#### **TERMS OF USE**

#### 1. General

These terms and conditions ("Terms") govern the use of the Website (defined below) and the Services (defined below). These Terms also include any guidelines, announcements, additional terms, policies, and disclaimers made available or issued by us from time to time. These Terms constitute a binding and enforceable legal contract between TRIE LABS Limited and its affiliates ("Company", "Friendly Market", "we", "us") and you, an end user of the services ("you" or "User") at https://www.friendly.market/ ("Services"). By accessing, using or clicking on our website (and all related subdomains) or its mobile applications ("Website") or accessing, using or attempting to use the Services, you agree that you have read, understood, and to are bound by these Terms and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access or use the Website or the Services. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

We may modify, suspend or discontinue the Website or the Services at any time and without notifying you. We may also change, update, add or remove provisions of these Terms from time to time. Any and all modifications or changes to these Terms will become effective upon publication on our Website or release to Users. Therefore, your continued use of our Services is deemed your acceptance of the modified Terms and rules. If you do not agree to any changes to these Terms, please do not access or use the Website or the Services. We note that these Terms between you and us do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, our privacy policy, platform rules, guidelines and all other agreements entered into separately between you and us are deemed supplementary terms that are an integral part of these Terms and shall have the same legal effect. Your use of the Website or Services is deemed your acceptance of any supplementary terms too.

#### 2. Protocol

The Site is an interface that enables you to interact with the Protocol, which is a decentralised autonomous smart-contract system deployed on certain blockchain networks (the "**Protocol**"). The Protocol shall be available on the Casper Blockchain or more blockchain networks, the list of such networks may evolve from to time. It is further expressly acknowledged that we neither control nor operate the Protocol. Information and materials about the Protocol available on the Site are provided for the information purposes only, are not binding and do not form a part of these Terms.

The Protocol is comprised of smart-contracts deployed on the blockchain network(s) that operate in a decentralised and autonomous manner. These smart-contracts can be reviewed, verified, used, copied, modified, and distributed by anyone (subject to the terms of the applicable license). Accordingly, there might be other interfaces enabling interaction with the Protocol that we neither control nor are affiliated with. Furthermore, anyone can interact directly with the Protocol bypassing Friendly Market and other interfaces. You should carefully and thoroughly review and assess the Protocol and related software before you use them, and any such use shall be at your own risk. You should always do your own research.

You further acknowledge that we do not control the Protocol, its underlying blockchain networks, and any software through which such network is formed. Friendly Market only provide the users with the Site being an interface to access the Protocol. Accordingly, in no event shall Friendly Market be responsible for or held liable in connection with the Protocol, underlying blockchain networks or software, their operation, functioning, implementation, or use, and you hereby assume and accept

any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use thereof.

### 3. Your Digital Wallet

When using the Site, you may connect your digital wallet through one of the third-party software wallets compatible with Casper, or any other blockchain which may evolve from time to time. Software wallets constitute third-party Services and Friendly Market is not responsible for, does not endorse, shall not be held liable in connection with, and does not make any warranties, whether express or implied, as to the software digital wallets used by you with the Site or otherwise. When using third-party software wallets, you should review applicable terms and policies that govern your use of such software.

Friendly Market never receives access to or control over your digital Wallet or virtual assets held in such digital wallet. Therefore, you are solely responsible for securing your digital wallet and credentials thereto (including private key, seed phrase, password, etc.) You may disconnect your digital wallet from the Site at any time.

#### 4. Marketplace

The Website includes a decentralized platform for Internet users functioning as a marketplace. It allows you to bid, trade and transfer digital assets in the form of Non-Fungible Token ("NFT" or "NFTs").

You understand that the Website provides an introductory platform only, and that our responsibilities are limited to facilitating the user functionality and availability of the Website. We are not a reseller of digital assets and NFTs and neither are we a party to any agreement entered into between a buyer and a seller. We have no control over the conduct of buyers, sellers and any other users of the Website. We accept no liability for any aspect of the buyer and seller interaction, including but not limited to the description of digital assets and NFTs offered for sale and the delivery of them to you.

One or several payment methods shall be available on the Website, which may evolve from time to time. You may use any of the payment methods available to complete a transaction on the marketplace. Depending on the payment method used, fees may be applicable additionally to the digital asset or NFT purchase price. A limit on the maximum amount paid may be applicable on certain method of payment.

The purchase of any digital asset or NFT on the Website may include the collection of a commission to be paid to the original creator of the digital asset or NFT ("Royalty"), as solely determined by the creator of the digital asset and/or NFT. Such Royalty shall be a percentage of the total value of that transaction, and any subsequent sale transactions of the digital asset or NFT that is sold from one owner to the next. You acknowledge and agree that the Royalty will be collected through the Casper network, or other blockchain network, as a part of the payment transaction that you make and may be, in addition to, the purchase price of such digital asset or NFT.

Digital assets and NFT collections that we deem inappropriate, disruptive, or illegal are prohibited on the Website, unless specifically authorised for NSFW Content (as defined below). We reserve the right to determine the appropriateness of listings on the Website and have the discretionary power to remove any listing at any time. If you create or offer a digital asset, NFT or any other collection in violation of these policies, we may take corrective actions, as appropriate, including but not limited to removing the digital asset, NFT or such other collection, and permanently withhold the payment of any commissions and/or fees. Although Friendly Market cannot destroy or impound your digital assets, NFTs or such collections, we reserve the right to destroy inappropriate metadata stored on our servers.

Digital assets and NFT collections with a primary or substantial purpose in a game or application that violates international intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations are prohibited on the Website and will be removed, unless specifically authorised for NSFW Content (as defined below).

The Website may allow users and creators to access and create digital assets and NFT collections that contain nudity, pornography, political incorrectness, profanity, graphic violence or other potential morally disturbing subjects ("NSFW Content"). We reserve the right to limit, suspend or terminate your access to NSFW Content on the Website at any time and at our sole discretion, particularly if you violate or breach the Terms. We reserve the right to limit your access to NSFW Content only to a specific section of the Website, and to implement different policies and handling for NSFW Content. In order to access the NSFW Content, you acknowledge and confirm that you: (i) are at least 18 years or older, (ii) will avoid accessing the NSFW Content in any public or professional environments, and (iii) understand that by accessing the NSFW Content, you will be exposed to content (including graphics) that may contain nudity, pornography, political incorrectness, profanity, graphic violence or other potential morally disturbing subjects.

## 5. Eligibility

By accessing, using or clicking on our Website and using or attempting to use our Services, you represent and warrant that:

- (a) as an individual, legal person, or other organization, you have full legal capacity and authority to agree and bind yourself to these Terms;
- (b) you are at least 18 or are of legal age to form a binding contract under applicable laws;
- (c) your use of the Services is not prohibited by applicable law, and at all times compliant with applicable law, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing ("CTF");
- (d) you have not been previously suspended or removed from using our Services;
- (e) if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; and
- (f) you are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your user account.

# 6. **Identity Verification**

We and our affiliates may, but are not obligated to, collect and verify information about you in order to keep appropriate record of our users, protect us and the community from fraudulent users, and identify traces of money laundering, terrorist financing, fraud and other financial crimes, or for other lawful purposes.

We may require you to provide or verify additional information before permitting you to access, use or click on our Website and/or use or attempt to use our use or access any Service. We may also suspend, restrict, or terminate your access to our Website or any or all of the Services in the following circumstances: (a) if we reasonably suspect you of using our Website and Services in connection with any prohibited use or business; (b) your use of our Website or Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; or (c) you take any action that we deem as

circumventing our controls, including, but not limited to, abusing promotions which we may offer from time to time.

In addition to providing any required information, you agree to allow us to keep a record of that information during the period for which your account is active and within 2 years after your account is closed. You also authorize us to share your submitted information and documentation to third parties to verify the authenticity of such information. We may also conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud, and to take necessary action based on the results of such investigations. We will collect, use and share such information in accordance with our privacy policy.

If you provide any information to us, you must ensure that such information is true, complete, and timely updated when changed. If there are any grounds for believing that any of the information you provided is incorrect, false, outdated or incomplete, we reserve the right to send you a notice to demand correction, directly delete the relevant information, and as the case may be, terminate all or part of the Services we provide for you. You shall be fully liable for any loss or expense caused to us during your use of the Services. You hereby acknowledge and agree that you have the obligation to keep all the information accurate, update and correct at all times.

We reserve the right to confiscate any and all funds that are found to be in violation of relevant and applicable AML or CFT laws and regulations, and to cooperate with the competent authorities when and if necessary.

## 7. Restrictions

You shall not access, use or click on our Website and/or use or attempt to use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may NOT:

- (a) use our Website or use the Services in any dishonest or unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms;
- (b) violate applicable laws or regulations in any manner;
- (c) infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of Friendly Market or any proprietary rights of other third parties;
- (d) use our Website or use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programmes or computer code designed to adversely affect the operation of any computer software or hardware;
- (e) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy, monitor, replicate or bypass the Website or the Services;
- (f) make any back-up or archival copies of the Website or any part thereof, including disassembling or de-compilation of the Website;
- (g) violate public interests, public morals (except in relation to NSFW Content), or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using our Website and the Services;
- (h) offer to sale on the Website digital assets, NFTs and other collections that we deem inappropriate, disruptive (except in relation to NSFW Content), or illegal;
- (i) use the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);

- (j) attempt to access any part or function of the Website without authorization, or connect to the Website or Services or any Company servers or any other systems or networks of any the Services provided through the services by hacking, password mining, phishing, cracking or any other unlawful or prohibited means;
- (k) probe, scan or test the vulnerabilities of the Website or Services or any network connected to the properties, or violate any security or authentication measures on the Website or Services or any network connected thereto;
- (I) reverse look-up, track or seek to track any information of any other Users or visitors of the Website or Services;
- (m) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Website or Services, or the infrastructure of any systems or networks connected to the Website or Services;
- (n) use any devices, software or routine programs to interfere with the normal operation of any transactions of the Website or Services, or any other person's use of the Website or Services; or
- (o) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Friendly Market or the Website.
- (p) manipulate the price of a Digital Asset in any way, including bidding on your own items, preventing bidding, or using the Platform to conceal economic activity.

By accessing the Services, you agree that we have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice.

#### 8. Fee And Payment

Any purchases from the Website will be done through smart contracts on a blockchain using a wallet compatible with Casper, or any other blockchain as may evolve from time to time. Any financial transactions that you engage in will be conducted solely through the Blockchain via a wallet. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Website, or any other transactions that you conduct via the Casper network, or other blockchain networks.

We may implement at our sole discretion, additional means of payments (including but not limited to) fiat or cryptocurrency payments that are provided by independent third party service providers that we have partnered with. Such fiat or cryptocurrency payment options will be directly accessible on the Website. You, however, acknowledge and understand that we have no insight into, or direct control over, the services provided by such third party service providers and we shall have no liability to you or to any third party for any claims or damages that may arise from your use of such services. The use of any third party payment services available on our Website will likely have its own set of rules and guidelines for usage of such services. We do not endorse, and we shall not be responsible or liable for, any content, advertising, products, payment mechanisms and processes or materials on or available from your use of such services.

Casper, and other blockchain networks, require the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the Casper network, or other blockchain networks. The Gas Fee funds the network of computers that run the decentralized Casper network, or other blockchain networks. This means that you will need to pay a Gas Fee for each blockchain transaction that occurs via the Website.

In addition to the Gas Fee, Friendly Market might implement the collection of a commission each time you utilize a Smart Contract to conduct a transaction with another user via the Website ("Commission"), such Commission might be a percentage of the total value of that transaction and/or a fixed fee as solely determine by Friendly Market. In such case, you acknowledge and agree that the Commission will be transferred directly to us through the Casper network, or other blockchain networks, as a part of the transaction.

#### 9. Termination

Friendly Market may terminate, suspend, or modify your access to Website and/or the Services, or any portion thereof, immediately and at any point, at its sole discretion. Friendly Market will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services. Upon termination of your access to the Services, these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

#### 10. Advertiser

We allow advertisers to display their advertisements and other information in certain areas of the Website such as sidebar advertisements or banner advertisements. If you are an advertiser, you should take full responsibility for any advertisements you place on the Website, and any services provided on the Website, or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Website, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

#### 11. Disclaimers

OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. FRIENDLY MARKET DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, INCLUDING MOBILE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR FREE OF ERROR, HARMFUL COMPONENTS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS AND WILL NOT BE LIABLE FOR ANY LOSSES RELATING THERETO. FRIENDLY MARKET DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, THE SERVICES OR ANY MATERIALS OF FRIENDLY MARKET ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NONE OF FRIENDLY MARKET OR ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, INTANGIBLE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO:

- (a) ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF FRIENDLY MARKET OR ITS AFFILIATES (INCLUDING NSFW CONTENT ACCESSIBLE ON THE WEBSITE);
- (b) ANY AUTHORIZED OR UNAUTHORIZED USE OF THE WEBSITE OR SERVICES, OR IN CONNECTION WITH THIS AGREEMENT;
- (c) ANY INACCURACY, DEFECT OR OMISSION OF ANY DATA OR INFORMATION ON THE WEBSITE;
- (d) ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA;
- (e) ANY DAMAGES INCURRED BY ANY ACTIONS, OMISSIONS OR VIOLATIONS OF THESE TERMS BY ANY THIRD PARTIES;
- (f) ANY LOSS OR DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS NOT AUTHORIZED BY FRIENDLY MARKET, INCLUDING BUT NOT LIMITED TO ANY VIRUS, ATTACK, THEFT, OR OTHER SECURITY THREATS, SECURITY BREACH OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL DAMAGING COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, SOURCE CODE, SMART CONTRACT OR OTHER PROPRIETARY MATERIAL; OR
- (g) ANY LOSS OR DAMAGE ASSOCIATED WITH THE BLOCKCHAIN UNDERLYING TECHNOLOGY NOT FUNCTIONING AS INTENDED, PROTOCOL DEFICIENCIES, OR TECHNOLOGICAL FAILURE.

EVEN IF FRIENDLY MARKET KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF OUR GROSS NEGLIGENCE, ACTUAL FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW OR EXCEPT IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS PROVISION WILL SURVIVE THE TERMINATION OF THESE TERMS.

WE MAKE NO WARRANTY AS TO THE MERIT, LEGALITY OR JURIDICAL NATURE OF ANY TOKEN SOLD ON OUR PLATFORM (INCLUDING WHETHER OR NOT IT IS CONSIDERED A SECURITY OR FINANCIAL INSTRUMENT UNDER ANY APPLICABLE SECURITIES LAWS).

#### 12. Intellectual Property

All present and future copyright, title, interests in and to the Services, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights that exist in or in relation to the use and access of the Website and the Services are owned by or otherwise licensed to Friendly Market. Subject to your compliance with these Terms, we grant you a non-exclusive, non-sub license, and any limited license to merely use or access the Website and the Services in the permitted hereunder.

Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any other third party's intellectual rights.

If and to the extent that any such intellectual property rights are vested in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights back to us.

You agree and acknowledge that all content on the Website must not be copied or reproduced, modified, redistributed, used, created for derivative works, or otherwise dealt with for any other reason without being granted a written consent from us.

Third parties participating on the Website may permit us to utilise trademarks, copyrighted material, and other intellectual property associated with their businesses. We will not warrant or represent that the content of the Website does not infringe the rights of any third party.

## 13. Independent Parties

Friendly Market is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership or franchise between the parties.

#### 14. No Professional Advice

All information provided on the Website and throughout our Services is for informational purposes only and should not be construed as professional advice. We do not provide investment advice and any content contained on the Website should not be considered as a substitute for tailored investment advice. Investing in digital assets is highly risky and may lead to a total loss of investment. You must have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to appreciate the risks involved in dealing in digital assets. You understand and agree that the value of digital assets can be volatile, and we are not in any way responsible or liable for any losses you may incur by using or transferring digital assets in connection with our Services. You should not take, or refrain from taking, any action based on any information contained on the Website. Before you make any financial, legal, or other decisions involving our Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

## 15. Indemnification

You agree to indemnify and hold harmless Friendly Market and its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors from and against any potential or actual claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to:

- (a) your use of, or conduct in connection with, the Website or Services;
- (b) your breach or our enforcement of these Terms; or
- (c) your violation of any applicable law, regulation, or rights of any third party during your use of the Website or Services.

If you are obligated to indemnify Friendly Market and its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors pursuant to these Terms, Friendly Market will have the right, in its sole discretion, to control any action or proceeding and to determine whether Friendly Market wishes to settle, and if so, on what terms.

Your obligations under this indemnification provision will continue even after these Terms have expired or been terminated.

#### 16. Taxes

As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the Services. Except for income taxes levied on the Company, you: (i) will pay or reimburse us for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as

required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

#### 17. Confidentiality

You acknowledge that the Services contain Friendly Market' and its affiliates' trade secrets and confidential information. You agree to hold and maintain the Services in confidence, and not to furnish any other person any confidential information of the Services or the Website. You agree to use a reasonable degree of care to protect the confidentiality of the Services. You will not remove or alter any of Friendly Market' or its affiliates' proprietary notices. Your obligations under this provision will continue even after these Terms have expired or been terminated.

## 18. Anti-Money Laundering

Friendly Market expressly prohibits and rejects the use of the Website or the Services for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations. By using the Website or the Services, you represent that you are not involved in any such activity.

## 19. Force Majeure

Friendly Market have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its Services and business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

## 20. Jurisdiction and Governing Law

The parties shall attempt in good faith to mutually resolve any and all disputes, whether of law or fact, and of any nature whatsoever arising from or with respect to these Terms. These Terms and any dispute or claim arising out of or in connection with the Services or the Website shall be governed by, and construed in accordance with, the laws of the British Virgin Islands.

Any dispute that is not resolved after good faith negotiations may be referred by either party for final, binding resolution by arbitration under the arbitration rules of the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English.

Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## 21. Severability

If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect.

If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

#### 22. Notices

All notices, requests, demands, and determinations for us under these Terms (other than routine operational communications) shall be sent to *team@trielabs.org*.

## 23. Assignment

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from Friendly Market, including any right or obligation related to the enforcement of laws or the change of control. Friendly Market may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

## 24. Third Party Rights

No third party shall have any rights to enforce any terms contained herein.

# 25. Third Party Website Disclaimer

Any links to third party websites from our Services does not imply endorsement by us of any product, service, information or disclaimer presented therein, nor do we guarantee the accuracy of the information contained on them. If you suffer loss from using such third party product and service, we will not be liable for such loss. In addition, since we have no control over the terms of use or privacy policies of third-party websites, you should carefully read and understand those policies.

BY MAKING USE OF OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF ENCRYPTED OR DIGITAL TOKENS OR CRYPTOCURRENCIES WITH A CERTAIN VALUE THAT ARE BASED ON BLOCKCHAIN AND CRYPTOGRAPHY TECHNOLOGIES AND ARE ISSUED AND MANAGED IN A DECENTRALIZED FORM ("DIGITIAL CURRENCIES"); (B) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES; AND (C) FRIENDLY MARKET SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES. AS WITH ANY ASSET, THE VALUES OF DIGITAL CURRENCIES ARE VOLATILE AND MAY FLUCTUATE SIGNIFICANTLY AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSS WHEN PURCHASING, HOLDING OR INVESTING IN DIGITAL CURRENCIES.