

## usebofet.com Terms of Use

**Last Updated:** August 26th, 2025

### Introduction

These Terms of Use provide the terms and conditions under which you, whether personally or on behalf of an entity (“you” or “your”), are permitted to use, interact with or otherwise access the Interfaces or Features provided by Adventure One QSS, Inc. (“the Company,” “A1” “we,” “us,” or “our”). These Terms of Use, together with any documents and additional terms or policies that are appended hereto or that expressly incorporate these Terms of Use by reference as well as our Privacy Policy (collectively, the “Terms”), constitute a binding agreement between you and us.

These Terms are applicable to (i) all content, informational functionality, and information features (the “Content Features”) available on usebofet.com (the “Site”) and any other site to which the Terms are posted (each, as applicable, an “Interface”) and (ii) software, including but not limited to the blockchain-based, smart contract protocol (the “Protocol”) known as usebofet (hereinafter, the “Platform”), that may be available to users by connecting their self-hosted wallets via an Interface, including but not limited to the Site (the “Technology Features” and together with the Content Features, the “Features”).

The Site primarily functions to provide the Content Features — that is, news and information about global current events. **If you are in a Restricted Jurisdiction (as defined below), you are only permitted to use the Content Features on the Site or any other Interface and may not use the Site or any other Interface for any other purpose and you may not access the Technology Features, including and in particular the Platform.**

NOTICE: PLEASE REVIEW THE TERMS CAREFULLY. BY ACCESSING, INTERACTING WITH OR USING THE SITE OR ANY OTHER INTERFACE (INCLUDING BY LINKING YOUR WALLET, OR OTHERWISE CREATING AN IDENTIFIER ON THE SITE), ANY INTERFACE OR ANY FEATURE, YOU AGREE THAT YOU ARE ABLE TO ENTER INTO A BINDING AGREEMENT AND, AS SUCH, HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS, INCLUDING THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS, YOU ARE NOT AUTHORIZED TO INTERACT WITH, ACCESS OR USE ANY INTERFACE OR FEATURE.

USE OF THE SITE, PLATFORM OR TECHNOLOGY FEATURES FOR TRADING IS NOT PERMITTED BY PERSONS OR ENTITIES WHO RESIDE IN, ARE LOCATED IN, ARE INCORPORATED IN, HAVE A REGISTERED OFFICE IN, OR HAVE THEIR PRINCIPAL PLACE OF BUSINESS IN THE UNITED STATES OF AMERICA, UNITED KINGDOM, FRANCE, ONTARIO, SINGAPORE, POLAND, THAILAND, AUSTRALIA, BELGIUM, TAIWAN, OR ANY OTHER RESTRICTED TERRITORY AS DEFINED BELOW (ANY SUCH PERSON OR ENTITY FROM THESE JURISDICTIONS, A “RESTRICTED PERSON”). ADDITIONALLY, USE OF THE SITE, PLATFORM OR TECHNOLOGY FEATURES FOR TRADING IS NOT PERMITTED BY PERSONS OR ENTITIES (I) ON BEHALF OF ANY RESTRICTED PERSON(S) OR (II) DIRECTED, COORDINATED OR CONTROLLED BY ANY RESTRICTED PERSON (ANY SUCH PERSON OR ENTITY ALSO SHALL BE CONSIDERED A RESTRICTED PERSON).

THERE ARE NO EXCEPTIONS; THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE SITE, PLATFORM OR ANY OF THE TECHNOLOGY FEATURES TO TRADE. USE OF A VIRTUAL PRIVATE NETWORK (“VPN”) OR ANY SIMILAR TOOL TO

ATTEMPT TO OR TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS STRICTLY PROHIBITED. ANY PERSON IN VIOLATION OF THESE TERMS MAY HAVE THEIR WALLETS PLACED IN CLOSE-ONLY MODE AND BE PROHIBITED FROM ACCESSING THE TECHNOLOGY FEATURES IN OUR SOLE DISCRETION.

## **The Site and Features**

### Description of the Site and Features

The Site contains different functionality – one part provides information about global news and events (the “Information Site”), while another part contains a feature that allows users to send messages to the Polygon blockchain network in an entirely self-directed manner in order to engage in trades for certain event-based contracts (the “Contracts”).

Certain of the Features, including the Platform, were developed by a separate entity, Blockratize, Inc. (“Blockratize”). Blockratize is a developer of software, and the Company is a licensee of such software. Neither the Company nor Blockratize operates a cryptoasset or derivatives exchange platform or offer trade execution or clearing services and, therefore, neither has control concerning your transactions using the Features.

The pricing information provided on the Site relating to Contracts does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Company.

Even when the Site appears to be dynamic (*e.g.*, updating or providing new displays when you – on your own accord – provide certain information), at no time is the Company taking action directed by you or on your behalf. In addition, if you click the “Connect Wallet” feature on the Site such that your self-hosted cryptocurrency wallet (“Wallet”) is able to provide information to be transmitted to a blockchain network or other blockchain-based application, you should note that the Company (i) is *not* involved in providing or transmitting any such information to networks, (ii) *cannot* transmit any information to networks or otherwise assist in any transaction, (iii) *never* has access to and cannot control or provide guarantees relating to your Wallet and (iv) has *no authority* over and does *not* take possession or custody of your cryptoassets at any time, except as otherwise discussed herein. This also means that the Company is unable to assist with transactions: please be vigilant in interacting with any immutable blockchain technology. Further, neither the Company nor Blockratize owns or controls any of the deployed Contracts, the underlying software through which blockchain networks are formed or the Protocol is deployed. In general, the software underlying blockchain networks, including the Polygon network, is open source, such that anyone can use, copy, modify, and distribute it.

You are solely responsible for familiarizing yourself with your Wallet and its safety and security features, including any private keys and passwords associated therewith. We will not and cannot access your private key, password, or any cryptoassets held within your Wallet nor can it reverse any transactions you initiate with your Wallet (or otherwise). We cannot be responsible or liable in any way for how you use your Wallet.

You should also familiarize yourself with the risks associated with transacting on blockchain networks, including but not limited to smart contract vulnerabilities, front end vulnerabilities, hacks, phishing attacks, social engineering attacks, cryptoasset volatility and transaction irreversibility.

Neither the Company nor Blockratize owns or controls the Protocol or the Polygon blockchain network on which the Protocol has been deployed. Neither the Company nor Blockratize is responsible for the

operation of the underlying Polygon blockchain network, and neither the Company nor Blockratize makes any guarantee of the network's functionality, security, or availability. The Company has no ability in any way to control, maintain, provide, operate, or improve the blockchain network underlying the Protocol nor the activity or data thereon. The Company is not responsible for the activities of persons or entities who develop or use applications or who validate or verify transactions or other operations related to blockchain networks operated by third parties. The Company cannot control how blockchain networks operated by third parties market their blockchain networks and users should not assume any blockchain networks operated by third parties are affiliated with the Company or with Blockratize. All transactions broadcast to the applicable blockchain network via your Wallet may require the payment of non-refundable network transaction fees, which shall be borne entirely by you.

We do not effectuate, facilitate or control any transactions initiated via the Platform, and the Company will not be responsible for the result of any transactions, including but not limited to failed, inadvertent, or fraudulent transactions that may result in loss of funds or transaction fees or any other loss or harm to you.

#### Your Acknowledgement Relating to the Site and Information on the Site

You hereby acknowledge and agree that all information provided as part of the Content Features in connection with your access and use of the Site is intended for informational purposes only. The Site strives to provide accurate information, but there is no guarantee or warranty that the information is updated, complete, or timely. For this reason, you acknowledge and agree that you are not relying on any of the information on the Site or any other Interface for any purpose and expressly (i) disclaim any reliance on any information on the Site or within the Features, and (ii) acknowledge that neither the Company nor Blockratize will be liable for any such information provided.

From time to time the Site, any other Interface or the Features may be inaccessible or inoperable for any reason, including, without limitation: (A) equipment malfunctions; (B) periodic maintenance procedures or repairs that the Company or any of its suppliers or contractors may undertake from time to time; (C) causes beyond the Company's control or that the Company could not reasonably foresee; (D) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (E) unavailability of third-party service providers or external partners for any reason.

You should take all steps to independently verify any information on the Site and any Interface on which you intend to rely and should not take action based solely on any information contained on any Interfaces, including blog posts, data, articles, links to third-party content, social media content (including Discord, Lens, Farcaster or X), news feeds, tutorials and videos.

None of the information provided on the Site, any other Interface, or through the Features should be construed as professional or investment advice, and the Company does not owe any duties and does not have any obligations to you based on the information provided on the Site, any other Interface, or through the Features. You acknowledge and agree that all information provided in connection with your access and use of the Site, any other Interface, and the Features is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Site or any other Interface, or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, social media content, and videos. Before you make any financial, legal, or other decisions involving the Features, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not

intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

None of the information provided on the Site, any other Interface, or through any of the Features shall be interpreted as an invitation or inducement to (i) exercise any rights to acquire, dispose of, underwrite, or convert any cryptoassets or digital assets or (ii) buy, sell, or induce a user to buy or sell any cryptoassets or digital assets.

Neither the Company nor Blockratize is acting as an investment adviser, trading, tax, legal or other adviser to any person or entity.

## **Modifications**

### **To The Terms**

We reserve the right, in our sole discretion, to modify the Terms at any time or from time to time. The modified Terms will be posted on the Site and any other Interface and will provide the last updated date at the top. Any modified Terms will become effective upon posting. By continuing to access, use or otherwise interact with any Interface or Feature after the effective date of any modification to the Terms, you are providing your explicit agreement to be bound by the Terms as modified. If you do not agree to be bound by any updated Terms, you are prohibited from using, accessing, or otherwise interacting with the Interfaces or Features. It is your responsibility to check any Interface you use regularly for modifications to the Terms.

### **To the Site, any other Interface, or the Features**

We reserve the right, in our sole discretion, to modify, substitute, eliminate, restrict access to, or add to the Site, any other Interface, or any Feature at any time and from time to time, with or without notice to you, including deleting or otherwise materially modifying content and information.

We may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable (temporarily or permanently) the Site, any other Interface, or the Features, in whole or in part, for any reason whatsoever, including, without limitation, to only allow open contracts to be closed. Upon termination of your access, your right to use the Site, any other Interface, or the Features will immediately cease. We will not be liable for any losses suffered by you resulting from any modification to any Site, any other Interface, or Features or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Site, any other Interface, or the Features. The Site, any other Interface, and the Features may evolve, which means the Company may apply changes, replace, or discontinue (temporarily or permanently) the Site, any other Interface, or the Features at any time in its sole discretion.

The following sections of these Terms will survive any termination of your access to the Site, any other Interface, or the Features, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 5, 7-10.

## **Your Responsibilities, Representations & Prohibited Conduct**

### **Your Representations**

As a condition to accessing or using the Site or the Features, you represent and warrant to the Company the following:

*Of Age and Legal Authority.* The Site, any other Interface, and Features are intended only for users who are 18 years of age or older. If you are entering into the Terms on behalf of an entity, such as the company you work for, you represent to us that you have the legal authority to bind such an entity. If you do not meet these requirements, you are prohibited from accessing, using or otherwise interacting with the Site, any other Interface, or Features.

*Sanctions.* You represent and warrant that you are not, and for the duration of the time you use the Site, any other Interface, and Features, will not be (i) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties; (ii) in contravention of any laws and regulations pertaining to anti-money laundering or terrorist financing; (iii) included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Assets Control (OFAC) or on any list pursuant to European Union (EU) and/or United Kingdom (UK) regulations (as the latter are extended to Panama by statutory instrument); or (iv) operationally based or domiciled in a country or territory in which sanctions imposed by the United Nations (whether through the Security Council or otherwise), OFAC, the EU and/or the UK apply, or otherwise pursuant to sanctions imposed by the United Nations, OFAC, EU, or UK. If at any point the above is no longer true, then you must immediately cease using the Site, any other Interface, and Features.

*Restricted Jurisdictions.* You acknowledge and agree that you are not permitted to access, use or trade with the Contracts on the Platform if you are residing in, a citizen of, organized in or located in the following jurisdictions (collectively, the "Restricted Jurisdictions"): a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States, including but not limited to Iran, Syria, Cuba, North Korea, and the Crimea, Donesk and Luhansk regions of Ukraine; the United States, United Kingdom, France, Ontario, Singapore, Poland, Thailand, or Taiwan.

*Wallet Configuration.* You represent and warrant that you – and only you – are responsible for properly configuring, as applicable, and using the Site, any other Interface, or the Features or incorporating the Features into your applications or Wallet and for taking appropriate action to secure your data, including without limitation, financial or token information and private keys.

*No VPN To Circumvent or Attempt to Circumvent.* You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Site, any other Interface, or the Features.

*Sophistication.* You represent and warrant that you possess sufficient knowledge, market sophistication, professional advice, experience and skills to engage with the Site, any other Interface, and the Features, including the Platform if you are permitted to use it, and that you have the requisite understanding of blockchain technology, cryptoassets and cryptography to be able to engage with the Features.

*Applicable Law.* Your access to the Site, any other Interface, and Features is not (i) prohibited by and does not otherwise violate or assist you to violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over the Company, you, the Site, any

other Interface, or the Features, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, “Applicable Laws”); or (ii) contribute to or facilitate any illegal activity. You represent and warrant that you will comply with all Applicable Laws, and you will not use the Site, any other Interface, or the Features if the laws of your country, or any Applicable Law, prohibit you from doing so.

*Financial Risks.* Use of the Features, in particular entering into Contracts on the Platform, may carry financial risk. You acknowledge and understand that Contracts are inherently risky by their nature and participation in Contracts could result in the loss of the full amount supplied. Contracts such as the Contracts available on the Platform are highly experimental, risky, and volatile. Transactions entered into in connection with the Contracts are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Site, any other Interface, and the Features, including the Contracts and the Platform, at your own risk. The risk of loss in transacting in cryptoassets using Contracts can be substantial. You should, therefore, carefully consider whether such transactions are suitable for you in light of your circumstances and financial resources. Further, such risks and adverse outcomes may be exacerbated when leverage and/or derivative products are used and we may, at any time and in our sole discretion, elect to suspend or terminate our support of any or all supported Contracts. BY USING THE PLATFORM TO TRADE AND ENTER INTO CONTRACTS, YOU CAN LOSE UP TO THE ENTIRE AMOUNT OF THE CRYPTOASSETS SUPPLIED TO THE CONTRACT.

*Contract Resolution.* You acknowledge and understand that the Company is not involved in nor responsible for the resolution of any Contracts displayed on the Platform. You further acknowledge and understand that all Contracts displayed on the Platform are resolved by the UMA Optimistic Oracle, a smart contract based optimistic oracle in accordance with a Contract’s pre-defined rules. You acknowledge and agree that the Company is not responsible for any disputes related to the resolution of any Contracts and that any such disputes shall be made through the prescribed process through the UMA dApp.

### **Your Responsibilities & Prohibited Conduct**

You agree to access, use or otherwise interact with the Site, any other Interface, and Features only in an authorized, proper and appropriate manner and in accordance with these Terms and with all applicable laws.

You agree that you will not:

- Violate any applicable laws or regulations through your access to or use of the Site, any other Interface, or the Features;
- Violate the Terms;
- Engage in any activity that violates Applicable Law;
- Exploit the Site, any other Interface, or Features for any unauthorized purpose;
- Circumvent or attempt to circumvent any content-filtering techniques, security measures or access controls that the Company employs on the Site, including, without limitation, through the use of a VPN or similar measures;
- Provide false, inaccurate, or misleading information while using the Site, any other Interface, or the Features or engage in activity that operates to defraud the Company, other users of the Features, or any other person;

Harvest or otherwise collect information from the Site, any other Interface, or the Features for any unauthorized purpose;

Engage in activity that violates any Applicable Laws, rule, or regulation concerning the integrity of the Site, any other Interface, and the Features, including (but not limited to): (i) any fraudulent act or scheme to defraud, deceive, trick or mislead; (ii) front-running; (iii) fraudulent trading; (iv) fictitious transactions; (v) pre-arranged or non-competitive transactions; (vi) cornering, or attempted cornering; (g) violations of bids or offers; (vii) wash trading (e.g., placing or accepting buy and sell orders in the same contract, where you know or reasonably should know that the purpose of the orders is to avoid taking a bona fide market position exposed to market risk); (viii) manipulation; (ix) spoofing (i.e., placing buy or sell orders without a bona fide intent to transact and with the intent to cancel before execution); (x) knowingly making any bid or offer for the purpose of making a market price that does not reflect the true state of the market; or (xi) any other trading activity that, in the reasonable judgment of the Company or Blockratize, is abusive, improper or disruptive;

Use the Site, any other Interface, or Features in any manner that could disable, overburden, damage, or impair the Site, any other Interface, or Features or interfere with any other party's use or enjoyment of the Site, any other Interface, or Features;

Use the Site, any other Interface, or the Features, in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;

Use the Site, any other Interface, or the Features for or on behalf of any person residing in a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Site, any other Interface, or the Features is prohibited, including all Restricted Jurisdictions;

Reverse engineer, disassemble, or decompile the Interfaces or Features or apply any other process or procedure to derive the source code of any software included in the Interfaces or Features except to the extent applicable law does not allow this restriction or such rights have been expressly granted to you under a separate license;

Sublicense, sell, or otherwise distribute the Interfaces or Features, or any portion thereof;

Use any data mining tools, robots, crawlers, or similar data gathering and extraction tools to scrape or otherwise remove data from the Site, any other Interface, or Features;

Use any manual process to monitor or copy any of the material on the Site, any other Interface, or Features or for any other unauthorized purpose without our prior written consent;

Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful to the Site, any other Interface, or Features;

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, any other Interface, or Features, the server(s) on which the Site, any other Interface,

or Features are stored, or any server, computer or database connected to the Site, any other Interface, or Features; or  
Attack the Site, any other Interface, or Features via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Site, any other Interface, or Features.

You acknowledge and agree that in the event that you use the Site, any other Interface, or Feature in a potentially prohibited manner, we may investigate and we reserve the right, in our sole discretion, to (i) terminate your access to the Site, any other Interface, and/or Features, (ii) prohibit you from participating in any reward or incentive programs or product launches and (iii) take any other action the Company deems reasonable or necessary, including cooperating with law enforcement or bringing claims against you if they result in harm or damage to the Company, to rectify the prohibited conduct or any consequences resulting therefrom. You hereby acknowledge and agree that using the Site, any other Interface, and/or Features may result in tax consequences. It is your sole responsibility to determine whether there are any tax consequences from any transactions you initiate using the Site, any other Interface, or Features, and you are solely responsible for ensuring compliance with applicable tax laws in your tax resident jurisdiction.

### **Additional Information**

The Company or a third party acting on behalf of the Company may, from time to time, request additional information from you, including, but not limited to, information to confirm that you are not a Restricted Person. If you do not provide such information within the time period set by the Company or if the Company determines, in its sole discretion, that such information is not adequate, the Company may, in its sole discretion, (i) terminate your access to the Site, any other Interface, and/or Features, (ii) prohibit you from participating in any reward or incentive programs or product launches and (iii) take any other action the Company deems reasonable or necessary in its sole discretion.

### **Your Feedback**

You may provide feedback to us or otherwise submit questions and inquiries through some of the Interfaces (“Feedback”). We welcome Feedback relating to improvements or updates to the Interfaces or Features, or inquiries about the same. We will try to review your Feedback but are not obligated to do so nor are we obligated to release any modifications or improvements you submit to us based on your Feedback.

You acknowledge and agree that we will own all right, title, and interest in and to all Feedback you submit. You represent and warrant that (i) you and your licensors own all right, title, and interest in and to your Feedback; and (ii) you will not violate any intellectual property or other rights of third parties in providing Feedback to us.

### **Intellectual Property Rights**

#### **Ownership & License**

The Company, Blockratize or its licensors own all right, title, and interest, including all intellectual property rights, in and to the Site, any other Interface, and Features, including any related content and



technology, unless otherwise indicated. Subject to the Terms, the Company hereby grants you a personal, limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use, copy, and distribute in connection with such use the Site, any other Interface, and Features. This license is solely intended to allow you to access, use or otherwise interact with the Site, any other Interface, and Features.

You acknowledge and agree that you do not receive any other rights to the Site, any other Interface, or Features other than those specified in the Terms. Certain Features may be provided to you under a separate license, such as the AGPL 3.0, the MIT License, or another open source (or other) license; third party features or applications integrated into the Site or Features may be subject to other or additional intellectual property licenses and thus, you must review any terms relevant to those third party features or applications to determine the relevant license applicable thereto. You agree you will not violate the terms of any such separate license.

### **Reciprocal License**

By using the Site, any other Interface, or any Feature, you grant us a limited, non-exclusive, sublicensable, worldwide, royalty free license to use, copy, modify and display any content or Feedback you provide to us or that you post on or through the Site, any other Interface, or any Features solely for our business purposes, including but not limited to the purpose of providing the Site, any other Interface, or Features for so long as is necessary to do so.

By providing any Feedback or providing any information on or through the Site, any other Interface, or via the Features (collectively, the “Content”), you hereby grant to us a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium, or manner, any Content, including, without limitation, for promoting the Platform, its affiliates, the Features, the Site or any other Interface. You represent and warrant that (a) you own your Content or have the right to grant the rights and licenses in these Terms; and (b) your Content and our use of your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party’s rights.

### **Third Party Information or Services**

As discussed throughout the Terms, the Site, any other Interface, and Features may be integrated with or otherwise give access to applications, services, sites, technology, data, operations, features and resources that are provided or otherwise made available by third parties (“Third Party Services”).

If the Site, any other Interface, or Features may contain links to Third Party Services, then they are provided for your convenience only. 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. If you decide to access a Third Party Service integrated with or linked to any Interface or Feature, 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.

As further noted throughout these Terms, your access and use of Third Party Services may be subject to additional terms and conditions, privacy policies, or other agreements with those third parties, which we do not control and otherwise may have no relationship with. The Company also has no control over and is not responsible for such Third Party Services, including for the accuracy, availability, reliability, verification, or completeness of information or content shared by or available through Third Party Services, or the privacy practices of Third Party Services.

Your use of any Third Party Services is directly between you and that third party, and you acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Services. You, and not we, will be responsible for any and all costs and charges associated with your use of any Third Party Services.

You acknowledge and agree that the Company is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.

Please review any applicable terms, privacy policies or agreements of Third Party Services prior to using such services. The integration or inclusion of such Third Party Services does not imply an endorsement or recommendation of such Third Party Services.

### **Indemnification**

You agree to defend, indemnify, and hold harmless us and our licensors, and each of their respective employees, officers, directors, and representatives (collectively, the “Company Parties”) from and against all liability for monetary damages, contractual claims of any nature, economic loss (including direct, incidental or consequential damages), loss of income or profits, fines, penalties, exemplary or punitive damages, and any other injury, damage, or harm, including reasonable attorney’s fees (“Damages”) that relate in any way to any demand, claim, regulatory action, proceeding or lawsuit, regardless of the cause or alleged cause, whether the allegations are groundless, fraudulent, false, or lack merit and regardless of the theory of recovery (“Claim(s)”) arising out of or relating to: (i) your use of the Interfaces or Features (including any use by your customers, users, employees, and other personnel); (ii) breach of the Terms or violation of applicable law by you, your customers, users, employees and other personnel; (iii) a dispute between you and any third party; (iv) your alleged or actual infringement or misappropriation of any third party’s intellectual property or other rights; and (v) your Feedback. In the event we receive any third party subpoena or other compulsory legal order or process associated with Claims described in (i) through (v) above, then in addition to the indemnification set forth above, you will reimburse us for our employees’ and contractors’ time and materials spent responding to such matters at our then-current hourly rates as well as our reasonable attorneys’ fees.

If you are obligated to indemnify us, then you agree that we will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to fully cooperate with us in the defense or settlement of such Claim.

### **Disclaimers and Limitations of Liability**

#### **Site, Interfaces and Features**

By accessing the Site, any other Interface, or Features, you hereby acknowledge and agree that the Company cannot and does not guarantee the functionality, security, or availability of the Site, any other Interface, or Features. The technologies on which the Site, any other Interface, or Features rely may be subject to sudden changes and we cannot and do not guarantee that your access to the Site, any other

Interface, or Features or the ability to transact thereon will be uninterrupted or error free or that your cryptoassets will be secure at all times. You assume all risks related thereto.

### **No Representations or Warranties**

THE SITE, ANY OTHER INTERFACE, AND FEATURES ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, NEITHER WE NOR ANY OTHER RELATED PARTY, INCLUDING BLOCKRATIZE, MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE INTERFACES OR FEATURES, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (i) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (ii) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE, (iii) THAT THE SITE, ANY OTHER INTERFACE, OR FEATURES WILL BE ACCURATE, UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (iv) THAT ANY CONTENT OR ASSETS WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

### **Limitations of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ANY OF ITS SERVICE PROVIDERS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS OR USERS, OPPORTUNITIES, GOODWILL, USE, DATA, CONTENT OR OTHER ASSETS), EVEN IF THE COMPANY OR SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (i) YOUR INABILITY TO USE, OR ANY DELAY IN THE USE OF, THE INTERFACES OR FEATURES, INCLUDING AS A RESULT OF ANY (A) TERMINATION OF THE TERMS OR YOUR USE OF OR ACCESS TO THE INTERFACES OR FEATURES, (B) OUR SUSPENSION OR DISCONTINUATION OF ANY OR ALL OF THE INTERFACES OR FEATURES, OR, (C) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SITE, ANY INTERFACES OR FEATURES FOR ANY REASON; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THE TERMS OR YOUR USE OF OR ACCESS TO THE INTERFACES OR FEATURES; (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA; (v) ANY CHANGE IN VALUE OF ANY CRYPTOASSET; OR (vi) ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE INTERFACES OR FEATURES. IN ANY CASE, THE COMPANY’S AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED \$100.

### **Governing Law, Dispute Resolution and Class Action Waiver**

### **Governing Law**

These Terms and any action related thereto will be governed by the Panama Arbitration Law and the laws of Panama, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 “Dispute Resolution and Arbitration,” the exclusive jurisdiction for all Disputes that you and the Company are not required to arbitrate will be the courts located in Panama, and you and the Company each waive any objection to jurisdiction and venue in such courts.

### **Dispute Resolution**

Prior to commencing any legal proceeding against us of any kind, including an arbitration, you and we agree that we will attempt to resolve any Claim by engaging in good faith negotiations. Such negotiations require that the aggrieved party provide a written notice to the other party specifying the nature and details of the dispute (the “Initial Notice”). The party receiving such notice shall have twenty days to respond, and within forty-five days after the Initial Notice was sent, the parties shall meet and confer in good faith to try and resolve the Claim. If the parties are unable to do so within ninety days of the Initial Notice, the parties may agree to mediate their dispute or either party may submit to arbitration according to these Terms.

This provision is separate and apart from the dispute resolution procedures relating to the resolution of Contracts. Those resolution procedures can be found <https://learn.usebofet.com/docs/guides/markets/how-are-markets-resolved/>.

### **Mandatory Arbitration**

Any dispute, claim or controversy arising out of or relating to the Terms, Interfaces or Features, or the breach, termination, enforcement, interpretation or validity of the Terms, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in Panama before one arbitrator. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

You and we agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

Except as otherwise provided in these Terms, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

YOU UNDERSTAND THAT BY AGREEING TO THE TERMS, THE PARTIES ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

### **Class Action / Representative Claim Waiver**

Any arbitration under the Terms will take place on an individual basis – class arbitrations and class actions are not permitted.

To the fullest extent permitted by applicable law, you agree that any proceeding to resolve any dispute, claim or controversy will be brought and conducted only in your individual capacity and not as a party (plaintiff or otherwise) or member of any class (or purported class), consolidated proceeding, multi-plaintiff proceeding or representative action or proceeding.

Any arbitration will not be permitted to be consolidated or aggregated with any other arbitration and the arbitrator will not have any authority to do so and will not have the authority to make an award to any person or entity not a part of the individual arbitration in which you are a party. You further agree that any arbitrator may not preside over any form of class action involving you and us.

## **General Terms**

### **Entire Agreement**

The Terms, including any policies that expressly incorporate the Terms by reference, constitute the entire agreement between you and us regarding the subject matter herein. The Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, if any, whether written or verbal, regarding the subject matter of the Terms.

### **No Relationships or Assignments**

Nothing in the Terms shall be construed to create any relationship between you and us other than as defined herein. Neither you nor we are an agent of each other under these Terms or otherwise, and you shall have no right to hold yourself out as in any way having a relationship with us other than as someone using, accessing or otherwise interfacing with the Interface and/or Features.

You agree that you are not permitted to assign or otherwise transfer any of your rights and obligations under the Terms, but the Company may assign or transfer the Terms, in whole or in part, without restriction. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, the Terms will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

### **Waiver**

The failure by us to enforce any provision of the Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

### **Severability**

If any portion of the Terms are held to be invalid or unenforceable, the remaining portions of the Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effectuate the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from the Terms but the rest of the Terms will remain in full force and effect.

### **Remedies**

Any right or remedy of the Company set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of the Company in exercising or enforcing any right, power, or privilege under these Terms shall not operate as a waiver thereof.

### **Contact Us**

You may also contact us with questions, complaints, or claims concerning the Features at [hello@usebofet.com](mailto:hello@usebofet.com).