in accordance with any campaign rules you announce. You are solely responsible for complying with any laws (such as contest or giveaway laws, tax obligations, etc.) related to your campaign or rewards. Using Cookie Snaps Service provides only the mechanism for measuring engagement and ranking participants, and we do not assume responsibility for fulfilling third-party reward promises. If you fail to deliver promised rewards or violate any laws in connection with a campaign, you agree that Cookie DAO is not liable for such failure and you will indemnify and hold harmless Cookie DAO for any claims or losses arising from your campaign.

## 19. AI AGENTS INDEX

- 19.1. The AI Agents index is intended for informational, analytical, and functional purposes to assist users in various tasks. We make no representations or warranties regarding the accuracy, reliability, completeness, or suitability of the AI Agents or their outputs for any particular purpose.
- 19.2. You acknowledge and agree to the following:
- 19.2.1. **No Guarantee of Performance:** The AI Agents are provided "as is," and Cookie DAO does not guarantee that the AI Agents or their outputs will be free of errors, interruptions, or inaccuracies. The performance of AI Agents may vary based on user inputs, system limitations, or external factors beyond our control.
- 19.2.2. **User Responsibility for Outputs:** You are solely responsible for evaluating, verifying, and validating any outputs, recommendations, or results generated by the AI Agents before relying on them for decision-making or other purposes. Cookie DAO shall not be liable for any consequences arising from your use of or reliance on the AI Agents or their outputs.
- 19.2.3. **No Liability for Misuse:** Cookie DAO is not responsible for any misuse of the AI Agents or their outputs, including but not limited to use for illegal, unethical, or harmful purposes. You agree to use the AI Agents in compliance with all applicable laws and regulations.
- 19.2.4. **Third-Party Data and Limitations:** The AI Agents may rely on third-party data or external sources to generate outputs. Cookie DAO does not warrant the accuracy, availability, or reliability of such third-party data and shall not be liable for any issues arising from its use.
- 19.2.5. **No Professional Advice:** The outputs of the AI Agents are not intended to constitute professional, legal, financial, medical, or other expert advice. You should consult qualified professionals for advice tailored to your specific circumstances.

- 19.3. By using the AI agents index, you acknowledge that you use it at your own risk and that Cookie DAO is not liable for any damages, losses, or liabilities arising from your use of or reliance on the AI agents or their outputs.

## **20. THIRD-PARTY SERVICES**

- 20.1. The Website may contain hyperlinks to external services or websites of Third-Parties or may embed them. 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.
- 20.2. 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.
- 20.3. COOKIE DAO is not responsible for any Third-Party Services accessed via a hyperlink from the Website or accessed directly from the Website (embedded), including for their accuracy and/or completeness.

## **21. INTELLECTUAL PROPERTY RIGHTS**

- 21.1. 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.
- 21.2. 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 21 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.
- 21.3. 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, and create a leaderboard based on the Content acquired from the Website, the Service and/or made available by COOKIE DAO, except as explicitly authorized by COOKIE DAO.
- 21.4. 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.
- 21.5. The User shall not, directly or indirectly, engage in any form of data scraping, data mining, or extraction of content, data, or materials from the Website or Services, including but not limited to the use of automated tools, bots, crawlers, or scripts, for any purpose, whether commercial or otherwise, without the prior written consent of COOKIE DAO. Furthermore, the User is expressly prohibited from attempting to reverse engineer, decompile, disassemble, or otherwise derive the source code, underlying structure, algorithms, or operational mechanisms, attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in connection with the Website or Services, or any part thereof, except to the extent permitted by mandatory provisions of applicable law. Any breach of this clause shall constitute a material violation of the Agreement,

entitling COOKIE DAO to terminate the Agreement with immediate effect and pursue all available legal remedies, including claims for damages and injunctive relief.

- 21.6. 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.

## **22. TAXES**

- 22.1. The User is solely responsible for:

22.1.1. 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;

22.1.2. 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.

- 22.2. 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 20.1.

- 22.3. COOKIE DAO is not responsible for the User's failure to comply with the provisions set out in Section 20.1.

## **23. TERMINATION OF THE AGREEMENT**

- 23.1. 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).

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

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

23.3.1. 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;

23.3.2. 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;

23.3.3. the User carries out activities detrimental to COOKIE DAO or Third-Parties, in particular activities that violate or threaten the security of ICT Systems;

23.3.4. the User uses the Website or the Services in a manner contrary to their purpose or scope as set out in these Terms;

- 23.3.5. the User attempts to gain unauthorised access to the Website, including by data scraping;
- 23.3.6. the User overcomes software security features that restrict or protect the use of Content;
- 23.3.7. 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).

## **24. AMENDMENTS TO THE TERMS**

- 24.1. COOKIE DAO reserves the right to amend these Terms for important reasons, i.e.:
  - 24.1.1. 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;
  - 24.1.2. the need to adapt these Terms to recommendations, orders, rulings, provisions, interpretations, guidelines, or decisions of authorised public authorities;
  - 24.1.3. extending or changing the functionality of the Website, including the introduction of new services provided electronically or changing the existing functionality of the Website;
  - 24.1.4. changing the technical conditions for the provision of the Services;
  - 24.1.5. the need to rectify any ambiguities, errors, or clerical mistakes that may have occurred in these Terms;
  - 24.1.6. changing the contact details, names, identification numbers, electronic addresses, or links provided in these Terms;
  - 24.1.7. to prevent abuse or for security reasons, including to enable the Services to be used in a legally compliant manner;
  - 24.1.8. improving the quality of customer service.
- 24.2. 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:
  - 24.2.1. the content of the planned change to these Terms;
  - 24.2.2. the effective date of the change no less than 7 days prior to such change;
  - 24.2.3. the consolidated text of the amended Terms.
- 24.3. 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.
- 24.4. 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.

## **25. LIABILITY**

- 25.1. 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).

- 25.2. Subject to the mandatory provisions of the Applicable Law, COOKIE DAO shall not be liable (liability exclusion):
- 25.2.1. 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.
  - 25.2.2. 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;
  - 25.2.3. 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;
  - 25.2.4. for damage caused by circumstances beyond its direct or indirect control;
  - 25.2.5. for Third-Party Services, including their accuracy and completeness;
  - 25.2.6. for acts or omissions of the User, in particular for damages caused by the illegal use of any of the Services;
  - 25.2.7. for Prohibited Content.
- 25.3. 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.

## 26. COMPLAINTS

- 26.1. COOKIE DAO exercises due diligence to ensure that the Website and the Services operate at an appropriate level.
- 26.2. 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:
- 26.2.1. by email: [community@cookie.community](mailto:community@cookie.community);
  - 26.2.2. 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.
- 26.3. The User should state in the complaint:
- 26.3.1. the contact details required to send a reply to the complaint;
  - 26.3.2. a detailed description of the event giving rise to the complaint;

- 26.3.3. demands of the User making the complaint.
- 26.4. COOKIE DAO may ask the User to provide additional information to the extent necessary to provide a complete response.
- 26.5. 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
- 26.6. User's failure to provide the information set out in Section 24.3 or incomplete provision of such information may make it difficult or impossible for COOKIE DAO to respond to the complaint.
- 26.7. A complaint may be submitted anonymously if providing the User's personal data is not necessary for processing the complaint.
- 26.8. 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.
- 26.9. Complaints shall be considered on the basis of the provisions of these Terms and the governing law subject to Section 25. GOVERNING LAW.

## **27. GOVERNING LAW**

- 27.1. These Terms will be governed by the law of Cayman Islands subject to Section 25.2 below.
- 27.2. 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.

## **28. DISPUTES**

- 28.1. If any disputes arise in the future concerning these Terms, they will be settled by a court of competent jurisdiction, subject to Sections 26.2 – 26.3 below.
- 28.2. 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.
- 28.3. 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.

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

- 29.1. 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.

## **30. FINAL PROVISIONS**

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



- 30.2. 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.
- 30.3. 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.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.

## 31. DEFINITIONS

- 31.1. All capitalized terms in the Terms and annexes thereto shall have the following meanings:
- 31.1.1. **Account** – an electronic set of data that allows the Users to use certain Services.
- 31.1.2. **Agreement** – the agreement concluded between the User and COOKIE DAO under these Terms.
- 31.1.3. **AI Agents** - refers to the AI agent profiles indexed, listed, or featured on the Website.
- 31.1.4. **Applicable Law** – any and all applicable laws, statutes, ordinances, orders, regulatory requirements, rules and regulations and other similar legal instruments, whether state, 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.
- 31.1.5. **Business Day** – a day from Monday to Friday excluding public holidays in the Cayman Islands.
- 31.1.6. **Consumer** – any natural person making a legal transaction with COOKIE DAO that is not directly related to its professional or business activity.
- 31.1.7. **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 the Services.
- 31.1.8. **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.
- 31.1.9. **COOKIE DAO Entities** – COOKIE DAO’S affiliates and their employees, officers, directors, agents, joint ventures, and representatives.
- 31.1.10. **COOKIE DAO Group** – COOKIE DAO and COOKIE DAO’s affiliates.
- 31.1.11. **Crypto-Assets** – digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology.
- 31.1.12. **Gas Fee** – the amount payable by a User to the network validators for conducting a blockchain transaction ordered by the User through the App, which is charged by the

network validators. The Gas Fee is not a Cookie DAO fee, it is not imposed by Cookie DAO and Cookie DAO does not receive any amounts paid by the User as a Gas Fee.

- 31.1.13. **GDPR** - General Data Protection Regulation 2016/679.
- 31.1.14. **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.
- 31.1.15. **OKX** - OKcoin Europe LTD, a Malta limited liability company registered in Malta.
- 31.1.16. **Premium Content** – Content described in Section 15.2 of these Terms.
- 31.1.17. **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 the 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.
- 31.1.18. **Services** – the services provided by COOKIE DAO to the User through the Website as defined in Section 9. SERVICES.
- 31.1.19. **Snaps Points** - shall have the meaning ascribed to it in Section 18.4 of these Terms.
- 31.1.20. **Snaps Score** - shall have the meaning ascribed to it in Section 18.4 of these Terms.
- 31.1.21. **Terms** – these Terms of Service of the COOKIE.FUN Website.
- 31.1.22. **Third-Party** – an entity other than the User or COOKIE DAO that provides the Third-Party Services.
- 31.1.23. **Third-Party Service** – services or solutions provided by a Third-Party that are linked to on the Website.
- 31.1.24. **Token** – a §COOKIE crypto-asset.
- 31.1.25. **User** ("you", "your" etc.) – a natural or legal person using the Website and/or the Services.
- 31.1.26. **Wallet** – a digital Crypto-Assets wallet belonging to the User.
- 31.1.27. **Website** – the online Website operated by COOKIE DAO through which the Services are provided, available at: <https://www.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	

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<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.