#### STRATA.IM TERMS OF SERVICE

### Scope

These terms govern use of the strata.im website and associated online and blockchain apps (the "**Services**"). The operator of the website may offer other products and services. These terms apply only to use of the Services.

Strata.im is a token-gated group chat built on Solana. All messages run through the Solana Blockchain and are fully encrypted via Lit Protocol.

These terms include important provisions governing your use of our Services. These provisions affect such matters as your right to use our Services, actions you are prohibited from taking with respect to our Services, disclaimers regarding liability, and your waiver of the right to bring a suit in a court of law and to a jury trial. Before using our Services, make sure that you read and understand all of these terms and the accompanying privacy policy at https://strata.im/privacy-policy.pdf.

Some of the operations of our Services may involve "smart contracts" or "decentralized autonomous organizations" ("DAOs") on the Solana blockchain. The Operator (as defined below) may not exercise complete control over such smart contracts or DAOs. You bear all responsibility and liability for your use of such smart contracts and DAOs. See the "Disclaimers" section of these terms for more information.

No information on our Services is a recommendation, solicitation or offer to buy or sell any securities, options or other financial instruments or assets. See the "Disclaimers" section of these terms for more information.

# **Important Terms**

These terms include a number of especially important provisions that affect your rights and responsibilities, such as the disclaimers in **Disclaimers**, limits on the Operator's legal liability to you in **Limits on Liability**, your agreement to reimburse the Operator for problems caused by your misuse of our Services in **Your Responsibility**, and an agreement about how to resolve disputes in **Disputes**.

Wum.bo Inc. operates the Services. It is referred to in this document as the "**Operator**" or "**we**" or "**us**."

Using our Services may require that you pay a fee to the Operator. Using our Services may also require that you pay a fee to parties other than the Operator, such as gas charges on the blockchain to perform a transaction. You acknowledge and agree that the Operator has no control over such transactions, the method of payment of such transactions or any actual payments of transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your protocol-compatible wallet address to complete any transaction on the blockchain or Services before initiating such transaction.

#### **Your Permission to Use our Services**

Subject to these terms, the Operator gives you permission to use our Services. You can't transfer your permission to anyone else. Others need to agree to these terms for themselves to use our Services. If you violate any provision of this agreement for any reason, this agreement will automatically terminate and you must cease and desist from any further use of our Services.

### **Conditions for Use of our Services**

Your permission to use our Services is subject to the following conditions:

- 1. You must be at least eighteen years old.
- 2. You may no longer use our Services if the Operator tells you that you may not.
- 3. You must follow **Acceptable Use** and **Content Standards**.

# **Acceptable Use**

- 1. You may not break the law using our Services.
- 2. You may be required to register to use the Services. You may not provide inaccurate or incomplete information when you register.
- 3. Some transactions involving cryptographic assets on our Services (or other services linked to our Services) may implicate securities laws or other laws. To be careful, we may "geoblock" our Services, or certain

parts of our Services, from being accessible in certain jurisdictions. You agree that you will not attempt to circumvent or otherwise defeat or bypass any "geoblocks," and that any attempt to do so is a violation of these terms. You understand that if we "geoblock" (or do not "geoblock") any resource, that doesn't mean that we (or anyone else) are making a statement regarding whether any interaction with our Services is legal. It is your responsibility to research any activity you wish to perform to determine whether it is legal.

- 4. You may not use or try to use anyone else's account on our Services (or to connect with anyone else's wallet) without their specific permission.
- 5. You may not send advertisements, chain letters, or other solicitations through our Services, or use our Services to gather addresses for distribution lists.
- 6. You may not automate access to our Services, or monitor our Services, such as with a web crawler, browser plug-in or add-on, or other computer program that is not a web browser. You may crawl the website to index it for a publicly available search engine, so long as you abide by the rules of any robots.txt file on the website.
- 7. You may not use our Services to send e-mail to distribution lists, newsgroups, or group mail aliases.
- 8. You may not falsely imply that you're affiliated with or endorsed by the Operator.
- You may not hyperlink to images or other non-hypertext content on our Services.
- 10. You may not show any part of our Services on other websites with iframes or similar methods.
- 11. You may not remove any marks showing proprietary ownership from materials you download from our Services.
- 12. You may not disable, avoid, or circumvent any security or access restrictions of our Services.
- 13. You may not strain infrastructure of our Services with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems the Operator uses to provide our Services.
- 14. You may not impersonate others through our Services.
- 15. You may not encourage or help anyone in violation of these terms.

- 16. You may not have been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State.
- 17. You have not been placed on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; HM Treasury Sanctions List; Politically Exposed Persons List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.

#### **Content Standards**

- You may not submit content to our Services (including usernames or other identifiers) that is illegal, offensive, or otherwise harmful to others. This includes content that is harassing, inappropriate, or abusive. The Operator decides what constitutes content that is illegal, offensive, or harmful to others.
- 2. You may not submit content to our Services that infringes anyone's intellectual property rights, violates anyone's privacy, or breaches agreements you have with others.
- 3. You may not submit content to our Services containing malicious computer code, such as computer viruses or spyware.
- 4. You may not submit content to our Services as a mere placeholder to hold a particular address, username, or other unique identifier.
- 5. You may not use our Services to disclose information from or about others that you don't have the right to disclose.

#### **Enforcement**

- The Operator may investigate and prosecute violations of these terms to the fullest legal extent. The Operator may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these terms.
- 2. The Operator reserves the right to change, redact, and delete content on our Services for any reason. If you believe someone has submitted

content to our Services in violation of these terms, contact the Operator immediately. See **Contact**.

#### **Our Content**

- 1. The Operator either owns or licenses all intellectual property in the Services.
- 2. Subject to these terms, the Operator grants you a limited license to access and use the intellectual property in the Services to the extent necessary to access and use the Services.
- 3. Nothing in these terms gives you ownership rights of any kind in the Operator's content or intellectual property.

#### **Your Content**

- 1. Nothing in these terms gives the Operator any ownership rights in content or intellectual property that you share with our Services, such as your account information and content you submit to our Services.
- 2. Between you and the Operator, you remain solely responsible for content you submit to our Services. You agree not to wrongly imply that content you submit to our Services is from, sponsored by, or approved by the Operator. These terms do not obligate the Operator to store, maintain, or provide copies of content you submit.
- 3. Content you submit to our Services belongs to you (except as otherwise noted in this document), and you decide how to license it to others. But at a minimum, you license the Operator to provide content that you submit to our Services to other users of our Services. That special license allows the Operator to copy, publish, and analyze content you submit to our Services.
- 4. When content you submit is removed from our Services, whether by you or by the Operator, the Operator's special license ends when the last copy disappears from the Operator's backups, caches, and other systems. Other licenses you give for your content may continue after your content is removed. Those licenses may give others, or the Operator itself, the right to share your content through our Services again.
- 5. The Operator has the right to moderate your submitted content.

# **Your Responsibility**

You agree to reimburse the Operator for all the costs of legal claims by others related to:

- 1. your breach of these terms;
- 2. breach of these terms by others using your account;
- 3. your violation of the rights of a third party; or
- 4. any overt harmful act toward any other user of the services with whom you connected via the Services.

Both you and the Operator agree to notify the other side of any legal claims you might have to reimburse the Operator for as soon as possible. If the Operator fails to notify you of a legal claim promptly, you won't have to reimburse the Operator for costs that you could have defended against or lessened with prompt notice.

You agree to allow the Operator to take over investigation, defense, and settlement of legal claims you would have to reimburse the Operator for, and to cooperate with those efforts. The Operator agrees not to enter any settlement that admits you were at fault or requires you to do anything without your permission.

#### **Disclaimers**

- 1. If you are launching a chat room and accompanying admission token, you represent that you have undertaken an US securities law analysis of the token and determined its status as a non-security.
- 2. You accept all risk of using our Services and their content. As far as the law allows, the Operator provides our Services and its content "as is," without any warranty whatsoever. This includes the implied warranties of merchantability, fitness for a particular purpose, or noninfringement.
- 3. At any time, your access to your tokens or other cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use which may result in your tokens or other cryptocurrency assets diminishing in value or you being unable to complete a smart contract.
- 4. The Services may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.

- 5. In some cases, the tokens or other cryptocurrency assets in your account or wallet may pose a threat to the assets of other users, to our Services, or to any associated blockchain protocols; or may risk triggering "sell-offs" or other provisions in smart contracts. If that happens, subject to the provisions or governance mechanisms of any relevant DAOs, the Operator may take control of your wallet or assets and perform operations on your behalf, including selling or transferring cryptographic assets, to stabilize or otherwise ameliorate any risk or threat. You understand and agree to this emergency intervention by the Operator.
- 6. The website may hyperlink to and integrate websites and services run by others. The Operator does not make any warranty about services run by others, or content they may provide. Use of services run by others may be governed by other terms between you and the one running service.
- 7. You agree that you understand the inherent risks associated with cryptographic systems, including hacking risks and future technological development.
- 8. You agree that you have an understanding of the usage and intricacies of native cryptographic tokens. You acknowledge and understand that you alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to blockchain resources and your blockchain wallet.
- 9. No information on our Services is a recommendation, solicitation or offer to buy or sell any securities, options or other financial instruments or assets. The Services do not provide any investment advice or service. No statement on our Services is an offer to sell or a solicitation of an offer to buy any security. The Operator and its affiliates are not responsible for any information provided by third parties. The information in our Services has been prepared without reference to anyone's investment needs or financial situation.
- 10. The Services are not intended for, and may not be used by, any person or entity in any jurisdiction where they are against the laws, rules or regulations of any governmental authority or where the Operator is not authorized to provide such information or services. Some products and services described on our Services may not be available in all jurisdictions or to all clients.

11. You understand that you are not relying on the Operator or anybody associated with the Operator in making any decision related to investments. If you want to make decisions concerning your business or investments, you should consider seeking the advice of a qualified professional. The Operator does not endorse any investments and is not responsible for any transactions you enter into with other users. You agree that the Operator and anybody associated with the Operator is not responsible for any loss or damages of any sort incurred as a result of any interactions between you and other users.

# **Limits on Liability**

- As far as the law allows, the Operator isn't liable to you for any: (a) financial losses; (b) loss of use, data, business or profits; or (c) indirect, special consequential, exemplary, or punitive damages.
   This is the case whether or not the Operator warned you of the possibility of such damages.
- 2. You agree that you will defend, indemnify and hold harmless the Operator, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services.

#### **Termination**

- 1. Either you or the Operator may end this agreement at any time. When this agreement ends, your permission to use our Services also ends.
- 2. If you violate any provision of this agreement for any reason, this agreement will automatically terminate and you must cease and desist from any further use of our Services.
- 3. The following sections continue after this agreement ends: Your Content, Feedback, Your Responsibility, Disclaimers, Limits on Liability, and General Terms.

### **Disputes**

- The law of Delaware will govern these terms and all legal proceedings related to these terms or your use of our Services, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA), or any choice of law provisions that would result in the application of any other law.
- 2. All disputes related to our Services under these terms will be heard by arbitration in Delaware. The arbitration will be in English and heard by one arbitrator. The arbitrator's judgment will be final and enforceable in any court of competent jurisdiction.
- 3. The Parties may litigate in court:
  - a. to compel arbitration;
  - b. to stay proceedings pending arbitration; or
  - c. to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- 4. If, for any reason, a dispute is heard in a court of law, both sides agree to bring any proceedings related to this agreement (other than the enforcement of a judgment) only in courts of competent jurisdiction in Delaware.
- 5. Neither you nor the Operator will object to jurisdiction, forum, or venue in those courts.
- 6. Both sides waive their rights to trial by jury, and agree to bring any legal claims related to this agreement as individuals, not as part of a class action or other representative proceeding.

### **General Terms**

 If a section of these terms is unenforceable as written, but could be changed to make it enforceable, that section should be changed to the minimum extent necessary to make it enforceable. Otherwise, that section should be removed, and the others should be enforced as written.

- 2. You may not assign this agreement to someone else. The Operator may assign this agreement to any affiliate of the Operator, any other company that obtains control of the Operator, or any other company that buys assets of the Operator related to our Services. Any attempt to assign against these terms has no legal effect.
- 3. Neither the exercise of any right under this agreement, nor waiver of any breach of this agreement, waives any other breach of this agreement.
- 4. These terms, plus the terms on any Services incorporating them by reference, are all the terms of agreement between you and the Operator about use of our Services. This agreement entirely replaces any other agreements about your use of our Services, written or not.

#### **Contact**

- 1. You may notify the Operator under these terms, and send questions to the Operator, at: help@wum.bo.
- 2. The Operator may notify you under these terms using the e-mail address you provide for your account on our Services, or by posting a message to the homepage of the website or your account page.

# **Changes**

- 1. The Operator may update the terms of service for our Services.

  The Operator will post all updates to our Services. The Operator may also announce updates with special messages or alerts on our Services.
- 2. Once you get notice of an update to these terms, you must agree to the new terms in order to keep using our Services.