# Terms of Service

Please read these Terms of Service (the “Terms”) and our Privacy Policy carefully because they govern your use of the website, the user interface, and other offerings located at onelabs.cc, bridge.onelabs.cc and docs.onelabs.cc (the “Site”) offered by One Chain Labs (“One Chain Labs,” “we,” “our”). To make these Terms easier to read, the Site and our services (including Beta Services) are collectively called the “Interface.” The Interface may facilitate interaction with the One Chain decentralized cryptographic protocols, maintained by third party open source communities, which we do not own or control (the “Protocol”) allowing for activities such as the creation of non-fungible tokens (“NFTs”), blockchain games, DeFi apps, marketplaces, automated market makers, and wallets. BY USING THESE SERVICES, YOU REPRESENT THAT YOU ARE NOT A PERSON OR ENTITY WHO IS RESIDENT IN, A CITIZEN OF, IS LOCATED IN, IS INCORPORATED IN, OR HAS A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, ARE REFERRED TO HEREIN AS A “RESTRICTED PERSON”).WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ONE CHAIN LABS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 15 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 15 WILL NOT APPLY TO YOU, BUT THE PROVISIONS OF SECTION 14 (GOVERNING LAW) WILL APPLY INSTEAD.

## Agreement to Terms

By using our Interface, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Interface.

## Privacy Policy

Please review our Privacy Policy, which also governs your use of the Interface, for information on how we collect, use and share your information.

## Changes to these Terms or the Interface

We may update the Terms, including any addendum terms, from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Interface. If you continue to use the Interface after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Interface anymore. Because our Interface is evolving over time we may change or discontinue all or any part of the Interface, at any time and without notice, at our sole discretion.

## Who May Use the Interface?

a) Eligibility. The Interface is only available to users in certain jurisdictions that are at least 18 years old, capable of forming a binding contract with the One Chain Labs and not otherwise barred from using the Interface as permitted under Applicable Law. You may not attempt to access or use the Interface if you are not permitted to do so.

b) Compliance. You certify that you will comply with all Applicable Law when using the Interface. You are solely responsible for ensuring that your access and use of the Interface in such country, territory, or jurisdiction does not violate any applicable laws. You must not use any software or networking techniques, including use of a virtual private network (“VPN”) to circumvent or attempt to circumvent this prohibition. We reserve the right to monitor the locations from which our Interface is accessed. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Interface, in whole or in part, from any geographic location, IP addresses, and unique device identifiers, or to any user who we believe is in breach of these Terms.

## Use of the Interface

a) User Representations and Warranties. As a condition to accessing or using the Interface, you represent and warrant to the One Chain Labs the following:

(i) if you are entering into these Terms as an individual, then you are of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them and if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity’s behalf, in which case “you” (except as used in this paragraph) will mean that entity;

(ii) you are in or residing in Cuba, Iran, North Korea, Syria, Belarus, Russia, and the Crimea, Luhansk, Donetsk, Zaporizhzhia, and Kherson regions of Ukraine, or any other country or jurisdiction to which the British Virgin Islands, the United Kingdom, United States, the United Nations Security Council, or the European Union embargoes goods or imposes similar sanctions (collectively, “Restricted Territories”);

(iii) you are not on any sanctions list or equivalent maintained by the British Virgin Islands, the United Kingdom, United States, the United Nations Security Council, or the European Union (collectively, “Sanctions Lists Persons”) and you do not intend to transact with any Restricted Person or Sanctions List Person;

(iv) 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 Interface;

(v) you have obtained all required consents from any individual whose personal information you transfer to us in connection with your use of the Interface; and

(vi) your access to the Interface is not: (a) 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 One Chain Labs, you, the Site or the Interface, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, “Applicable Laws”); or (b) contribute to or facilitate any illegal activity.

b) Limitations. As a condition to accessing or using the Interface or the Site, you acknowledge, understand, and agree to the following:

(i) from time to time the Site and the Interface may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that One Chain Labs or any of its suppliers or contractors may undertake from time to time; (c) causes beyond One Chain Labs’s control or that One Chain Labs 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;

(ii) the Site and the Interface may evolve, which means One Chain Labs may apply changes, replace, or discontinue (temporarily or permanently) the Interface at any time in its sole discretion;

(iii) One Chain Labs does not act as an agent for you or any other user of the Site or the Interface;

(iv) you are solely responsible for your use of the Interface; and

(v) we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities.

c) Certifications. As a condition to accessing or using the Interface, you covenant to One Chain Labs the following:

(i) you will comply with all Applicable Laws in connection with using the Interface, and you will not use the Site or the Interface if the laws of your country, or any other Applicable Law, prohibit you from doing so; and

(ii) in addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will ensure that, at all times, all information that you provide through the Interface is current, complete, and accurate and you will maintain the security and confidentiality of your private keys associated with your public wallet address, passwords, API keys, private keys associated with your Interface account and other related credentials.

d) Tax Records and Reporting. You are solely responsible for all costs incurred by you in using the Interface, and for determining, collecting, reporting, and paying all applicable Taxes that you may be required by law to collect and remit to any governmental or regulatory agencies. As used herein, “Taxes” means the taxes, duties, levies, tariffs, and other charges imposed by any federal, state, multinational or local governmental or regulatory authority. We reserve the right to report any activity occurring using the Interface to relevant tax authorities as required under Applicable Law. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Interface. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Interface.

e) Costs and Fees. Each party shall be responsible for all Taxes imposed on its income or property. In addition, you agree to pay any applicable fees, including Gas Fees and hosting fees, in connection with transactions on the Interface. “Gas Fees” mean the fees that fund the network of computers that run the decentralized blockchain network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the blockchain network.

f) Suspensions or Terminations. In addition to the other suspension and termination rights in these Terms, we may suspend or terminate your access to the Interface at any time in connection with any transaction as required by Applicable Law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating the terms of any third-party service provider or these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate or you are violating or have violated any of the geographical restrictions that apply to the Interface, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Site or the Interface being inaccessible to you at any time or for any reason. Such suspension or termination shall not constitute a breach of these Terms by One Chain Labs. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose limitations and controls on the ability of you or any beneficiary to utilize the Interface. Such limitations may include rejecting transaction requests, freezing funds, or otherwise restricting you from using the Interface, all to the extent of our ability to do so.

## Beta Services

a) We may offer some of the Services, including without limitation the testnet or devnet environments (“Testnet” and “Devnet”), in beta version (collectively, “Beta Services”). You acknowledge and agree that: (a) the Beta Services may not operate properly, be in final form or be fully functional; (b) the Beta Services may contain errors, design flaws or other problems; (c) it may not be possible to make the Beta Services fully functional; (d) the information obtained using the Beta Services may not be accurate; (e) use of the Beta Services may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (f) we are under no obligation to release a live, commercial or public version of the Beta Services; (g) we have the right to unilaterally to abandon development of the Beta Services, at any time and without any obligation or liability to you; and (h) we may decide to modify, delete, remove or wipe the functionality, content or data contained within the Beta Services in our sole discretion at any time without notice or liability to you.

b) In your use of the Testnet or Devnet, you may accumulate Testnet or Devnet tokens (collectively, “Beta Tokens”) such as through a faucet, which are not, and shall never convert to or accrue to become any other tokens or virtual assets outside of the respective Testnet or Devnet on which such Beta Tokens were issued. Beta Tokens are virtual items with no monetary value. Beta Tokens do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency (including any rewards offered by One Chain Labs) or anything else of value. One Chain Labs does not guarantee that Beta Tokens will continue to be offered for a specific length of time and you may not rely upon the continued availability of any Beta Tokens. You acknowledge that you have no property interest in the Beta Tokens. If the Beta Services expire, you acknowledge and agree that your access to and use of your Beta Tokens will be removed, and all accrued Beta Tokens will be deleted from the Beta Service environments. Beta Tokens are not transferable between users outside of the respective Testnet or Devnet on which such Beta Tokens were issued, and you may not attempt to sell, trade, or transfer any Tokens outside of that respective Testnet or Devnet, or obtain any manner of credit using any Beta Tokens. Any attempt to sell, trade, or transfer any Beta Tokens outside of the respective Testnet or Devnet will be null and void.

## Your Content

(a) User Content. Our Interface may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, code, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Interface is referred to as “User Content.” One Chain Labs does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. By making any User Content available through the Interface you hereby grant to One Chain Labs a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating, providing, and improving the Interface.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Interface, nor any use of your User Content by One Chain Labs on or through the Interface will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any Applicable Law or regulation.

(d)Removal of User Content. You can remove certain elements of your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Interface. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) One Chain Labs's Intellectual Property. We may make available through the Interface content that is subject to intellectual property rights. We retain all rights to that content.

(f) Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Interface (“Feedback”). If you choose to submit Feedback, you agree that we are free to use it (and permit others to use it) without any restriction or compensation to you.

## General Prohibitions and One Chain Lab’s Enforcement Rights.

You agree not to do any of the following:

Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any Applicable Law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances; Engage in or induce others to engage in any form of unauthorized access, hacking, or social engineering, including without limitation any distributed denial or service or DDoS attack, of One Chain Labs, the Interface, or any users of the foregoing; Use, display, mirror or frame the Interface or any individual element within the Interface, One Chain Labs’s name, any One Chain Labs trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without One Chain Labs’s express written consent; Access, tamper with, or use non-public areas of the Interface, One Chain Labs’s computer systems, or the technical delivery systems of One Chain Labs’s providers; Attempt to probe, scan or test the vulnerability of any One Chain Labs system or network or breach any security or authentication measures; Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by One Chain Labs or any of One Chain Labs’s providers or any other third party (including another user) to protect the Interface; Attempt to access or search the Interface or download content from the Interface using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by One Chain Labs or other generally available third-party web browsers; Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation; Use any meta tags or other hidden text or metadata utilizing a One Chain Labs trademark, logo, URL or product name without One Chain Labs’s express written consent; Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Interface to send altered, deceptive or false source-identifying information; Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Interface; Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, exploiting any bug, overloading, flooding, spamming, or mail-bombing the Interface; Use the Interface for benchmarking or analysis in a manner that could, directly or indirectly, interfere with, detract from, or otherwise harm the Interface or the Protocol; Collect or store any personally identifiable information from the Interface from other users of the Interface without their express permission; Impersonate or misrepresent your affiliation with any person or entity; Create or list any counterfeit items (including digital assets);Fabricate in any way any transaction or process related thereto; Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Interface);Engage in wash trading or other deceptive or manipulative trading activities; Disguise or interfere in any way with the IP address of the computer you are using to access or use the Interface or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Interface; Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity; Violate any Applicable Law or regulation; or Encourage or enable any other individual to do any of the foregoing. One Chain Labs is not obligated to monitor access to or use of the Interface or to review or edit any content. However, we have the right to do so for the purpose of operating the Interface, to ensure compliance with these Terms and to comply with Applicable Law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Interface. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## Links to Third Party Websites or Resources

The Interface may allow you to access third-party websites, integrations, or other resources, including the Protocol and any bridge between the Protocol and third party protocols (collectively, “Third Party Resources”). We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources. Our provision of access to Third Party Resources does not constitute approval, endorsement, or control of such Third Party Resource.

## Termination

We may suspend or terminate your access to and use of the Interface, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at contact@onelabs.cc. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by Applicable Law. Upon any termination, discontinuation or cancellation of the Interface or your account, the following Sections will survive: 5(f), 7(b), 7(c), 7(e), 7(f), 8, 10 and 11-17.

## Warranty Disclaimers

THE INTERFACE AND ANY CONTENT CONTAINED THEREIN IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE INTERFACE WILL MEET YOUR REQUIREMENTS, BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE INTERFACE. ONE CHAIN LABS FURTHER EXPRESSLY DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR INTERFACE IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES. ONE CHAIN LABS DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE INTERFACE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE INTERFACE. ONE CHAIN LABS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE INTERFACE, ANY CONTENT THEREIN, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY. ONE CHAIN LABS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE INTERFACE, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, EXCEEDING TRANSFER LIMITS OF THIRD PARTY RESOURCES OR THE PROTOCOL, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS, CORRUPT FILES, SOFTWARE ERRORS, OR BUGS; (IV) UNAUTHORIZED ACCESS TO THE INTERFACE; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE INTERFACE.THE INTERFACE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE INTERFACE AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE INTERFACE CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU BUT OTHERS REMAIN IN EFFECT. You understand that your use of the Interface and Protocol is entirely at your own risk. The Interface and access to the Protocol are available on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using the Interface and Protocol, and digital assets and decentralized systems generally, including but not limited to, that digital assets are highly volatile; you may not have ready access to assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against One Chain Labs for any losses due to your use of the Interface and Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted digital wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

## Assumption of Risk

You accept, acknowledge and assume the following risks:

You are solely responsible for determining what, if any, Taxes and Gas Fees apply to your transactions through the Interface. Neither One Chain Labs nor any One Chain Labs affiliates are responsible for determining the Taxes that apply to such transactions. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of User Content or certain digital assets. By accessing and using the Interface, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of tokens such as, bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for tokens and NFTs can be highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Interface.

## Indemnity

You will indemnify, defend (at One Chain Labs’s option) and hold One Chain Labs and its affiliates and their respective officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with: (a) your access to or use of the Interface, (b) your User Content, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without One Chain Labs’s prior written approval.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ONE CHAIN LABS NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE INTERFACE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ONE CHAIN LABS OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, IN NO EVENT WILL ONE CHAIN LABS’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE INTERFACE EXCEED ONE HUNDRED DOLLARS ($100).THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ONE CHAIN LABS AND YOU.

## Governing Law and Forum Choice

These Terms will be governed by and construed in accordance with the laws of the British Virgin Islands without regard to its conflict of laws provisions.

## Dispute Resolution

Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Interface (collectively, “Disputes”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and One Chain Labs agree that the British Virgin Islands Arbitration Law governs the interpretation and enforcement of these Terms, and that you and One Chain Labs are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms. Exceptions. The Parties retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. Conducting Arbitration and Arbitration Rules. These Terms will be governed by and construed in accordance with the laws of the British Virgin Islands, without regard to or application of conflicts of law rules or principles. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally resolved by binding arbitration to be administered by the British Virgin Islands International Centre (CIAC) and governed by the Arbitration Act (as amended) of the British Virgin Islands. The arbitration shall be conducted in the English language and the place of arbitration shall be in the British Virgin Islands. The number of arbitrators shall be one. The place of arbitration will be George Town, British Virgin Islands. The decision of the sole arbitrator to any such dispute, controversy, difference or claim shall be final and binding upon both parties. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to have their attorney fees paid by the other party. Each party waives any right it may have to assert the doctrine of forum non conveniens, to assert that it is not subject to the jurisdiction of such arbitration or courts or to object to venue to the extent any proceeding is brought in accordance herewith. Injunctive and Declaratory Relief. Except as provided in Section 16(b) above, 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. Class Action Waiver. YOU AND ONE CHAIN LABS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void. Severability. With the exception of any of the provisions in Section 16(d) of these Terms (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## General Terms

Reservation of Rights. One Chain Labs and its licensors exclusively own all right, title and interest in and to the Interface, including all associated intellectual property rights. You acknowledge that the Interface is protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Interface. Entire Agreement. These Terms, including any addendum terms, constitute the entire and exclusive understanding and agreement between One Chain Labs and you regarding the Interface, and these Terms supersede and replace all prior oral or written understandings or agreements between One Chain Labs and you regarding the Interface. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by Applicable Law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without One Chain Labs’s prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, will be null. One Chain Labs may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Notices. Any notices or other communications provided by One Chain Labs under these Terms will be given: (i) via email; or (ii) by posting to the Interface. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. Waiver of Rights. One Chain Labs’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of One Chain Labs. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## Contact Information

If you have any questions about these Terms or the Interface, please contact One Chain Labs at contact@onelabs.cc.