

TrueEffortless (TEFS) TOKEN SALE TERMS AND CONDITIONS

The following **Terms and Conditions** ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("TEFS") from TrueEffortless platform. Each of you and TrueEffortless platform is a "Party" and, together, the "Parties" to these Terms. This document does not constitute a promotion, invitation or solicitation for investment purposes and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the TEFS token sale.

The terms of the contribution are not intended to be a financial services offering document or a prospectus. The TEFS token offering involves and relates to the development and use of an experimental platform and technologies **that may not come to fruition or achieve the objectives specified in the White Paper.**

The purchase of TEFS Tokens represents a high risk to any contributor. The Tokens do not represent equity, shares, units, royalties or rights to capital, profit or income in the platform or software or in the entity that issues tokens or any other company or intellectual property associated with the platform or any other public or private enterprise, corporation, foundation or other entity in any jurisdiction.

This agreement must be read in conjunction with the White Paper. These terms are intended solely for the use of the person who intends to do his/her own research for the purpose of evaluating a possible purchase of tokens and is not to be reproduced or distributed to any other persons (other than professional advisers of the prospective investor receiving this document) or used, in whole or in part, without the consent of the TrueEffortless team.

These terms do not constitute an offer or solicitation of an offer to purchase or participate in the sale of TEFS tokens in any country, state or other jurisdiction where this offer or transactions thereof would be restricted or prohibited or to any firm or individual who does not satisfy the conditions described within these Terms. Accordingly, persons into whose possession these terms come are required to inform themselves about, and to observe, such prohibitions or restrictions that might apply to them.

The Tokens are offered solely on the basis of the information and representations contained in these terms and superseded and extinguishes any all previous agreement, promises, assurances, warranties, representations and understandings whether written or oral relating to those Tokens.

The Tokens have not been approved or disapproved by any securities commission or other regulatory agency of any jurisdiction, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these terms. Any representation to the contrary is unlawful.

The contents of these terms do not contain legal, tax, investment or financial advice. You should be aware of all possible tax consequences, the legal requirements, and any restrictions, which they might encounter under the laws of the countries of their citizenship, residence or domicile.

These terms have not been reviewed by any governmental agency nor has any such agency determined the adequacy of this agreement or confirmed the accuracy of the information contained herein.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE TEFS TOKEN. BY PURCHASING TEFS FROM US (Via any third party exchange the token is listed on), YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT team@efortless.io. By purchasing TEFS, and to the extent permitted by law, you are agreeing not to hold any of the the TrueEffortless platform and its respective past, present and future members, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "TrueEffortless Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of TEFS, including losses associated with the terms set forth below.

DO NOT PURCHASE TEFS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS!

Participation in this token sale period is only suitable for investors who are capable of evaluating the merits and risks of such participation and who have sufficient resources to bear any loss which might result from such participation.

Purchases of TEFS should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including but not limited to BSC tokens, and blockchain based software systems. Purchasers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens.

While the team will be available to assist purchasers of TEFS during the sale, we will not be responsible in any way for loss of TEFS or any other token/coin resulting from actions taken by, or omitted by purchasers. If you do not have such experience or expertise, then you should not purchase TEFS or participate in the sale of TEFS. Your participation in TEFS sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

PERSONS PARTICIPATING IN THE SALE PERIOD ARE NOT PROTECTED BY ANY STATUTORY COMPENSATION ARRANGEMENTS IN THE EVENT OF THE FAILURE OF THE DEVELOPMENT AND USE OF THE PLATFORM.

PRIOR TO PURCHASING TEFS, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW, you should inform yourselves as to the legal requirements and restrictions within the country of your nationality, residence, ordinary residence or domicile to participate in the token Sale, and the taxation consequences which might be relevant to the acquisition, holding or disposal of the tokens, and, to the extent necessary, you should consult an appropriate lawyer, accountant, or or other professional advisor as to the legal, tax, financial or other matters relevant.

By purchasing Tokens, you expressly acknowledge, accept and assume these risks. As set out in these Terms, the Tokens are not being structured or sold as Shares or any other form of investment product. Accordingly, none of the information presented in these Terms is intended to form the basis for any investment decision, and no specific recommendations are made or intended. TrueEfortless expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in the Terms, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing Tokens, you acknowledge that you have read, understand, and have no objection to TrueEfortless' creation and intended use of the Tokens as described in these Terms, in the White Paper and on the Website.

IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE TEFS.

Now thereof, purchaser agrees to buy, and TrueEfortless agrees to sell the TEFS tokens in accordance with the following terms:

1. Conditions to TEFS token sale

YOU MAY NOT MAKE A ACQUIRE A TEFS TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF ANY COUNTRY, STATE OR OTHER JURISDICTION WHERE THIS OFFER OR TRANSACTIONS THEREOF WOULD BE RESTRICTED OR PROHIBITED.

When you purchase, or otherwise receive, a TEFS token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the TEFS tokens:

- neither the platform nor any of the TrueEfortless Team has provided you with any advice regarding whether TEFS is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of TEFS in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of TEFS and allocate TEFS to you;
- you have not supplied us with information relating to your acquisition of TEFS or otherwise which is inaccurate or misleading;

- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain TEFS, and you are not aware of any other legal reason to prevent you from obtaining TEFS;
- you take sole responsibility for any restrictions and risks associated with receiving and holding TEFS.
- by acquiring TEFS, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using TEFS for any illegal purpose, and will not use TEFS for any illegal purpose;
- Any contribution to be made by you for the purchase of Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of TEFS;
- your acquisition of TEFS not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, TrueEfortless makes no warranty whatsoever, either expressed or implied, regarding the future success of TEFS and/or the BSC Network;
- you accept that TEFS is created and you obtain TEFS on an “as is” and “under development” basis. Therefore, provided acts in good faith of the TrueEfortless team, you accept that TrueEfortless is providing TEFS without being able to provide any warranties in relation to TEFS, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that **you bear sole responsibility** for determining if (i) the acquisition, the allocation, use or ownership of TEFS (ii) the potential appreciation or depreciation in the value of TEFS over time, if any, (iii) the sale and purchase of TEFS; and/or (iv) any other action or transaction related to TEFS has tax implications.

No regulatory authority has examined or approved of the Available Information, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Available Information to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

The Available Information, the undertaking and/or the completion of the Token Sale, or future trading of the Tokens on any exchange or market (regulated, unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by you as an indication of the merits of TrueEfortless, the Tokens, the Token Sale, the Platform and/or the Available Information;

2. Overview of TEFS sale

TEFS is required for proper operation and comprehensive utilization of TrueEfortless (as defined in the white paper (the “White Paper”) provided at <https://www.efortless.io> (the “Website”) as of the date the Purchaser acquires TEFS token). After the TEFS sale, each TEFS is backed by the purchase of the underlying assets, for the purpose of the development and maintenance of an monetary system platform and associated applications as described in the White Paper. To the extent they do not contradict these Terms, the rights connected to TEFS are subject to the limitations set out in the White Paper, but this should in no case create obligations for TrueEfortless in addition to the ones contained in these Terms. TrueEfortless reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect it or TEFS from a regulatory or legal perspective. TrueEfortless shall have the right to sell any such underlying assets (if already part of TEFS portfolio) and block their acquisition.

At any time during the Token Sale and at its sole discretion, TrueEfortless may, by notice on their Website, temporarily or permanently suspend the Token Sale and/or the Token Sale portal for security or other reasons and such suspension shall take effect from the moment of publication of such notice until the same is updated or removed from its Website (the “Suspension Period”). You agree not to send any Contributions in any Payment Currency during such a Suspension Period and accept the risk that any contribution sent during such a Suspension Period may be lost in its entirety. TrueEfortless is not responsible or liable for returning or refunding any losses incurred by you due to sending a Contribution during a Suspension Period.

TrueEfortless reserves the right, at its sole discretion, to change, modify, add, or remove any portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing TEFS.

Purchaser must have a BSC wallet that supports the BEP-20 token standard in order to receive any purchased TEFS.

The maximum total amount of TEFS to be issued is 100,000,000,000.

No more TEFSs will be issued after the end of the TEFS sale, as described in the preceding paragraph. Ownership of TEFS during the TEFS token sale carries no rights express or implied. Purchases of TEFS are non-refundable.

The anticipated distribution of the TEFS tokens is as follows:

- Token Sale Program - 25%
- Reserve Fund - 8%
- Team and Founders - 15%
- Board Advisors - 4%
- Ecosystem Development - 7%
- Marketing and Bounty - 6%
- Burned gradually (10B/y) - 35%

3. The TEFS token sale

The general public will be able to see the total number of TEFS tokens currently sold, as well as the distribution of all TEFS tokens between the participating BSC accounts. In the spirit of openness, the number of tokens sold will be constantly updated.

The Purchasers should have no expectation of influence over governance of TrueEfortless. Upon the conclusion of a successful TEFS sale, the digital assets backing each TEFS token will be transparently purchased, as the indicated funds allocation on the Website.

TrueEfortless will provide you with an official and regular audit conducted on the existence of the digital assets backing each TEFS token. Through this audit, you can track and confirm that the digital assets backing your TEFS have been received and acquired. Access to the audit results does not constitute a TEFS purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased TEFS tokens.

TrueEfortless Team warrants that the amount of 35B TEFS tokens will be burned gradually, at the rate of 10B/year.

ALL PURCHASES OF TEFS ARE FINAL. PURCHASES OF TEFS ARE NON-REFUNDABLE. BY PURCHASING TEFS, THE PURCHASER ACKNOWLEDGES THAT NEITHER TrueEfortless NOR ANY OF ITS AFFILIATES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF TrueEfortless BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING TEFS CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR IT AND/OR TEFS, TrueEfortless RESERVES THE RIGHT TO: (A) BUY ALL TEFSs FROM SUCH TEFS OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

4. Taxation of TEFS and Taxation Related to the Token Sale

The Purchaser bears the sole responsibility to determine if the purchase of TEFS with BNB, BTC etc. or the potential appreciation or depreciation in the value of TEFS over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing TEFS, and to the extent permitted by law, the Purchaser agrees not to hold any of TrueEfortless, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of TEFS.

5. Privacy

TrueEfortless will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information.

6. Force Majeure

The TrueEfortless Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

7. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING TEFS AT THE PURCHASER'S SOLE RISK AND THAT TEFS IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NONE OF THE TrueEffortless TEAM WARRANTS THAT THE PROCESS FOR PURCHASING TEFS WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Limitations Waiver of Liability

The purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to (i) use of, or inability to use TEFS or (ii) the TrueEffortless team under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) **and that none of the TrueEffortless team shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase TEFS, or arising out of any interaction with the smart contract implemented in relation to TEFS.**

The purchaser further specifically acknowledges that the TrueEffortless team is not liable for the conduct of third parties, including other purchasers of TEFS, AND THAT THE RISK OF PURCHASING AND USING TEFS RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE TrueEffortless TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF TEFS.

9. Intended Purpose and Use of Tokens

The intended purpose of the Tokens is to enable TrueEffortless to develop the platform, as more particularly set out in the latest version of the White Paper issued and published on the Website and to provide such other utility as TrueEffortless may in the future decide subject to compliance with all applicable laws. The Token Utility is expected to be provided in due course through the Platform. More specifically, Tokens are intended to facilitate the provision of the Token Utility by TrueEffortless to the users of the Platform.

The purchase, ownership, receipt, transmission or possession of Tokens carries no rights of whatsoever nature, express or implied, other than the right to use Tokens in accordance with the Token Utility as a means to enable usage of and interaction within the Platform if the Platform is successfully completed and deployed. Furthermore, the Terms shall not and cannot be considered.

- As an invitation to enter into an investment or purchase any security or financial instrument. The Terms do not constitute or relate in any way, nor should they be considered, as an offering of securities or financial instruments in any jurisdiction or

- to contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision.

The Tokens are utility tokens and are not intended to be used as an investment. Further, you must note that Tokens do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue shares or voting rights or intellectual property rights regarding TrueEffortless or any affiliate thereof.

You are purchasing Tokens to potentially receive the Token Utility on the Platform at a future point in time being aware of the commercial risks associated with the Company and the Platform and the risks of contributing to early stage blockchain start-up businesses and acknowledge that these risks are substantial.

Acquiring Tokens shall not grant any right or influence over TrueEffortless (or any affiliate thereof), other than rights relating to the potential future provision and receipt of the Token Utility, subject to the limitations and conditions contained in these Terms and any other terms and conditions that apply to the usage of the Platform.

The Tokens are not intended to be a representation of money (including electronic money), security, commodity, financial instrument, bond, debt instrument or any other kind of financial instrument or investment. Protections offered by the applicable law in relation to the purchase and sale of the aforementioned financial instruments and/or investments do not apply to the purchase and sale of Tokens and neither these Terms nor the White Paper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired in any case or circumstance for speculative or investment purposes with the expectation of making a profit on immediate resale or otherwise.

Any person agreeing, covenanting or undertaking to acquire Tokens acknowledges and understands that TrueEffortless (or any affiliate thereof as applicable) does not provide any promise covenant undertaking guarantee assurance representation or warranty or create any expectation that it will establish complete and/or deploy an operative Platform and therefore

neither TrueEffortless nor any of its affiliates provide any promise covenant undertaking guarantee assurance representation or warranty create any expectation that the Tokens may at any time be used to purchase any goods or services whatsoever or that the Token Utility or the Platform will be established completed deployed delivered and/or realized.

10. Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens that you purchase from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of Tokens nor is the Company under any obligation to recover any Tokens and the Company hereby excludes (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) Tokens. The Company shall not be responsible or liable for any losses, costs, or expenses relating to any lost access credentials.

11. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of TEFS and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the TrueEffortless platform and ESF. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and ESF. Regulatory actions could negatively impact the platform and ESF in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of ESF constitutes unlawful activity or that ESF are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. TrueEffortless may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

12. Complete Agreement and Miscellaneous

These Terms set forth the entire understanding between the Purchaser and TrueEffortless with respect to the purchase and sale of TEFS. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of TEFS and supersede any public statements about the TEFS token sale made by third parties or by the TrueEffortless Team or individuals associated with any of the TrueEffortless Team, past and present and during the TEFS token sale.

TrueEffortless failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the TrueEfortless Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of TEFS; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

These Term shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms without Company's prior written consent from, including by operation of law or in connection with any change of control. Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your prior written consent or approval.

This agreement is entered into for unlimited duration. We reserve the right to terminate and/or suspend your access to our services/website, without giving you prior written notice and delete all related information and files related to your use of our services, website, platform, mobile application, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

You agree to seek an amicable settlement prior to bringing any legal action.

TrueEfortless prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control [1] ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political [2] figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the TrueEfortless after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or (iv) for a foreign shell bank [3] (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").

TrueEfortless retains all right, title and interest in all of TrueEfortless' intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of TrueEfortless' intellectual property for any reason without the TrueEfortless' prior written consent.

13. Language

Currently, only English and Romanian versions of any TrueEffortless' communications is considered official. The English version shall prevail in case of differences in translation.

14. Governing Law

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with European law.