

TERMS OF USE

Last Revised on June 9, 2022

Welcome to Bebop, an interface that provides competitive and transparent pricing for a wide array of digital assets (“**Digital Assets**”). Bebop also facilitates your interactions with smart contracts running on a decentralized protocol based on the pricing you see. The pricing is provided directly from one or more professional liquidity providers with no hidden fees or cost. The website can be accessed here <https://www.bebop.xyz> (the “**Website**”) and any related content, applications, application programming interfaces (“**APIs**”), tools, features and functionality offered on or through or in connection with our Website are individually and collectively referred to as the “**Interface**”. The Interface is operated by Bebop Trading Limited (“**Company**”, “**we**” or “**us**”).

These Terms of Use (these “**Terms**”) govern your access to and use of the Interface. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Interface, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Interface.

For purposes of these Terms, “**you**” and “**your**” means you as the user accessing the Interface. If you use the Interface on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

Section 9 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us related to your use or access of the Interface through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) to waive your right to participate in class actions, class arbitrations, or representative actions in connection with your use of the Interface. You have the right to opt-out of arbitration as explained in Section 9.

1. THE INTERFACE

- 1.1 Description of the Interface. The Interface provides users with access to competitive and transparent pricing directly from one or more professional liquidity providers. Users can choose to swap one Digital Asset or many Digital Assets in one transaction via a smart contract running on a decentralized protocol. Neither the Company nor the Interface can cancel or reverse such transactions and the Company does not manage the smart contract. The Interface facilitates an interaction between your Wallet (as defined below) and certain smart contracts. The Company does not hold or have access to any of your Digital Assets stored in the Wallet that connects to the Interface. Prices you see on the Interface are subject to constant change and while the Interface tries to display prices for Digital Assets that are up to date, circumstances may arise where prices displayed are invalid by the time you decide to interact with a smart contract through the Interface. Pricing from third party liquidity providers is dynamic and provided at the third party’s sole discretion. The Interface makes no guarantee that pricing provided via these sources will be valid for any specified time period. If you try to interact with a smart contract based on a price that is no longer valid, whether because a third-party liquidity provider is no longer willing to transact at such price or otherwise, you will not be able to do so.
- 1.2 Third-Party Platforms. We may make available to certain third-party liquidity providers or third-party platforms an application programming interface that may give such third parties the ability to access to or otherwise integrate the Interface, or certain features thereof, in its own services or

platform (“**Third-Party Platform**”). The Third-Party Platform may be able to customize the Interface and certain features thereof offered to its end users through such application programming interface, including the ability to set certain transactions fees. Third-Party Platform shall be liable for any customization to the Interface.

- 1.3 Additional Information. To access or use our Interface, we or our service providers may require you to provide additional information and documents regarding your use of the Interface including at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering, or for counteracting financing of terrorism. If you seek to connect or are connected to the Interface and do not provide complete and accurate information and documentation in response to any request from us, you may not be able to connect to the Interface or you may be disconnected. You acknowledge that there may also be a time delay between the time when you submit such information and when we and/or our service providers are able to complete any anti-money laundering, know-your-client, or similar checks.
- 1.4 Beta Offerings. We may, in our sole discretion, include certain test or beta features or products on the Interface or incorporate them into the Interface (“**Beta Offerings**”) as we may designate from time to time. The Beta Offerings are provided on an “as is” basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. You agree that once you use a Beta Offering, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Offering back to the prior non-beta version. If we provide you with any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings. For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.
- 1.5 Modifications to the Interface. The Company has the right, at any time and without liability, to modify, alter, update, or eliminate the features, navigation, appearance, functionality and other elements of the Interface, and any aspect, portion or feature thereof. You acknowledge and agree that the Company can decide which Digital Assets are supported by the Interface in its sole discretion and that it may add or remove Digital Assets at any time and without prior notice.

2. **ELIGIBILITY AND WALLETS**

- 2.1 Eligibility. You must be 18 years of age or older to use the Interface. You cannot use the Interface if:
 - (a) you reside in, are located in, have a place of business in or are conduct any business in (any of which makes you a “**Resident**”) of the United States, you are a “U.S. person” within the meaning of Rule 902(k) under the United States Securities Act of 1933, or you are a Resident of Canada, Singapore or the People’s Republic of China;
 - (b) you are a Resident of any state, country or territory (i) where transactions with digital assets are prohibited or in any manner restricted by applicable laws or regulations or (ii) that requires entities engaged in the sale or offering of digital assets to be registered or licensed;
 - (c) you are a Resident in any state, country or territory in which your use of the Interface is prohibited by applicable laws or regulations or where under such laws or regulations the operator of the Interface would be required to be registered or licensed, to seek any consent or approval, or to make any filing with respect to your use of the Interface;

- (d) you, or any controller or direct or indirect beneficial owner of yours, are the subject or target of any economic or financial sanctions, trade embargoes, export controls or similar restrictive measures (“**Sanctions**”) administered, enacted or enforced by the United Nations, the European Union or any member state thereof, the United Kingdom, the British Virgin Islands, the United States or any jurisdiction in which you operate, including any governmental institutions or agencies responsible for administering, enacting or enforcing Sanctions (collectively, “**Sanctions Authority**”);
- (e) you, your affiliates or your Wallet(s) (as defined below) or any controller or direct or indirect beneficial owner of yours or your Wallet are listed on any sanctions list, economic or trade embargo list, specially designated persons or blocked persons listed or other similar lists promulgated by a Sanctions Authority; or
- (f) you are otherwise barred or restricted from using the Interface under applicable law.

1. **By accessing or using the Interface, you represent and warrant that you meet these requirements.** We reserve the right to limit the availability of the Interface to any person, geographic area or jurisdiction at any time, for any reason at our sole discretion. We will not be liable to you for any losses you may suffer in connection with the Interface not being available to you for any reason. You shall not use any software or other techniques, such as the use of a Virtual Private Network, to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

2.2 Compliance. You further represent and warrant that your use of the Interface will comply with all applicable laws and Sanctions and will not cause us to violate Sanctions or any applicable laws, including, but not limited to, anti-money laundering, anti-bribery, anti-boycott or anti-terrorism Laws such as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the EU Fourth Money Laundering Directive (2015/849/EU), the EU Fifth Money Laundering Directive (2015/849/EU), the UK Money Laundering Regulations 2017 (SI 2017/692), the UK Bribery Act 2010, the UK Criminal Financing Act 2017, the UK Proceeds of Crime Act 2002, and the BVI Proceeds of Criminal Conduct Act (2020 Revision). Further, if you use the Interface, you may not transfer or provide to us any currency, digital assets or other items that have been derived from any illegal or unlawful activity. You agree that you are solely responsible for compliance with all applicable laws and regulations that may apply to you and that we are not liable in any respect for any failure by you to comply with applicable laws or regulations.

2.3 Wallets. To access decentralized protocols via the Interface you will be required to use third party non-custodial digital wallets (“**Wallets**”), such as Metamask, and to connect your Wallet to the Interface. You may, at any time, disconnect your Wallet from the Interface. You are solely responsible for keeping your Wallet and any private keys necessary to decrypt your Wallet secure and you should never share your Wallet seed phrase or private keys with anyone else via the Interface. We have no ability to help you access or recover your private keys for your Wallet. By using such Wallets you agree that you are governed by the terms of service and privacy policy for the applicable Wallets, and that the Company has no responsibility, liability or responsibility to you in any way arising from your use of such third-party Wallets, including for any security failures or other errors or failures of such Wallets. For example, for the Metamask wallet, those terms and conditions are available at <https://metamask.io/terms.html>.

3. NO REFUNDS OR LIABILITY

- 3.1 No Liability. We have no liability to you or to any third party for any claims or damages that may arise as a result of any interactions that you may have with smart contracts or decentralized protocols through any Wallet connected to the Interface.
- 3.2 Third Party Platforms or Services. The Interface has been integrated with one or more third party blockchains, exchanges and services, such as the Ethereum blockchain. We do not own or control these third-party services, including the Ethereum blockchain, and we do not control the transfer of cryptocurrency using these third party services or the ability to cancel or reverse transactions entered into with smart contracts or any third party services.
- 3.3 Pricing Changes. Prices you see on the Interface are subject to constant change and while the Interface tries to display prices for Digital Assets that are up to date, circumstances may arise where prices displayed are invalid by the time you decide to interact with a smart contract through the Interface. Pricing changes may occur for a variety of reasons, including where the quality or speed of a third party's connectivity causes delay or where market volatility causes prices to change rapidly. The Interface determines how long prices remain valid in its sole discretion. If you try to interact with a smart contract based on a price that is no longer valid on the Interface, whether because a third-party liquidity provider is no longer willing to transact at such price or otherwise, you will not be able to do so and we are not liable to you if this occurs.

4. LOCATION OF OUR PRIVACY POLICY

- 4.1 Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use or access the Interface. For an explanation of our privacy practices, please visit our Privacy Policy located at <https://bebop.xyz/privacy.pdf>.

5. USE OF THE INTERFACE

- 5.1 Right to Use the Interface. We hereby permit you to use and access the Interface for your personal or internal business use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Interface, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to download, execute and display such software, content and materials provided to you as part of your use of the Interface, in each case for the sole purpose of enabling you to use the Interface as permitted by these Terms. Such license is in addition and subject to the terms of any open-source license we may make available for use of any of our software that we make available on an open source basis. Your access and use of the Interface may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Interface or other actions that the Company, in its sole discretion, may elect to take. Your access may also be interrupted due to actions or inactions of third parties, including Third Party Platforms, cloud providers and network protocols.
- 5.2 Interaction with other users on the Interface. You are responsible for your interactions with other users on the Interface. While we reserve the right to monitor interactions between users of our Interface, we are not obligated to do so, and we cannot be held liable for your

interactions with other users, or for any user's actions or inactions. If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. By entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

5.3 Restrictions on Your Use of the Interface. You may not do any of the following, unless applicable laws or regulations prohibit these restrictions, or you have our written permission to do so:

- (a) duplicate, decompile, reverse engineer, disassemble, or decode the Interface (including any underlying idea or algorithm), or attempt to do any of the same;
- (b) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Interface;
- (c) use automation software (bots), hacks, modifications (mods) or any other unauthorized third party software designed to modify the Interface, cheat while using the Interface, circumvent any rules or restrictions when using the Interface;
- (d) access or use the Interface in any manner that could disable, overburden, damage, disrupt, or impair the Interface or interfere with any other party's access to or use of the Interface or use any device, software or routine that causes the same;
- (e) attempt to gain unauthorized access to, interfere with, damage or disrupt the Interface, accounts, wallets or private keys of other users, or the computer systems or networks connected to the Interface;
- (f) facilitate, create, or maintain any unauthorized connection to the Interface including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Interface; and (ii) any connection using third-party programs or tools not expressly authorized by the Company;
- (g) circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of the Interface;
- (h) use any robot, spider, crawlers, or other automatic device, process, software, or queries that intercepts, "mines," scrapes or otherwise accesses the Interface to monitor, extract, copy, or collect information or data from or through the Interface, or engage in any manual process to do the same;
- (i) introduce any viruses, trojan horses, worms, logic bombs, or other materials that are malicious or technologically harmful into our systems;
- (j) engage in any manipulative activity that violates the integrity of the prices of digital assets on Third-Party Platforms;
- (k) use the Interface for illegal, harassing, unethical, or disruptive purposes;

- (l) use the Interface in such a way as to infringe the privacy, intellectual property rights or other rights of third parties;
- (m) violate any applicable law or regulation in connection with your access to or use of the Interface; or
- (n) access or use the Interfaces in any way not expressly permitted by these Terms.

6. OWNERSHIP AND CONTENT

- 6.1 Ownership of the Interfaces. The Interface, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information, and other materials, are protected under copyright, trademark, and other intellectual property laws. You agree that the Company and/or its licensors own all right, title, and interest in and to the Interface (including any and all intellectual property rights in the Interface) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Interface and its content (other than Your Content), including the right to create derivative works.
- 6.2 Ownership of Trademarks. The Company’s name, trademarks, the Company’s logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs, and slogans that appear on the Interface are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 6.3 Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Interface (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Interface or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.
- 6.4 Your Content License Grant. In connection with your use of the Interface, you may be able to post, upload, or submit content to be made available through the Interface (“**Your Content**”). In order to operate the Interface, we must obtain from you certain license rights in Your Content so that actions we take in operating the Interface are not considered legal violations. Accordingly, by using the Interface and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content but solely as required to be able to operate and provide the Interface. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide, and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Interface, solely for the purpose of providing such Interface, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Interface shall have the right to comment on and/or tag Your Content

and/or to use, publish, display, modify, or include a copy of Your Content as part of their own use of the Interface; except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the Interface. By posting or submitting Your Content through the Interface, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

7. THIRD PARTY SERVICES AND MATERIALS

- 7.1 Use of Third Party Materials in the Interface. The Interface may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites (such as Twitter, Discord, and other marketplaces or exchanges). By using the Interface, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials, Third-Party Platforms or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third party services, Third Party Materials, or third party websites, or for any other materials, products, or services of third parties. Third Party Materials, and links to other websites are provided solely as a convenience to you.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

8.1 Disclaimers.

- (a) Your access to and use of the Interface and smart contracts, code, software and any information made available to you through the Interface is at your own risk. You understand and agree that the Interface and smart contracts, code, software and any information made available to you through the Interface provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**the Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- (b) The Company Entities are not acting as a trustee or custodian and have no fiduciary duties to you. They are not responsible for transferring, safeguarding, or maintaining your private keys necessary to decrypt your Wallet or digital assets associated therewith. We have no ability to help you access or recover your private keys for your Wallet. You acknowledge and agree that the Company Entities have no responsibility or liability to you in any way arising from your use, misuse, or mishandling of private keys or third-party wallets, including for any security failures or other errors or failures of such wallets or private keys.
- (c) The information available on the Interface is provided solely for informational purposes. The pricing information data provided through the Interface does not represent an offer, a solicitation of an offer, or an offering of digital assets.

- (d) We do not provide investment, tax or legal advice, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate or suitable for you based on your personal objects. We do not broker trades on your behalf or otherwise act as an agent for any users. You are responsible for any reporting obligations you may have under applicable law or regulation (including in relation to tax) in relation to your interactions with smart contracts running on decentralized protocols that are accessed through the Interface. The Company Entities will not make any report on your behalf.
- (e) The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Interface and any smart contracts, code, software or any information made available to you through the Interface; (b) the operation or compatibility with any other application or any particular system or device, including any third party service providers; (c) whether the Interface or smart contracts, code, software or any information made available to you through the Interface will meet your requirements or be available on an uninterrupted, secure or error-free basis; (d) user errors or omissions, the deletion of, or the failure to store or transmit, content made available through the Interface or smart contracts, code, software or any information made available to you through the Interface; (e) personal injury or property damage resulting from any access or use of the Interface or smart contracts, code, software or any information made available to you through the Interface; (f) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (g) the prices displayed on the Interface; or (h) external events outside the Company's control. No advice or information, whether oral or written, obtained from the Company Entities or through the Interface, will create any warranty or representation not expressly made herein.

8.2 Limitations of Liability. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE INTERFACE OR SMART CONTRACTS, CODE, SOFTWARE OR ANY INFORMATION MADE AVAILABLE TO YOU THROUGH THE INTERFACE , HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE INTERFACE, SMART CONTRACTS, CODE, SOFTWARE OR ANY INFORMATION MADE AVAILABLE TO YOU THROUGH THE INTERFACE OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE INTERFACE OR SMART CONTRACTS, CODE, SOFTWARE OR ANY INFORMATION MADE AVAILABLE TO YOU THROUGH THE INTERFACE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY IS NOT LIABLE FOR YOUR CONTENT POSTED ON THE INTERFACE. THE COMPANY

ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE INTERFACE (OR OFFERINGS PURCHASED ON THE INTERFACE) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 Assumption of Risks.

- (a) You acknowledge and agree that there are risks associated with purchasing and holding digital assets and using blockchain technology. These include, but are not limited to, risk of losing access to digital assets due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable fiscal or regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks. We do not own or control the underlying software protocols which govern the operation of digital assets. We assume no responsibility for the operation of the underlying protocols and do not guarantee the functionality or security of network operations.
- (b) You acknowledge and agree that the Interface displays prices for specific Digital Assets, and the information used to determine such prices may be collected from Third Party Materials. It is solely your responsibility to examine, evaluate and select the interaction(s) you choose to enter into based on prices displayed on the Interface.
- (c) You acknowledge and agree that the markets for digital assets are highly volatile due to factors including, but not limited to, adoption, speculation, technology, security and regulation. You further acknowledge that the cost and speed of transacting with blockchain-based systems are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose some or all of their value while your Wallet is connected to the Interface, you may suffer loss due to the fluctuation of prices of tokens and you may experience significant price slippage and cost. You understand that anyone can create a digital asset, including fake versions of existing digital assets, and acknowledge and accept the risk that you may mistakenly trade those digital assets. You acknowledge that we are not responsible for any of these risks and cannot be held liable for any resulting losses that you experience while accessing or using the Interface.
- (d) We will not be liable or responsible to you for any failure in the intended function of any smart contracts, or any bugs, viruses, exploits, logic gaps, or malicious code which may be incorporated into any smart contracts, or which could be used to commit fraud or otherwise cause harm. You acknowledge that you have obtained sufficient information to make an informed decision to use the Interface and any smart contract, including carefully reviewing the code of the smart contract, and fully understand and accept the functions of the same.
- (e) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the Interface. Upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain networks may have unintended, adverse effects on all blockchains.

- 8.4 Indemnification. By entering into these Terms and accessing or using the Interface, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your access to or use of the Interface; or (d) your negligence or wilful misconduct.

9. ARBITRATION AND CLASS ACTION WAIVER

- 9.1 Notice of Claim and Dispute Resolution Period. If you have any concerns with the Interface or any features related to the Interface that we may support, please contact the Company first. If possible, we want to address your concerns without resorting to more formal means of resolution, including legal proceedings. You and the Company agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding). In the event the dispute cannot be resolved in an acceptable manner, and you wish to assert a legal claim against the Company, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to the Company. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your name and address and wallet address. The Notice of Claim should be submitted to the following email address: notices@bebop.xyz. After you have provided the Notice of Claim to the Company, the dispute referenced in the Notice of Claim may be submitted by either the Company or you to arbitration in accordance with the below clause 9.3 (Agreement to Arbitrate). For the avoidance of doubt, the submission of a dispute to the Company for resolution internally and the delivery of a Notice of Claim to the Company are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or the Company shall not be disclosed to the arbitrator.
- 9.2 Agreement to Arbitrate. You and the Company agree that, subject to the immediately preceding clause 9.1, any dispute, claim, difference or controversy between you and the Company Entities arising out of, in connection with, or relating in any way to the Terms or to your relationship with the Company Entities as a User (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Terms) including the existence, validity, interpretation, performance, breach of termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be determined by mandatory final and binding individual (not class) arbitration. You and Company further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited disclosure than in court. The arbitrator must follow this agreement and can award damages and grant relief as if he or she were a court of law in the United Kingdom (including, if applicable, costs), except that the arbitrator may not grant declaratory or injunctive relief in favour of anyone but the parties to the arbitration. The arbitration provisions set forth in this Section 9 will survive termination of these Terms.

- 9.3 Exceptions. As limited exceptions to Section 9.2 above: each Party retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of their intellectual property rights.
- 9.4 Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by JAMS under its JAMS Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect, except as modified by these Terms. The JAMS Rules are available at <https://www.jamsadr.com/>. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at <https://www.jamsadr.com/>.
- 9.5 Any arbitration hearings will take place in London, England, unless both Parties agree to a different location, but will be conducted remotely to the extent permitted by the JAMS Rules. The Parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of these provisions for arbitration.
- 9.6 Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.
- 9.7 Injunctive and Declaratory Relief. Except as provided above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favour of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in the courts of the British Virgin Islands and not in arbitration. The Parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- 9.8 Severability. With the exception of any of the provisions in Section 9.13 (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.
- 9.9 Time for Filing. ANY ARBITRATION AGAINST COMPANY MUST BE COMMENCED BY SERVING A REQUEST FOR ARBITRATION ON COMPANY BY EMAIL TO NOTICES@BEBOP.XYZ REQUESTING THAT THE DISPUTE BE REFERRED TO ARBITRATION WITHIN ONE (1) YEAR AFTER THE DATE THE USER ASSERTING THE CLAIM FIRST FOUND OUT OR REASONABLY SHOULD HAVE FOUND OUT THE ALLEGED ACT, OMISSION OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM IF NO REQUEST FOR ARBITRATION IS SERVED ON COMPANY WITHIN THAT TIME PERIOD.

- 9.10 **Notice.** If we request arbitration against you, we will serve the Request for Arbitration at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective and sufficient for all purposes, including without limitation to determinations of the adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with Company is up-to-date and accurate.
- 9.11 **Confidentiality.** You and Company agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration shall not be disclosed to third party except the tribunal, JAMS, the parties, their counsels, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other persons necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose such confidential information to the extent that disclosure is required to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of the Terms and conclusion or stay of any arbitration brought pursuant to the Terms.
- 9.12 **Class Action Waiver.** You and Company agree that any claims relating to the Terms or to your relationship with Company as a user (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Terms) shall be brought against Company in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of the Company. You hereby waive your rights to file a combined arbitration brought by multiple claimants against Company, and/or to seek the consolidation of multiple arbitrations and the joinder of additional parties to any arbitration. Any tribunal constituted under this agreement shall have no powers of consolidation or joinder, or any other basis to determine any claims other than on an individual basis.
- 9.13 **Opt-Out.** **You have the right to opt-out and not be bound by the arbitration and waiver of class provisions set forth in these Terms by sending written notice of your decision to opt-out to notices@bebop.xyz. The notice must be sent to Company within thirty (30) days of your starting to use the Interface or agreeing to these Terms (or if this clause 9.13 is amended hereafter, within 30 days of such amendment being effective), otherwise you shall be bound to arbitrate disputes in accordance with these Terms, and the notice must specify your name and mailing address. If you opt-out of these arbitration provisions, the Company also will not be bound by them.**

10. ADDITIONAL PROVISIONS

- 10.1 **Updating These Terms.** We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Interface. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Interface after the

modifications have become effective will be deemed your acceptance of the modified Terms.

- 10.2 **Termination.** If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your access to the Interface (or any part of the foregoing) with or without notice, for any or no reason. If the Company disables your access to the Interface for any suspected breach of these Terms by you, you are prohibited from re-registering for the Interface under a different Wallet. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.
- 10.3 **Injunctive Relief.** You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 10.4 **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing you with access to the Interface, including operating the Interface, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God, flood, fire, earthquake, epidemics, pandemics, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.
- 10.5 **Miscellaneous.** If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. These Terms are governed by the laws of the British Virgin Islands, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 9, or if arbitration does not apply, then the courts located in the British Virgin Islands. You and the Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.
- 10.6 **How to Contact Us.** You may contact us regarding the Interface or these Terms by e-mail at **hello@bebop.xyz**.