

## TERMS OF USE/SERVICE

Effective Date: 22/03/2023

Bluceducare Ltd using the common name of Web3bridge builds blockchain software, products, and services that enable individuals and organizations to interact with the Blockchain space and conduct varying business transactions. These terms govern the use of Safekeep only and all the features that it offers except where we expressly state that these terms of use bind other products or services.

Safekeep (collectively, “we”, “us” “our” “the company”, “Company” or “Web3bridge”) provides you access to our product(s) and services (defined below) which is subject to the terms and conditions described in this document (these “Terms of Use/Service”) and any other guidelines, rules or licenses issued or posted in connection with the usage of our products and services provided by us and this serves as an agreement between us and you or the entity you represent (“you”, “your”).

These Terms of Use (this “Agreement” or the “Terms”) govern your access and usage of our website where the terms are posted on our (“Site”), our mobile application (the “App”), our APIs, and other related content, (this wholistically includes the Site, and the App, otherwise called our “Product” or “Products”).

THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN INSTANTANEOUS COURT ACTION OR CLASS ACTIONS. **SO, PLEASE READ THEM CAREFULLY.**

By downloading, installing, or using the Products in any manner, you agree to be bound by these Terms and you further agree to comply with and be bound by any specific applicable regulations, supplemental, or third-party licenses or terms when using any of our Products.

***IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS IN THESE TERMS, YOU SHOULDN'T ACCESS THE APP OR YOU MAY IMMEDIATELY STOP USING OUR PRODUCTS, AND CANCEL ANY ACCOUNT CREATED.***

These Terms are originally drafted in English. If there is any conflict between the English-language version of these Terms and a version translated into another language, the English-language version will prevail.

If you have questions, or complaints concerning these Terms or our Products, or if these Terms are not clear enough, kindly visit the support page or send an email to our support desk at [support@safekeep.finance](mailto:support@safekeep.finance)

***KINDLY TAKE NOTE: WE DO NOT PROVIDE INVESTMENT, FINANCIAL ADVICE, OR BUREAU CONSULTING SERVICES. WE ARE SOLELY A CRYPTO-STORAGE OR SAFETY PRODUCT AND WE DO NOT ADVISE OR MAKE RECOMMENDATIONS ABOUT ENGAGING IN DIGITAL ASSET TRANSACTIONS, TRADING, OR INVESTING. DECISIONS TO ENGAGE IN TRANSACTIONS OR PERFORM OPERATIONS INVOLVING DIGITAL ASSETS SHOULD BE TAKEN ON YOUR OWN ACCORD***

## **PRODUCT OVERVIEW**

SafeKeep is an EIP-2535 composable smart contract wallet that serves as a vault for the storage and preservation of crypto assets. SafeKeep can also be regarded as an on-chain Will which allows for legacy inheritor(s) to be assigned crypto assets kept in the vault, in the case of unforeseen circumstances, which may include the loss of mnemonic phrases or even death of the account holder.

## **USER ACCOUNT**

Our product is a decentralized software where we do not collect your data during registrations, all you need to do is to connect your wallet using any of the Ethereum-compatible signers. This is because from time to time when you conduct transactions on Safekeep, you will need to sign those transactions from your account, and the gas fee/transaction fee for that transaction will be paid by the owner of the account.

However, whatever data is collected from you is to ensure transparency of transaction, and delivery of the value of services or products provides.

## **ELIGIBILITY**

**OUR PRODUCTS ARE AVAILABLE TO EVERYONE WHO HAS A FUNDAMENTAL AND FOUNDATION UNDERSTANDING OF THE BLOCKCHAIN NETWORK.** Thus, if possess the requisite knowledge of blockchain technology you can use our products, however, if you are under the legal age of majority in your country/state of residence, your parent or guardian must review and agree to be bound by these Terms on your behalf and must supervise your use of the Products.

**HENCE, YOU MAY NOT ACCESS OR USE THE SITE, ACCESS OR USE ANY PRODUCTS IF YOU (A) DO NOT AGREE TO THESE TERMS OF SERVICE, AND OUR PRIVACY POLICY (B) ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US AS PROVIDED UNDER YOUR NATIVE LAWS AND REGULATIONS OR YOUR PARENT OR LEGAL GUARDIAN HAS NOT AGREED TO THESE TERMS OF SERVICE AND YOUR USE OF OR ACCESS TO THE PRODUCTS, OR (C) ARE PROHIBITED BY APPLICABLE LAW FROM ACCESSING OR USING ANY PRODUCT.**

Bearing in mind that our product is a decentralized software, we do not have access to your account, and so we expect that you will comply with these terms.

## **YOUR OBLIGATIONS**

As our user, you have certain obligations to the usage of our product and they include the following:

1. ***Your Accounts.*** For all financial transactions that occur in your account, except to the proven extent caused by our breach of this Agreement, (a) you are totally and completely responsible for all activities that occur in your account, regardless of whether the activities are authorized or undertaken by you, your employees or a third party (including your contractors, agents or other End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated by third parties.
2. ***Your Use.*** You are responsible for all activities that occur through your use of those transactions that do not require an account, except to the extent caused by our breach of this Agreement, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or other End Users). We and our affiliates are not responsible for unauthorized access that may occur during your use of our services, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated by third parties. You will ensure that your use of our product does not violate any applicable law.
3. ***Your Security and Backup.*** You are solely responsible for properly configuring, transacting, signing, and otherwise taking appropriate action to secure, protect, and back up *your accounts and/or Your Content* in a manner that will provide appropriate security and protection, which might include the use of encryption.

This includes your obligation under this Agreement to record and securely maintain any passwords or backup security phrases (i.e. “seed” phrases) that relate to your use of this platform. You acknowledge that you will not share with us nor any other third party any password or backup/seed phrase that relates to your use of the platform, and that we will not be held responsible if you do share any such phrase or password.

Although, we have a feature that automatically transfers your assets in our App to a designated account provided by you, upon completion of 6 months of inactivity on your account. However, your seed phrases, passwords, contents, and agreements are your sole responsibility.

4. ***Log-In Credentials and API Authentication.*** To the extent we provide you with log-in credentials and API authentication generated by the business app, such log-in credentials and API authentication are for your use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your password or private key to your agents and subcontractors performing work on your behalf.

## **MODIFICATION AND UPDATING OF OUR SERVICES**

We reserve the right to change, update, or modify these Terms of Use at any time, and at our sole discretion. In such cases, we will notify you of any material changes to the terms and conditions of these Terms of Use or any service or other feature of the Services. For example, by revising the date at the top of the updated Terms, or as a pop-up or push notification within the Products and you must accept such changes to continue your use and access to our products. Equally, it is your responsibility to review the Terms regularly and to check the Product for updates.

Any change or modification to this Terms of Use will be effective immediately upon posting by Safekeep on its Websites or applications, or as of the date indicated in the updated Terms of Use. By continuing to access or use our Product after updates become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must immediately stop using our Products, uninstall and delete any copies in your possession, send out all your assets, and delete any account with us.

Finally, we may also update, change, suspend, or discontinue any of the Products (or any part, content, or feature) at any time, with a 72 hours notice and without liability to you or anyone else.

## NON-CUSTODIAL AND NON-FIDUCIARY DUTIES

For the avoidance of doubt and emphasis, this decentralized website/application is purely a non-custodial application, meaning **you are totally and solely responsible for the custody of the cryptographic private keys to the digital asset wallets associated with your account**. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement, to which you have agreed.

## PRIVACY POLICY

In connection with your use of Safekeep, we may collect, store, use, share, and/or process certain information about you and your interaction with our Software. For further explanation on how we treat information collected and received from you when you use the product, please see our Privacy Policy.

## USER CONDUCT POLICY/PROHIBITED ACTIVITIES

You agree that you will not, and will not permit any person accessing our Products using your account to;

- ➔ Use the Products in any manner not permitted by these Terms.
- ➔ Use the Products for any purposes prohibited by applicable laws or regulations, or in any manner that violates or infringes upon the rights of others.
- ➔ Import, submit, upload, insert, create, publish, post, communicate, or transmit to others in any way whatsoever, any unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, sexual, obscene, offensive, threatening, hateful, violent, harassing, discriminatory or racist content, any content that promotes or incites any of the foregoing, or any content that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).
- ➔ Copy, mutate, use any data mining algorithm, or modify the Products (except as expressly permitted by these Terms).
- ➔ Use the Products in a manner that interferes with, degrades, or disrupts the integrity or performance of any of our networks, technologies, products, or services.
- ➔ Use any data mining or similar automated or manual data extraction, gathering, or scraping methods in connection with the Products.

- ➔ Circumvent, bypass, defeat, modify, tamper, or disable any content protection system, digital rights management, security feature, or functionality in the Products.
- ➔ Reproduce, duplicate, copy, sell, resell, display, publish, transfer, distribute, create derivative works of, or exploit for any commercial purposes any portion of the Services, any Content (as defined below), or any other aspect of our operations, other than as expressly allowed under this Terms of Use;
- ➔ Reverse-engineer, decompile, disassemble, or otherwise access the source code for any software that may be used to operate the Services;
- ➔ Use Safekeep's name, trademarks, service marks, or other materials in connection with, or to transmit, any unsolicited communications or emails;
- ➔ Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym or misrepresenting your affiliations with a person or entity, past or present;

In addition, you may not post, upload, transmit to, or otherwise make available through the Services any content, communications, or other information (collectively, "Unauthorized Content"):

- that is obscene, fraudulent, indecent, or libelous or that defames, abuses, harasses, discriminates against, or threatens others;
- that contains any viruses, Trojan horses, worms, phishing devices, cancelbots, or other disabling devices or other harmful components intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information
- that you do not have the right to disclose or make available under any law or contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- that infringes the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property or proprietary right of any third party;
- that violates the rights of other Users of the Services; or
- that violates any applicable local, state, national, or international law or otherwise advocates or encourages any illegal activity.

You may only share the User Content that is non-confidential and you have all necessary rights to disclose. You may not upload, edit, create, store, or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent.
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any person, or otherwise create liability or violate any local, state, national, or international law.
- Sexualizes other people, including minors or that is intended to facilitate inappropriate interactions with minors, other users, or the public.
- May infringe, misappropriate or violate any patent, trademark, trade secret, copyright, or other intellectual or proprietary rights of any person.
- Contains any private or personal information of any person without such person's consent.
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying Safekeep, or that may expose us or others to any harm or liability of any type.

You further agree not to engage in, or attempt to engage in, any of the following categories of prohibited acts concerning your access and use of our products:

- **Cyberattack.** Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.
- **Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information to unlawfully obtain the property of another.
- **Market Manipulation.** Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.
- **Securities and Derivatives Violations.** Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives.
- **Any Other Unlawful Conduct.** Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by our legislation.

## **NOT REGISTERED WITH SEC**

It is necessary that we mention, that we are not registered with any Securities and Exchange Commission as a national securities exchange or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf nor do we collect or earn fees from your transactions on the Protocol. We also do not facilitate the execution or settlement of your trades, which occur entirely on the publicly distributed Ethereum blockchain. The only thing we do is specified in our Product Use case

## **SAFEKEEP INTELLECTUAL PROPERTY**

The Services are owned and operated by us. All content or other material available through our services, including, but not limited to, information on the Websites, online lectures, speeches, video or other lessons, applications, pre-assessments and assessments, badges, quizzes, presentation materials, programs, code, licenses, and other images, text, layouts, arrangements, displays, illustrations, documents, surveys, materials, audio and video clips, HTML, and files (collectively, the "Content"), are the property of Blocoeducare (our parent company) and/or its affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual property rights under Nigerian and foreign law.

Safekeep's logos, trademarks, and service marks which may appear on the Website(s), throughout the Services, and video samples, are our property and are protected under Nigerian and foreign laws. All other trademarks, service marks, and logos used on the Services, with or without attribution, are the trademarks, service marks, or logos of their respective owners. In addition, elements of the Services are protected by trade laws and other federal and state intellectual property laws and may not be copied, reproduced, downloaded, or distributed in any way in whole or part without our express written consent.

From time to time, we may include software, code, instructions, or other such information in the Content or materials for the Services; any such information is provided on an "as-is" basis for instructional/educational purposes only and is subject to the Disclaimer of Warranties and Limitation of Liabilities sections below and other terms herein. Any use of such information for commercial purposes is strictly prohibited. Safekeep and/or its affiliates and licensors reserve all rights not expressly granted herein to the Services, Content, and Marks.

## **DISCLAIMER OF WARRANTIES**

***SAFEKEEP IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND EXCEPT TO THE EXTENT PROHIBITED BY LAW,***



OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXPRESSLY OR IMPLIEDLY EXCLUDED, LIMITED, OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY CAUSE OF DEALING OR USAGE OF THIS PRODUCT, (III) THAT THE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED (IV) THAT WE HAVE NO ACCESS TO YOUR ACCOUNT, YOUR PASSWORD AND SEED PHRASES ARE YOUR SOLE RESPONSIBILITIES.

OUR OFFERINGS RELY ON EMERGING TECHNOLOGIES, SUCH AS ETHEREUM. SOME FEATURES ARE SUBJECT TO INCREASED RISK THROUGH YOUR POTENTIAL MISUSE OF THINGS SUCH AS PUBLIC/PRIVATE KEY CRYPTOGRAPHY OR FAILING TO PROPERLY UPDATE OR RUN SOFTWARE TO ACCOMMODATE PROTOCOL UPGRADES, LIKE THE TRANSITION TO PROOF OF STAKE CONSENSUS. BY USING THE PRODUCT YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS. YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS AND UPGRADING YOUR SOFTWARE AND PROCESSES TO ACCOMMODATE PROTOCOL UPGRADES AND THAT YOU HAVE A WORKING KNOWLEDGE OF THE USAGE AND INTRICACIES OF DIGITAL ASSETS SUCH AS ETHER (ETH) AND OTHER DIGITAL TOKENS, SUCH AS THOSE FOLLOWING THE ERC-20 TOKEN STANDARD OR OTHER TOKEN STANDARD ACCEPTED BY US. YOU REPRESENT THAT YOU HAVE A FUNDAMENTAL UNDERSTANDING OF THE BLOCKCHAIN NETWORK AND ITS COMPLEXITIES THERE TO. IN PARTICULAR, YOU UNDERSTAND THAT WE DO NOT OPERATE THE ETHEREUM PROTOCOL OR ANY OTHER BLOCKCHAIN PROTOCOL, COMMUNICATE OR EXECUTE PROTOCOL UPGRADES, OR APPROVE OR PROCESS BLOCKCHAIN TRANSACTIONS ON YOUR BEHALF OF YOU. YOU FURTHER UNDERSTAND THAT BLOCKCHAIN

PROTOCOLS PRESENT THEIR RISKS OF USE, THAT SUPPORTING OR PARTICIPATING IN THE PROTOCOL MAY RESULT IN LOSSES IF YOUR PARTICIPATION VIOLATES CERTAIN PROTOCOL RULES, THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE, THAT YOUR PRIVATE KEY AND BACKUP SEED PHRASE MUST BE KEPT SECRET AT ALL TIMES, THAT SAFEKEEP WILL NOT STORE A BACKUP OF, NOR WILL BE ABLE TO DISCOVER OR RECOVER, YOUR PRIVATE KEY OR BACKUP SEED PHRASE, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY APPROVALS OR PERMISSIONS YOU PROVIDE BY CRYPTOGRAPHICALLY SIGNING BLOCKCHAIN MESSAGES OR TRANSACTIONS. YOU FURTHER REPRESENT THAT THE ADDRESS PROVIDED FOR YOUR LEGACY IS CORRECT AND VALID, AND SAFEKEEP WILL NOT VERIFY ITS AUTHENTICITY BEFORE TRANSFERRING THE REQUISITE FUNDS OR INSTRUCTIONS, OR DATA TO THE ADDRESS UPON COMPLETION OF SIX (6) MONTHS OF INACTIVITY.

YOU FURTHER UNDERSTAND AND ACCEPT THAT DIGITAL TOKENS PRESENT MARKET VOLATILITY RISKS, TECHNICAL SOFTWARE RISKS, REGULATORY RISKS, AND CYBERSECURITY RISKS. YOU UNDERSTAND THAT THE COST AND SPEED OF A BLOCKCHAIN-BASED SYSTEM ARE VARIABLE, THAT COST MAY INCREASE DRAMATICALLY AT ANY TIME, AND THAT COST AND SPEED ARE NOT WITHIN THE CAPABILITY OF SAFEKEEP TO CONTROL. YOU UNDERSTAND THAT PROTOCOL UPGRADES MAY INADVERTENTLY CONTAIN BUGS OR SECURITY VULNERABILITIES THAT MAY RESULT IN LOSS OF FUNCTIONALITY AND ULTIMATELY FUNDS.

YOU UNDERSTAND AND ACCEPT THAT SAFEKEEP DOES NOT CONTROL ANY BLOCKCHAIN PROTOCOL. YOU UNDERSTAND AND ACCEPT THAT SAFEKEEP DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE TRANSITION OF ANY BLOCKCHAIN PROTOCOL FROM PROOF OF WORK TO PROOF OF STAKE CONSENSUS. YOU AGREE THAT YOU ALONE, AND NOT SAFEKEEP ARE RESPONSIBLE FOR ANY TRANSACTIONS THAT YOU ENGAGE IN CONCERNING SUPPORTING ANY BLOCKCHAIN PROTOCOL WHETHER THROUGH TRANSACTION VALIDATION OR OTHERWISE, OR ANY TRANSACTIONS THAT YOU ENGAGE IN WITH ANY THIRD-PARTY-DEVELOPED SMART CONTRACT OR TOKEN, INCLUDING TOKENS THAT WERE CREATED BY A THIRD PARTY TO FRAUDULENTLY MISREPRESENT AFFILIATION WITH ANY BLOCKCHAIN PROJECT. YOU AGREE THAT SAFEKEEP IS NOT RESPONSIBLE FOR THE REGULATORY STATUS OR TREATMENT OF ANY DIGITAL ASSETS THAT YOU MAY ACCESS

***OR TRANSACT WITH USING THE SAFEKEEP DECENTRALIZED APPLICATION. YOU EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE OFFERINGS TO INTERACT WITH BLOCKCHAIN PROTOCOLS.***

## **LIMITATION OF LIABILITY**

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access or use of our product nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the service or the information contained within it. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content supplied or defined by you; (b) personal injury or property damage, of any nature whatsoever, resulting from any access or use of Safekeep; (c) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the business interface; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Interface; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Interface. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations outlined in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

## **FORCE MAJEURE**

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockages, embargoes, war, strikes or other labor disputes, fire, earthquakes, storms or other

nature-related events, interruption in electrical telecommunications or Internet services or network provider services, failure of hardware equipment and/or software or other utility failures, smart contract bugs or weaknesses, technological changes, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol, other catastrophes, or any other occurrences which are beyond our reasonable control, and shall not affect the validity and enforceability of any remaining provisions. If we are unable to perform our Services outlined in the Terms due to factors beyond our control, including, but not limited to, the aforementioned force majeure events or changes in applicable laws and/or sanctions policies, we shall not be liable for the Services provided under these Terms during the period coincident with the event in question.

## **INDEMNITY**

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from (a) your access and use of this product; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of this product with your assistance or using any device or account that you own or control.

## **COPYRIGHT INFRINGEMENT**

We respect the rights and intellectual property of others, and we ask our Users to do the same. If you believe that your product or other work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Safekeep's Copyright Agent with the following information:

- a description of the product, work, or other intellectual property that you claim has been misrepresented or infringed;
- a description of where and specific link to the material that you claim is misrepresenting or infringing your product, work, or other intellectual property is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the product, work, copyright, or intellectual property, or its agent, or applicable law; and

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the product, work, copyright, or intellectual property owner or authorized to act on such owner's behalf; and
- an electronic or physical signature of the person authorized to act on behalf of the owner of the product, copyright, or other intellectual property interest.

## **GOVERNING LAW**

These Terms, and any dispute, claim (including non-contractual disputes or claims), or matters arising out of or in connection with these Terms will be governed by and construed following, the substantive laws of the Federal Republic of Nigeria excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these Terms to the law of any other jurisdiction.

## **ARBITRATION PROVISION/DISPUTE RESOLUTION**

**Legal Disputes and Arbitration Agreement Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court**

- a) We are available by email to address any concerns you may have regarding these Terms or your use of the Services. Most concerns may be quickly resolved in this manner. Any mechanism in which you and we agree to use our best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations shall be a precondition to either party initiating a lawsuit or arbitration.
- b) Suppose we aren't able to reach an informal resolution within one hundred and twenty (120) days of your email. In that case, we both agree to resolve the potential dispute according to the process set forth below.

The parties agree to arbitrate any dispute arising from this Agreement or your use of the Services on an individual basis. **ARBITRATION PREVENTS YOU FROM SUING IN COURT. THE PARTIES HEREBY EXPRESSLY WAIVE DISPUTE RESOLUTION USING THE COURT SYSTEM IN THE FIRST INSTANCE.**

- c) Any claim or controversy arising out of or relating to our product, this Agreement, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("Dispute"), shall be

finally and exclusively settled by arbitration under the Arbitration Procedures using our MULTI-DOOR COURT ARBITRARY SYSTEMS IN LAGOS using the proper language of the court. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected according to Arbitration rules obtainable in Nigeria. The arbitration will be held in Nigeria unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR COURT, YOU AND WE WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION OR PROCEEDING.

- d) Class Action and Class Arbitration Waiver. You and Safekeep individually and collectively agree that any arbitration shall be conducted in our respective individual capacities only and not as a class action or other representative action, and you and us expressly waive our respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver outlined in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the arbitration provision set forth above in this Section shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- e) Exclusive Venue for Litigation. To the extent that the arbitration provisions outlined in this Section do not apply, or if you have opted out of arbitration, or the dispute was not resolved by arbitration, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Lagos Nigeria.

## **NOTICES AND FEEDBACK**

Any notices or other communications provided by us under these Terms, including those regarding modifications to it will be given by posting to the Services and/or through other

electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures that we provide in connection with your account and your use of the Services.

### **Assumption of Risk**

By accessing and using any of the features on our product, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), polygon (Matic), and other digital tokens such as those following the Ethereum Token Standard (ERC-20) or other Standards applicable or used on our app. In particular, you understand that blockchain-based transactions are irreversible.

You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum 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 they are supplied to the Protocol through our product, you may suffer a loss due to the fluctuation of prices of tokens in a trading pair or liquidity pool, and, especially in expert modes, experience significant price slippage and cost. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects and acknowledge and accept the risk that you may mistakenly trade those or other tokens. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses that you experience while accessing or using our service. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Interface to interact with the Protocol.

### **THIRD-PARTY RESOURCES AND PROMOTIONS**

On some occasions, the user interface may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of our product. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with third parties. You expressly relieve us of any liability arising from your use of any such resources or participation in any such promotions.

## **NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

## **ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and us concerning the subject matter hereof. This Agreement supersedes all prior or contemporaneous written and oral agreements, communications, and other understandings (if any) relating to the subject matter of the terms.