**MNTD App**

**Terms of Service**

**Last Updated:** December 22, 2021

These MNTD App Terms of Service (these “**Terms**”) govern your access to and use of the MNTD application available on IOS and Android platforms, including the associated software, tools, information, and services available therein (the “**Application**”). The Application is provided by MNTD PTE. LTD. (“**Company**”, “**we**”, “**our**”, “**us**”).

By downloading or using the Application, or by connecting your Wallet (as defined below), or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you (“**you**”, “**your**”) acknowledge that you have read, accept without modifications, and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us. If you do not accept or agree to these Terms, you are not allowed to download, access, or use the Application, and must immediately discontinue any use thereof.

If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with us on such entity’s behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 27 and 28 contain provisions governing the choice of law, arbitration terms, and class action waiver. Please read and review Sections 21-26 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Company Parties (as defined below), and contain disclaimer of warranties concerning the Application.

1. **Interpretation**
   1. In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

“**Affiliate**” means a person controlling, controlled by, or under the same control with the Company.

“**Application**” has the meaning provided in the preamble of these Terms.

“**Communications**” means any letters, notices, messages, demands, requests, or other communications which may be required, permitted, or contemplated under these Terms.

“**Company**”, “**we**”, “**our**”, “**us**” means MNTD PTE. LTD., a Singapore company with limited liability.

“**Company** **Parties**” means the Company, Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, and assignees.

“**Credentials**” has the meaning provided in sub-Section 5.4 of these Terms.

“**Dispute**” means any dispute, controversy, claim, suit, action, cause of action, demand, and/or proceeding.

“**Force Majeure**” has the meaning provided in Section 22 of these Terms.

“**Helium Blockchain Network**” means the Helium “proof-of-coverage” blockchain built to incentivize the creation and maintenance of decentralized, public wireless networks by rewarding the miners with HNT.

“**HNT**” means the Helium token which is a native token to the Helium Blockchain Network.

“**Hotspot**” means a hardware hotspot device connected to the Application in order to be integrated within the Helium Blockchain Network.

“**License**” a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable license (right) to access and use the Application for its intended purpose on the terms set forth herein.

“**Open-Source Licenses**” means open-source licenses that generally allow the software, other components and items to be freely used, modified and shared, and licenses that comply with the open-source definition.

“**Prohibited Jurisdiction**” means any jurisdiction in which the use of the Application and related functionality is prohibited by applicable laws or regulations.

“**Prohibited Person**” means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government, or international authority.

“**SIAC**” the Singapore International Arbitration Centre.

“**Taxes**” means income, personal, corporate, sales, use, value-added, and other taxes, duties, and assessments (except taxes on our net income) claimed or imposed by any governmental authority.

“**Terms**” means these Terms of Service, as may be amended from time to time.

“**Third-Party Content**” means any content, information, materials, and items provided by third parties or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites and resources, and links thereto, and (iv) any information produced or derived from third-party sources, including information about the value and price of Virtual Assets, exchange rates between Virtual Assets, blockchain transactions, and other similar data pertaining to any Virtual Assets, not limited to the above.

“**Third-Party Costs**” means any costs, fees, or expenses that are charged by third parties, including, for example, the fees imposed by the Helium Blockchain Network, blockchains gas costs, fees related to the Third-Party Services, etc.

“**Third-Party Services**” means any software, services, items, and solutions that are not provided by the Company, such as, for example, Wallets, analytic tools, blockchain smart-contracts (including Helium Blockchain Network), oracles, etc.

“**User-Generated Content**” means any information, materials, or content posted, created, or furnished by the users of the Application or any person other than the Company, including through the Application.

“**Virtual Assets**” means cryptocurrencies and other cryptographic tokens, such as, for example, HNT.

“**Wallet**” means a pair of public and private cryptographic keys that can be used to track ownership of, receive, or spend the Virtual Assets. A Wallet usually has a public address associated with it.

“**you**”, “**your**” means the person who accepts these Terms; if you are acting on behalf of an entity, “**your**” and “**you**” shall refer to both you as an individual using the Application, and the entity on whose behalf you are acting.

* 1. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms.
  2. You hereby agree that a rule of construction does not apply to the disadvantage of the Company because it was responsible for the preparation of these Terms.

1. **Contact Details**

If you have any questions about these Terms, you may contact us at legal@getmntd.com or our mailing address below.

**MNTD PTE. LTD.**

Unique Entity Number 202124287C

1 Marina boulevard #28-00

One Marina Boulevard Singapore (018989)

1. **Application**
   1. The Application allows you to onboard the Hotspots to the Helium Blockchain Network, associate the Hotspot with a Wallet, and conduct certain other activities as may be updated from time to time. Please note that the Application continuously interacts with the Helium Blockchain Network and HNT.
   2. It is acknowledged that we neither control nor operate the Helium Blockchain Network or any Virtual Asset, including HNT. Accordingly, in no event shall the Company be responsible for or held liable in connection therewith, 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. The Application interacts with the Helium Blockchain Network or HNT which are deemed Third-Party Services. We do not provide any warranties or representations regarding the Helium Blockchain Network or HNT. You should carefully and thoroughly review and assess the Helium Blockchain Network and HNT before you interact with them, whether through the Application or otherwise, and any such use shall be at your own risk. You should always do your own research.
   4. For more information regarding the Helium Blockchain Network and HNT, please refer to the information and materials available at <https://www.helium.com/>, which information and materials are provided for the information purposes only, are not binding and do not form a part of these Terms.
2. **Hotspots**
   1. These Terms do not govern your use of the Hotspots. Any use of your Hotspots shall be subject to certain other terms and conditions.
   2. In relation to the Application, you shall use and onboard only the authorised, lawfully acquired Hotspots that either belong to you or that you are authorised to use.
   3. Performance if your Hotspots is highly dependent on the Hotspot location, associated hardware, electricity supply, and various other factors which are out of our control and/or which may be deemed Third-Party Services. We shall not be liable in case you fail to properly set up or use the Hotspot in connection with the Application.
3. **Wallet**
   1. The Application allows you to set up and manage a Wallet, or have an existing Wallet connected to the Application. The Wallet is essentially a pair of public and private cryptographic keys that can be used to receive and dispose of the Virtual Assets.
   2. The Wallets constitute Third-Party Services and we are not responsible for, do not endorse, shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Wallets used by you within the Application or otherwise.
   3. We never receive access to or control over your Wallet or Virtual Assets held in such Wallet, and we do not have such technical ability. You may disconnect your Wallet from the Application at any time.
   4. You are solely responsible for maintaining the confidentiality of the credentials to your Wallet (including the private key and mnemonic phrase — 12 words seed used to derive the private key) and other information that may be used to gain control over the Virtual Assets that you store in your Wallet (collectively, the “**Credentials**”). You are responsible for safeguarding your Credentials and making backup copies thereof offline or on your devices. The Application does not have a “forgot the password” feature with respect to your Wallet and cannot recover your Credentials, meaning that if you lose your Credentials, you may not be able to restore access to your Wallet and Virtual Assets held in such Wallet. Do not share your Credentials with any other person, as this will give such a person the ability to dispose of your Virtual Assets. We do not store your Credentials on our servers, this information is encrypted and stored locally on your device. In no event shall the Company be liable or held responsible for any loss or damage arising from your failure to comply with the obligations to maintain the confidentiality of your Credentials.
4. **Eligibility**

To be eligible to access and use the Application, you must:

1. be able to form a legally binding agreement with the Company on terms herein set forth;
2. if an individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with the Company on the terms set out herein according to the laws of the jurisdiction where you reside;
3. neither be a Prohibited Person nor use the Application for the benefit of a Prohibited Person; and
4. comply with these Terms.
5. **Prohibited Use**
   1. You agree that you shall not conduct or participate in any of the following activities when accessing or using the Application, or in connection with such access or use:
6. disrupting, interfering with, or inhibiting other users from using the Application, or carrying out activities that could disable, impair, or harm the functioning of the Application or servers, or underlying software;
7. intentionally provide incorrect information within the Application, such as wrong Hotspot location data or other data related to your Hotspot;
8. posting, uploading, or submitting any content that is illegal, infringing, harmful, offensive, or inappropriate (the final decision on whether the content is appropriate shall be taken by us at our sole discretion);
9. using the Application or underlying software for any illegal purposes, including, but not limited to, terrorism financing, money laundering or to evade taxes;
10. circumventing or attempting to circumvent any access or functionality restrictions or limitations with respect to the Application or underlying software, using malware, harmful code or software, undertake hacker or other attacks, take advantage of any technical malfunction, error, delay, or security breach;
11. use the Application or related information for any purpose that is harmful or detrimental to us, Affiliates, the Application, or the users of the Application;
12. carrying out activities aimed at manipulating the Helium Blockchain Network or Virtual Assets prices;
13. violating any rights of any third person, including trademark or intellectual property rights;
14. carrying out fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain Virtual Assets or property of other users or third persons;
15. carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.
    1. If you are engaged in any of the aforementioned prohibited activities, we may, at our sole and absolute discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate these Terms and/or your use of the Application.
16. **Permitted Use**

You shall use the Application only for its intended purposes, according to the functionality available in the Application, and in compliance with these Terms. You shall not obviate or misuse the functionality of the Application, including related software or tools.

1. **Important Disclaimers**
   1. You hereby acknowledge and agree that the Company does not provide any custodial or similar services, custodial solutions, or software, does not act as your agent or representative, and does not control, manage, or custody any of your Virtual Assets.
   2. The Company does not act as an intermediary in any transaction and shall not be responsible for ensuring that any transaction made in relation to the Application or otherwise on the Helium Blockchain Network is actually completed or performed. The Company does not control or influence transactions with Virtual Assets and therefore is unable to cancel, reverse, block, or freeze any transactions conducted by you or any other person.
   3. Virtual Assets, including HNT, are extremely volatile which means that their value and applicable exchange rates may change dramatically in a very short time depending on various factors and forces. Furthermore, the composition of the Virtual Assets may change, their value may go up or down, or drop significantly. We shall not be responsible for or held liable in connection with any damages or losses that you may incur as a result of or in connection with the change in the composition, value, or price of the Virtual Assets.
   4. We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Application nor anything in these Terms shall be considered as broker and/or fund management services, or any intermediation services thereto. Neither the Application nor the Company provides financial advisory, legal, regulatory, or tax services directly, indirectly, implicitly, or in any other manner, and you should not consider any content contained in these Terms, information or materials provided by us (or on our behalf) to be a substitute for professional financial, legal, regulatory, tax, or other advice.
   5. The Application, including any information and materials available thereon, is not intended to constitute an offer of securities or Virtual Assets, or a solicitation for investment in or purchase of securities or Virtual Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type.
   6. Application does not provide any opinion or any advice to purchase, sell, or otherwise transact with Virtual Assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or investment decision. Please consult your own legal or financial advisor before making any decision, and always do your own research.
2. **Warranties and Representations**

You represent and warrant to us that:

1. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Hotspots, Virtual Assets, Virtual Asset storage facilities, including Wallets, distributed ledger technology, blockchain-based software, Helium Blockchain Network, etc.;
2. any Wallet used by you with or within the Application is either owned by you, or that you are validly authorised to carry out transactions using such Wallet, including connecting it to the Application;
3. any Hotspot used by you with or within the Application is either owned by you, or that you are validly authorised to use such Hotspot in connection with the Application;
4. any funds or Virtual Assets used by you to carry out transactions related to the Application are from legitimate sources and were lawfully acquired;
5. you are not subject to any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is subject to a country-wide or territory-wide sanction imposed by any country or government or international authority;
6. you shall be solely responsible for all and any transactions with Virtual Assets carried out via the Application, and for their consequences and outcomes;
7. you understand and agree that the we do not act as your agent or fiduciary, and that we do not control or custody your Virtual Assets or funds in any manner;
8. if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business;
9. accessing and/or using the Application is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your access to and use of the Application shall be in full compliance with applicable laws;
10. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale, or transfer of the Virtual Assets, and any other transactions carried out by you;
11. you understand that purchasing, selling, and holding the Virtual Assets carries substantial risk as the prices may change rapidly, and that you should obtain appropriate professional advice before making any decision;
12. you shall not make any decisions based solely on the information available on or provided within the Application, data or materials otherwise made available by us, and shall conduct your own substantial research and analysis before making any decision;
13. your use of information or materials made available on or through the Application, or otherwise communicated by us, shall be at your own risk, and that nothing contained on the Application shall be deemed a guarantee or promise that such information is true or correct, or that any transaction carried out by you will be suitable for you;
14. you will carefully evaluate, check and verify any Third-Party Content before you use it or rely upon it in any manner;
15. all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Application.
16. **Updates, Availability, and Access**
    1. Generally, we are not going to terminate access to the Application for any eligible person, the Application is public and generally can be accessed by anyone. At the same time, the availability and functionality of the Application depend on various factors, including our internal policies and legal regulations. We do not warrant or guarantee that the Application will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access, bug-, virus-, or error-free.
    2. The Application may be inaccessible or inoperable from time to time for any reason, including, for example, equipment malfunctions, maintenance procedures or repairs, updates, force majeure circumstances, disruptions, sophisticated hacker or malware attacks, and temporary or permanent unavailability of the Helium Blockchain Network or its underlying blockchain infrastructure, and/or unavailability of respective Third-Party Services or services of external suppliers. Accordingly, the access to or use of the Application may be prevented or limited with or without notice.
    3. We may from time to time and without prior notice make certain updates, improvements, or modifications to the Application, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and we shall not be in any case held liable with respect to any such updates.
    4. We may, at our sole and absolute discretion, at any time and without prior notice and liability terminate or discontinue the Application or any of its components.
    5. You hereby affirm and acknowledge that occasionally the Application may be unavailable or its operation may be interrupted, and you accept and assume such risks in full.
17. **Restriction of Access**
    1. We may, at our sole and absolute discretion, limit, suspend, or restrict access to the Application or any of its components for persons who reside or are located in specific jurisdictions or territories, including in accordance with its internal risk management policies or due to legal uncertainty. You hereby agree that we may install and utilise certain software, solutions and/or tools (for example, geo-blocking solutions) that allow for identifying users from certain Prohibited Jurisdictions, or those who have violated these Terms or the law, and restrict their access to and use of the Application.
    2. We may further restrict or suspend your access to and/or use of the Application or any of its components, as well as any products or services provided by us with immediate effect and without notification if we, acting at our sole discretion, determine that (a) you have violated or are likely to violate these Terms, applicable laws or regulations, or (b) you or your actions create possible legal exposure for us.
18. **Third-Party Content and Services**
    1. When using the Application, you may view or interact with the Third-Party Content and/or Third-Party Services. Furthermore, the Application displays certain Third-Party Content generated from third-party sources and Third-Party Services such as, for example, information about the prices of certain Virtual Assets (including HNT), blockchain and other transactions, Third-Party Costs, balances (including Wallet balance), etc. The Application and Hotspots also depend on the proper electricity supply, internet connection, signal transmission, and performance of the Helium Blockchain Network and HNT, all of which are deemed Third-Party Services.
    2. We do not endorse or make any warranties, whether express or implied, with regard to the Third-Party Content and Third-Party Services, and shall not be responsible for or held liable in connection with any Third-Party Content or Third-Party Services. You hereby affirm and acknowledge that your use of or reliance upon Third-Party Content or Third-Party Services, and your interactions with third parties that are linked to or from the Application, shall always be at your own risk, and we shall in no event be responsible for or held liable in connection therewith. It is your responsibility to verify the correctness of any such information before you use or rely upon any Third-Party Content. To the maximum extent permitted by the applicable law, in no event shall the Company be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing, using, or relying upon any Third-Party Content or Third-Party Services.
19. **User-Generated Content**
    1. You may be allowed to post, create, or furnish User-Generated Content through the Application. If you post, create, or provide any User-Generated Content, you must ensure that it at all times is true, accurate, complete, and up to date and that it does not violate the laws or any rights of the Company or third parties. You shall be solely liable and responsible for your User-Generated Content. By creating or providing any User-Generated Content you warrant that you own all intellectual property rights in and to such content or otherwise have the right to use the content in such a manner and that such content does not violate any rights of third parties or laws.
    2. We do not immediately review all User-Generated Content nor do we have such an opportunity. We do not undertake any obligations in respect to the User-Generated Content, e.g., an obligation to review or post such content, or obligations of confidentiality. At all times, we retain the right to remove any User-Generated Content without any prior notice or liability in case we, at our sole discretion, determine that it is offensive, unacceptable, may harm us or violate these Terms, any laws, or public order.
    3. By creating or furnishing User-Generated Content, you grant us a non-exclusive, irrevocable, royalty free, perpetual, fully paid up, worldwide license (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works based on your User-Generated Content, and the right to assign these rights to third parties in whole or in part. We may use, reproduce, disclose, make publicly available, and otherwise exploit any of your comments, suggestions, recommendations or other feedback provided in connection with or relating to the Application, our other products and services (regardless of whether such feedback was provided through the Application or otherwise on the Internet), throughout the world at its sole discretion, without restrictions or any obligations to you.
20. **License**
    1. Subject to your continued compliance with the eligibility requirements set out in Section 6 of these Terms above, we hereby grant you the License. The License is subject to other terms and conditions provided in these Terms and will remain effective until terminated as provided herein.
    2. Any open-source software, components and items of the Application will not be covered by the License granted hereunder, and will be subject to the terms and conditions of the applicable Open-Source License.
    3. The License granted hereunder shall terminate and cease upon the occurrence of any of the following events:
21. these Terms expire or are terminated;
22. you violate these Terms;
23. we choose to terminate the License and/or your access to the Application at our sole and absolute discretion, with or without reason.
    1. Your access and use of the Application shall not violate the terms of the License and/or Open-Source Licenses, if and as applicable.
24. **Proprietary Rights**
    1. The “MNTD”, “MNTD App”, “RAKwireless”, and “RAK” names, related logos and trademarks, design elements of the Application, other names of our services and products belong to us, Affiliates, and/or applicable licensors. Subject to the terms of the License granted hereunder, neither your use of the Application nor anything contained in these Terms or materials made available on the Application gives you any rights, title, or interest in or to the Application, the content available thereon, or our intellectual property. You may not obscure, remove or alter any marks or notices displayed on the Application. Any rights not expressly granted to you under the License and/or applicable Open-Source Licenses are reserved by us, respective Affiliates, and/or respective rights holders as the case may be.
    2. Certain components used in the Application may be distributed under Open-Source Licenses, the terms of which shall be made available to you, and you agree to abide by and comply with the terms of such Open-Source Licenses, if applicable. Subject to the foregoing sentence, the Application, including its elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.
25. **Associated Costs**

We reserve the right to charge fees for the access to and use of the Application. When you conduct transactions through the Application, certain Third-Party Costs may arise. We will make commercially reasonable efforts to display to you the Third-Party Costs associated with your transactions (which are known to us) within the Application; however, you shall not rely on such information and you shall at all times independently verify the Third-Party Costs applicable to your transactions. You shall bear all such Third-Party Costs associated with transactions that you carry out through the Application. We are not responsible for the Third-Party Costs and shall not be in any way liable in connection therewith.

1. **Transactions**

Transactions carried out with the use of the Application on the Helium Blockchain Network are irreversible and final. You may not claim refunds or cancel transactions once they are processed by the Helium Blockchain Network. You are solely responsible for any transactions carried out with the use of the Application, including on the Helium Blockchain Network, and you will carefully appraise and assess the risks involved in every such transaction before it is made. Furthermore, you shall solely make all decisions with regard to your transactions, and shall be solely responsible for their consequences, including possible losses and damages.

1. **Taxes**

You are responsible to pay any and all Taxes associated with or arising in connection with your use of the Application and any transactions contemplated therein. You shall 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. We shall not be responsible for the Taxes incurred by you in connection with the Application. However, if required under the applicable law, we have the right, and you hereby expressly authorise us, to deduct and withhold any and all taxes, duties, or assessments from payments due or made to you pursuant to these Terms or in connection with transactions contemplated herein. You hereby agree to provide us with all information and documents necessary for determining our tax obligations related to your use of the Application.

1. **No advice**
   1. No part of the information or content available on the Application or otherwise communicated by us or on its behalf should be considered to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax, or other professional advisor regarding this information.
   2. We shall not be responsible for the accuracy of the information and materials contained on or provided through the Application, therefore any use of such information and materials is at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising from such use.
2. **Limitation of Liability**
   1. To the maximum extent permitted under the applicable law, in no event shall:
3. the Company or Company Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms or their violation, the use or inability to use the Application, and/or the failure of the Application to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether the Company or any of the Company Parties have been advised of the possibility of such damages;
4. Company’s officers, directors, employees, consultants and shareholders be held personally liable in connection with these Terms or their violation, or the use or inability to use the Application, provided that this item “(b)” shall not limit the liability of the Company as an entity;
5. the Company or the Company Parties be liable for any damages or losses arising in connection with trojan horses, third-party hostile interferences, hacker attacks, phishing attacks, malware attacks, regardless of whether (a) such attacks targeted you, other users, the Company, the Application, and (b) the Company managed to take timely or effective measures against such attacks;
6. the Company or Company Parties be responsible for or held liable in connection with inaccuracy or incompleteness of any content or information, whether provided through the Application or communicated otherwise, or third persons’ conduct;
7. the Company or Company Parties be responsible for or liable in connection with the HNT, Helium Blockchain Network, their underlying software and blockchain networks, their operation or use;
8. the Company or Company Parties be responsible for or held liable in connection with any Third-Party Content, Third-Party Services, or acts or omissions of any third parties;
9. the aggregate liability of the Company or Company Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, interaction with, use or inability to use the Application exceed US $5,000 (five thousand U.S. dollars).
   1. You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above in this Section 21 from us, the Company Parties, and/or respective persons specified above. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. These Terms do not limit the liability for intentional misconduct, gross negligence, or fraud.
   2. You hereby expressly waive and release the Company and Company Parties from all and any liability, damages, losses, claims, or causes of action that arise from or relate to the matters listed in sub-Section 21.1 above. To the maximum extent permitted under the applicable law, you further waive any and all protections and benefits granted to you under the applicable law that limit or impair the release and waiver contained in the foregoing sentence, including due to the fact that you do not know or suspect to exist in your favour at the time of executing the release.
10. **Force Majeure**

We shall not be held liable or responsible for any non-performance or undue performance of its obligations hereunder if such non-performance or undue performance results from or is caused, directly or indirectly, by the Force Majeure circumstances. Force majeure circumstances (the “**Force Majeure**”) include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) epidemic, pandemic, insurrection, riot, labour dispute, accident, (iv) sanctions, government actions, embargoes, (v) injunctions, cease and desist orders, restraining or similar orders, other actions of a court, governmental or other authorities, (vi) weaknesses, vulnerabilities and bugs in the software, blockchain networks, smart-contracts, other technologies used in connection with the Application, 51% attacks or similar attacks on Virtual Assets’ underlying blockchain networks; (vii) theft of Virtual Assets, including from the smart-contracts or accounts with Virtual Assets (cryptocurrency) exchanges, loss or theft of Virtual Assets as a result of an attack, including hacker, malware, or other attack, or third-party hostile interference; (viii) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud or theft of funds by controlled by such third parties (including so-called “exit-scam”), (ix) system interference and/or destruction by any malicious programs, (x) power failure, equipment or software malfunction or error, (xi) other circumstances beyond our control interfering the performance hereof.

1. **Indemnification**
   1. To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Company and Company Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Application, and (iii) exercising, enforcing or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms.
   2. We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 23. The indemnity set out in this Section 23 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.
2. **No warranties and Representations**
   1. The Application is provided on an “as is” and “as available” basis, and any access to and use of the Application will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Application, all of which are expressly disclaimed.
   2. We do not warrant, whether expressly or impliedly, and expressly disclaims any warranty and/or representation that:
3. the Application will work as expected, or that any information provided through the Application or otherwise communicated in connection with the Application and its operation, including information displayed in the Application, will be timely, accurate, reliable, complete, true or correct;
4. the Application will be secure, error-free or available at any particular time or place, or will continue working, operating or functioning for any period of time;
5. any defects, flaws, bugs or errors in the Application will be corrected; and
6. the Application will be free of viruses, bugs, trojan horses, malfunctions, or other harmful components, or properly protected from hacker, malware or other attacks, or third-party hostile interferences.
7. **Waiver of Fiduciary Duties**

These Terms, the Application, any other service or product provided by us are not intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary contained in these Terms or applicable provisions of law or equity, and to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

1. **Risks**

By accessing or using the Application you acknowledge all of the following risks and agree that we shall not be liable in relation thereto:

1. **Value and Volatility**. The prices of Virtual Assets are extremely volatile and subjective, and Virtual Assets have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of Virtual Assets, which may also be subject to significant price volatility. We do not guarantee that any Virtual Assets will retain their original value, as the value of Virtual Assets depends on factors occurring outside of our control that may materially impact the value and desirability of any particular Virtual Assets.
2. **Risk of Software Weaknesses**. Although we make reasonable efforts to ensure that the Application and related software follow the high-security standards, we do not warrant or represent that the Application or any related software are secure or safe, or protected from fishing, malware or other malicious attacks. Further, the Application and related software may contain weaknesses, bugs, vulnerabilities, viruses or other defects which may have a material adverse effect on the operation thereof, or may lead to losses and damages for you, other users of Application, or third persons.
3. **Risk Inherent in the Underlying Blockchain Networks**. Certain parts of the Application interact with the Helium Blockchain Network. As a result, any malfunction, breakdown or abandonment of the Helium Blockchain Network may have a material adverse effect on the Application. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Application and related blockchain software by rendering ineffective the cryptographic consensus mechanism that may underpin the Helium Blockchain Network. The smart-contract concept, the underlying software and software platforms, including the Helium Blockchain Network, are still in an early development stage and unproven. Although it is very unlikely, the Helium Blockchain Network, as well as any other blockchain, can be attacked which may result in downtime, consensus split, long reorganisation of the chain, 51 percent attack, or other adverse outcomes each of which may lead to complete loss of Virtual Assets implemented on the Helium Blockchain Network.

In addition, the Application may derive certain information from the Helium Blockchain Network and related software in an automated manner, which means that such information is not verified. As a result, such information may not be true, complete, timely, accurate, or sufficient. Furthermore, certain functions within the Application may be executed by third parties that may not act in a timely or reliable manner, or as expected or intended, or may fail to act, which can lead to inaccessibility of the functionality or partial or complete loss of respective Virtual Assets.

1. **Risk of Flawed Logic of the Application**. The underlying logic of the Application and related software may be flawed, defective or impaired, which can result in software or smart-contracts operating incorrectly or not as expected, or transactions being executed in violation of logic which underpins the software or smart-contracts, which can lead to partial or complete loss of certain Virtual Assets.
2. **Risk of Confusing User Interface**. Certain user interface elements or design decisions of the Application can be confusing or mislead you, which may result in the execution of a different action or transaction than intended or desired, or connection of a wrong Wallet or network.
3. **Risk of Legal Uncertainty**. The regulatory regime governing Virtual Assets, blockchain technologies, and related activities is uncertain, and new regulations or policies may adversely affect the potential utility or value of your Virtual Assets, or may have certain negative legal or tax consequences for you. Also, activities of the Company may be subject to various laws and regulations in the countries where it operates or intends to operate. We might be obliged to obtain different licenses or other permissive documents in some or all jurisdictions where we intend to operate our business, therefore, our business in such jurisdictions shall always be subject to obtaining such licenses or permissive documents, if so directed by applicable laws. Furthermore, regulatory actions, orders or inquiries may adversely affect the Application and Company, or impair our ability to make the Application available. Additionally, changes in applicable laws or regulations or evolving interpretations of existing law could, in certain circumstances, result in increased compliance costs or capital expenditures, which could affect our ability to carry on the business model and develop the Application and related software.
4. **Risk of Theft**. We make a commercially reasonable effort to ensure that any transactions carried out via the Application are secure. Notwithstanding the aforesaid, there is no assurance that there will be no theft of the Virtual Assets, as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, double-spent attacks, flash-loan attacks, vulnerabilities or defects of the Application or related software, Helium Blockchain Network, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. Any of the above may lead to partial or complete theft or loss of the Virtual Assets used within the Application.
5. **Applicable Law**

These Terms, as well as any and all relationship between you and us relating to the Application and any matters contemplated herein, shall be governed by, construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

1. **Disputes Resolution**
   1. Except for any Disputes in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company hereby agree to settle and finally resolve any Dispute arising out of or in connection with the Application, these Terms and any matters contemplated herein in binding arbitration and in accordance with this Section 28.
   2. For any Dispute that you have against us or relating to the Application, these Terms or any matters contemplated herein, you shall first contact us and attempt to resolve the Dispute informally by sending a notice to us by email at the email address indicated in Section 2 of these Terms above. The notice must include your name, address and email, and such other information necessary to identify you or assess your inquiry, describe the nature and basis of the Dispute and set forth the specific relief sought. If the Company and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such notice is received, then either party may submit the dispute to binding arbitration administered by the SIAC, in accordance with the terms set forth below.
   3. Any Disputes arising out of or in connection with the Application, these Terms or any matters contemplated herein, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference herein. Any arbitration will occur in Singapore. You will not and hereby waive your rights to object to the arbitration prescribed herein.
   4. Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, the Company, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.
   5. Any Dispute arising out of or related to these Terms is personal to you and the Company 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 in any circumstances. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.
   6. To the maximum extent permitted under the applicable law, you and the Company waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.
   7. To the maximum extent permitted under the applicable law, you and the Company hereby agree that any claim arising out of or related to the Application, these Terms or any matters contemplated herein shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor the Company will have the right to assert such claim.
2. **Communication**
   1. You agree and consent to receive electronically all Communications that we provide in connection with these Terms and any matters contemplated herein. You agree that we may provide Communications to you by posting them within the Application. If you provide us with your email address, we may (but are not obliged to) send Communications to you by email.
   2. It is your responsibility to regularly monitor the Communications within the Application. All Communications given in accordance with this Section 29 shall be deemed in writing, valid, and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.
   3. You may electronically communicate with us by sending Communications to the email address indicated in Section 2 of these Terms above. We may require you to provide additional data or documents that will allow us to identify you and properly assess your inquiry.
3. **No Waiver**

No failure or delay by us to exercise any right or remedy provided under these Terms or law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

1. **Entire Agreement**

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and us concerning the matters contemplated herein and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

1. **Modifications**

We may modify, supplement or update these Terms from time to time at our sole discretion. If we make changes to these Terms, we will notify you of such changes by providing a notice via the Application and/or updating the “Last Updated” date at the top of these Terms. Unless otherwise specified in our notice, updated Terms shall be effective immediately, and your continued use of the Application will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Application.

1. **Survival**

Sections 9, 12-14, 16, 19, 21-37 of these Terms and provisions hereof constructed to survive the termination of these Terms shall survive any expiration or termination of these Terms, regardless of reason.

1. **Language**

Currently, only the English version of these Terms and any Communications is considered official. The English version shall prevail in case of differences in translation of any materials, information, documents, Communications or other content.

1. **Assignability**
   1. You may not assign or transfer any rights or obligations under these Terms without our prior written consent.
   2. We may assign and transfer these Terms, all and any rights and obligations hereunder to an Affiliate or successor, or in connection with the redomiciliation to another jurisdiction, without your consent or approval, or any prior notice. In all other cases, we may assign or transfer these Terms to any person upon prior written notice to you.
2. **Validity and Enforceability**

The invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

1. **Personal Data**

Please learn more about how we process your personal data in our MNTD App Privacy Notice available at [link to Privacy Notice].

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[End of Document.]