

TERMS OF USE

Last Updated: November 24, 2022

Thank you for choosing the Terraform Platform and building with us. Please read these Terms of Use (the “**Terms**”) carefully as they are a binding legal agreement between you (“**You**” or “**Your**” and Terraform Labs PTE Ltd. (“**Terra**”, the “**Company**”, “**us**”, “**we**”, or “**our**”) that governs your access to and use of the terra.money website or other websites of Terra’s that directly link to these Terms (each a “**Website**” and collectively, the “**Websites**”) and any content, software, products, materials, and services provided by, or available through the Website (such content, software, products materials and services, collectively, the “”).

1. Acceptance of this Agreement.

1.1. Acceptance Through Using or Accessing the Platform.

By accessing or using the Platform, you agree to be legally bound by the terms and conditions on behalf of yourself or the entity or organization that you represent. If you do not agree to the terms and conditions of these terms of use, you may not use or access the Platform and must exit or otherwise discontinue use of the Platform immediately.

1.2. Who May Use or Access the Website.

You must be at least 13 years of age and the minimum age of digital consent in your country to access the Platform, and that you have the right, authority, and capacity to enter into these Terms on your behalf or on behalf of the entity or organization that you represent. If you do not meet all these requirements, you may not access or use the Platform.

1.3. Changes to the Terms.

Terra reserves the right to change these Terms from time to time at its sole discretion and without notice to you. The latest version of these Terms will be posted on the Website and should be reviewed prior to accessing or using the Platform. All changes will be effective immediately when posted on the Website and will apply to your use of, and access to, the Platform from that point onward.

Your continued use of or access to the Website Platform following any changes to these Terms shall constitute your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. You should check this page frequently so that you are aware of any changes.

2. Access to the Platform.

The Platform is provided by Terra as a service to the Terra user community (the “Community”). You agree that Terra shall have no liability to you or any third party for any losses or damages caused by your use of the Platform or any related content not being available, in whole or in part, at any time or for any period.

To access the Website Platform or some of the resources it offers, you may be asked to provide certain registration details or other information including information related to your digital wallet. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

3. Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Terra, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Terra. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

4. Using the Platform.

4.1.Prohibited Uses.

You may use the Platform for lawful purposes only and in accordance with these Terms. You agree not to use the Platform in any way that could damage the site, the Community, or the Company.

4.2.Prohibited Activities.

You may not engage in any of the following prohibited activities in connection with using the Website:

- (a) *No Violation of Laws or Obligations.* Violate any applicable laws or regulations (including intellectual property laws and right of privacy or publicity laws) or any contractual obligations.

- (b) *No Unsolicited Communications.* Send any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, or any other form of unsolicited communications, whether commercial or otherwise.
- (c) *No Harming of Minors.* Exploit or harm minors in any way, including exposing inappropriate content or obtaining personally identifiable information.
- (d) *No Interference with Others' Enjoyment.* Harass or interfere with anyone's use or enjoyment of the Platform or expose the Company or other users to liability or other harm.
- (e) *No Interference or Disabling of the Platform.* Use any device, software, or routine that interferes with the proper working of the Platform, or take any action that may interfere with, disrupt, disable, impair, or create an undue burden on the infrastructure of the Platform, including servers or networks connected to the Platform.
- (f) *No Viruses, Worms, or Other Damaging Software.* Upload, transmit, or distribute to or through the Platform any viruses, Trojan horses, worms, logic bombs, or other materials intended to damage or alter the property of others, including attacking the Platform via a denial-of-service or distributed denial-of-service attack.
- (g) *No Unauthorized Access or Violation of Security.* Violate the security of the Platform through (i) any attempt to gain unauthorized access to the Website or to other systems or networks connected to the Platform, (ii) the breach or circumvention of encryption or other security codes or tools, or (iii) data mining or interference to any server, computer, database, host, user, or network connected to the Platform.
- (h) *No Collecting User Data.* Collect, harvest, or assemble any data or information regarding any other user without their consent. This includes, without limitation, their emails, usernames, or passwords.

5. Intellectual Property Rights.

5.1. Ownership.

Your use of the Platform and content provided by Terra is licensed not sold and you hereby acknowledge that no title or ownership with respect to the Platform or content provided by Terra is being transferred or assigned and these Terms should not be construed as a sale of any rights. The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Terra, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

5.2. License.

Except as provided in Section 5.3 below, or unless otherwise marked or provided in any incorporated addendum related to a particular product or service of the Platform: (a) all material, data, and information on Terra, such as data files, text, music, audio files or other sounds, photographs, videos, or other images, but excluding any software or computer code (collectively, the “Non- Code Content”) is licensed under the Creative Commons Attribution 4.0 International License <<https://creativecommons.org/licenses/by/4.0/>>; and (b) all software or computer code (collectively, the “Code Content”) is licensed under the Apache (or similar) license.

5.3.Products and Services Available to use on the Terra Testnet or made available for Beta Testing on the Terra mainnet.

5.3.1. Testnet

- a. Testnet License.* Terra testnet (“Testnet”) is an internet-based blockchain testing platform provided as a free service for the purpose of enabling software developers to test blockchain applications in a non-production environment. Terra may make certain products and services available within the Testnet for testing and related development in accordance with applicable Documentation for such respective product and service. Subject to your acceptance and compliance these Terms and requirements in applicable Documentation, you may use the Testnet and Terra products and services available within the Testnet on a non-assignable, non-transferrable basis solely for your personal use for software testing and engineering purposes. If you access Testnet through your computer’s command line interface or other similar method, these Terms apply to you.
- b. Accounts.* In order to access Terra’s Testnet, you will need to link an applicable digital wallet as provided in the Testnet Documentation. Instructions about linking your wallet for Testnet can be found [here](#).
- c. Testnet Updates, Suspension and Termination.* We may make any improvement, modifications or updates to the Testnet, including but not limited to changes and updates to the underlying software, infrastructure, security protocols, technical configurations or service features (the “**Updates**”) from time to time. Your continued access and use of the Testnet and offered products or services are subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us. We may suspend or terminate the operation of Testnet at any time for any reason. We may also wipe, delete or reset the Testnet blockchain or launch a new Testnet blockchain any time as we deem appropriate, without notice to you.
- d. Support.* You may contact us through our customer support for assistance with issues that you have with your use of Testnet, but we do not provide any service level commitments with respect to any of our customer service, troubleshooting, or Updates relating to the Services.

5.3.2. Beta Test Systems.

- a. Use of Beta Test Systems.* Where identified by Terra, certain products offered through the Platform may be made available as a beta version for testing before general public release (each a “**Beta Test System**”). Your participation and use of a respective Beta Test System through the Platform will be governed by the following:
 - i.* You must sign up to participate and use the Beta Test System and be authorized by Terra;
 - ii.* You agree to follow all requirements and meet all hardware and software specifications provided in applicable Documentation and that Terra may determine is required for the respective Beta Test System; and
 - iii.* You agree to allow Terra to obtain hardware and software information from the computer system that you will use to take part in the Beta Test System in order for Terra to assess eligibility and perform analytics related to products and services related to the Beta Test System.
- b. Feedback.* During and after the beta test with respect to any Beta Test System, you may be provided with an opportunity to give Terra your comments, suggestions and impressions of the respective product or services. Terra is free to use such feedback irrespective of any other obligation or limitation between the parties governing such feedback.
- c. BETA DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THE BETA TEST SYSTEM AT YOUR OWN RISK, AND THAT THE DISCLAIMERS (SECTION 10), LIMITATION OF LIABILITY (SECTION 11) AND ASSUMPTIONS OF RISK (SECTION 6) APPLY TO YOUR USE OF ANY BETA TEST SYSTEM.*
- d. Beta Test System Updates, Suspension and Termination.* We may make any Updates to the Beta Test System at any time. Your continued access and use of the respective Beta Test System is subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us. We may suspend or terminate the operation of a Beta Test System at any time for any reason we deem appropriate, without notice to you.

5.3.3. Documentation. The respective Testnet and Beta Test Systems and related products and services being tested and/or built upon under these Terms, have their own, associated functionality, specifications and use requirements that may be further specified in associated documentation made available by Terra (“**Documentation**”).

6. Assumption of Risk.

6.1. General Information

The information presented on or through the Platform is made available for general information purposes only. Terra does not warrant the accuracy, completeness, suitability or quality of any

such information. Any reliance on such information is strictly at your own risk. Terra disclaims all liability and responsibility arising from any reliance placed on such information by you or any other user to the Website, or by anyone who may be informed of any of its contents.

6.2. Blockchain Technology

You acknowledge and agree that the Platform and related products and services accessible through the Platform are based on blockchain and other web3 technology which is an emerging technology and subject to a variety of risks that may affect any business venture or project utilizing such technology. Under no circumstances shall Terra be liable to any claims, damages, losses, or liabilities resulting from any assumed risks of using any such technology including but not limited to the following risks:

- **The application of blockchain technology is novel and untested and may contain inherent flaws or limitations.** Services related to blockchain technology, including that associated with web3 is an emerging technology that offers new capabilities that are not fully proven in use, and the longevity and continued adoption is unknown.
- **The values of any digital assets, in particular non-fungible tokens, are subjective.** The potential value of any digital assets created or otherwise sold as a result of the Services are subjective in nature and no party can guarantee that any digital assets' value shall be maintained or realized.
- **Regulatory uncertainty.** The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially affect the Services, Deliverables and/or other digital assets, including the utility of any of the same.
- **Distributed ledger technology risk.** There are risks associated with using Internet and a distributed-ledger or other blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your digital wallet or account.
- **Digital asset risks.** There are risks associated with selling or licensing digital assets through peer-to-peer transactions, including but not limited to, the risk that items are vulnerable to metadata decay, bugs in smart contracts, and items that may become untransferable.
- **Third-Party Services.** The parties do not control third-party services, including but not limited to the underlying blockchain networks and protocols including but not limited to the Ethereum Blockchain, Polygon, and other third-party services that Services may rely on such as Adweaver and compatible digital wallets.
- **Cryptocurrencies and other digital assets are not Insured.** No digital assets are insured by any governmental or regulatory entity. In the event of loss, or the loss of the utility value of any digital asset owned or controlled by a party, such party will have no

recourse (and shall never have recourse against the other party in accordance with this Agreement, including any Additional Terms). Any insurance coverage must be obtained separately by a respective party through a private insurance provider.

- **The success of any respective project created using the Services requires interest from an appropriate number of participants in a variety of forms.** The success of any applicable blockchain project relies on a significant number of participants willing to act as validators and/or miners, supporters or other types of participants of the respective project and underlying blockchain technology, and the necessary amount of continued participation is not guaranteed.

7. Privacy.

We may collect certain information about you when you use the Platform. Unless a separate link is provided on the respective Website related to the product or service within the Platform, processing of collected information will be performed in accordance with our [privacy policy](#).

8. Service Links and Ads.

The Website contains links to other sites, resources, services, protocols and other products, including those provided by third parties (collectively, “***Service Links***”). Service Links include, but is not limited to links contained in advertisements, including banner advertisements and sponsored links, as well as Terra owned or licensed products and services governed by separate terms of service. Where the Service Link relates to a third-party site, resource, service, protocol or other product, we have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. To the extent such Service Link connects to a Terra owned or licensed resource, service, protocol or product with other applicable terms, such terms shall exclusively apply. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice. If you decide to access any Service Link, you do so entirely at your own risk and subject to the applicable terms and conditions of use for such site, resource, service, protocol or other product made available through such Service Link. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Service Link.

9. Linking to the Websites and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

10. Disclaimers; No Warranty.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT.

YOUR USE OF THE , ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, INCLUDING THE TESTNET, ANY BETA TEST SYSTEMS, CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER TERRA NOR ANYONE ASSOCIATED WITH TERRA REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN THEIR ENTIRETIES, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Limitation of Liability.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL TERRA OR ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH

YOUR USE OR INABILITY TO USE THE WEBSITE, ANY SERVICE LINK, OR ANY CONTENT ON THE SERVICES OR SUCH SERVICE LINK, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, REVENUE, OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE PLATFORM IS TO STOP USING THE PLATFORM.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW WHICH MAY INCLUDE FRAUD.

12. Indemnification.

You agree to indemnify and hold Terra, 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 Platform, including, but not limited to, any use of the Platform's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Platform.

13. Governing Law, Arbitration, Waiver of Class Action

These Terms shall be governed by, and construed in accordance with, the laws of Singapore. If a disagreement or dispute in any way involves the Website or these Terms and cannot be resolved between the parties with reasonable effort, the disagreement or dispute shall be resolved exclusively by confidential, binding arbitration to be seated in Singapore and conducted in the English language by a single arbitrator pursuant to and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules"). The arbitrator shall be appointed in accordance with the procedures set out in the SIAC Rules. The award or decision of the arbitrator shall be final and binding upon the parties and the parties expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator. All parties to these terms of use waive their respective rights to a trial by jury.

You hereby acknowledge, represent and warrant that you understand that: (i) there is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning disputes; (ii) in some instances, the costs of arbitration could exceed the costs of litigation; (iii) the right to discovery may be more limited in arbitration than in court; and (iv) court review of an arbitration award is limited. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute between you and us. If any part of this arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, except that in no case shall there be a class arbitration.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

14. Miscellaneous.

14.1 Waiver and Severability.

No waiver of by Terra of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Terra to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

14.2 Entire Agreement.

The Terms constitute the sole and entire agreement between you and Terra with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

14.3 Headings.

Headings and titles of sections, clauses, and parts in these Terms are for convenience only. Such headings and titles shall not affect the meaning of any provisions of these Terms.

15. Your Comments and Concerns.

This Website is operated by the Terra. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: general@terra.money.