

## TERMS OF USE

**Last updated:** September 25<sup>th</sup>, 2023

These TokenScope Terms of Use is entered into between you (hereinafter referred to as “you” or “your”) and TokenScope Operators (as defined below). By accessing, downloading, using or clicking on “I agree” to accept any TokenScope Services (as defined below) provided by TokenScope (as defined below), you agree that you have read, understood and accepted all the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “these Terms”) as well as our Privacy Notice at <https://tokenscope.com/legal/privacy-notice.pdf>. In addition, when using some features of TokenScope Services, you may be subject to specific additional terms and conditions applicable to those features.

Please read the terms carefully as they govern your use of TokenScope Services. **THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF LEGALLY BINDING ARBITRATION.** The terms of the arbitration provision are set forth in Article X, “Resolving Disputes: Forum, Arbitration, Class Action Waiver”, hereunder. **BY MAKING USE OF TOKENSCOPE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH DIGITAL CURRENCIES AND THEIR DERIVATIVES; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF TOKENSCOPE SERVICES; AND (3) TOKENSCOPE SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

By accessing, using or attempting to use TokenScope Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access TokenScope or utilize TokenScope Services.

### I. Definitions

TokenScope refers to an ecosystem comprising TokenScope websites (whose domain names include but are not limited to <https://www.tokenscope.com/>, mobile applications, plug-ins, bots, applets and other applications that are developed to offer TokenScope Services, and includes independently-operated platforms, websites and plug-ins within the ecosystem (e.g. TokenScope Web-Platform, TokenScope API Service, TokenScope Plug-in, TokenScope Telegram Bot). In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

**1a. TokenScope Operators** refer to all parties that run TokenScope, including but not limited to legal persons, unincorporated organizations and teams that provide TokenScope Services and are responsible for such services. For convenience, unless otherwise stated, references to “TokenScope” and “we” in these Terms specifically mean TokenScope Operators. **UNDER THESE TERMS, TOKENSCOPE OPERATORS MAY CHANGE AS TOKENSCOPE’S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE**

SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF TOKENSCOPE OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW TOKENSCOPE SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE TOKENSCOPE SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED TOKENSCOPE OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

**1b. TokenScope Services** refer to various services provided to you by TokenScope that are based on Internet and/or blockchain technologies and offered via TokenScope websites, mobile applications, and other forms (including new ones enabled by future technological development).

**1c. TokenScope Platform Rules** refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by TokenScope, as well as all regulations, implementation rules, product process descriptions, releases and announcements published or within products or service processes.

**1e. Users** refer to all individuals, institutions or organizations that access, download or use TokenScope Services and who meet the criteria and conditions stipulated by TokenScope. If there exist other agreements for such entities as developers, distributors and any other organizations, such agreements shall be followed.

**1f. Digital Currencies** refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

**1g. Digital Assets** refer to Digital Currencies, their derivatives or other types of digitalized assets with a certain value.

## II. General Provisions

**2a. Contractual Relationship.** These Terms constitute a legal agreement and create a binding contract between you and TokenScope Operators.

**2b. Supplementary Terms.** Due to the rapid development of Digital Currencies and TokenScope, these Terms between you and TokenScope Operators do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, **THE PRIVACY NOTICE, TOKENSCOPE PLATFORM RULES, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND TOKENSCOPE ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF TOKENSCOPE SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS.**

**2c. Changes to These Terms.** TokenScope reserves the right to change or modify these Terms in its discretion at any time. TokenScope will notify such changes by updating the terms on its website and modifying the last updated date displayed on this page. **ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF TOKENSCOPE SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED**

**AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS, YOU MUST STOP USING TOKENSCOPE SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF TOKENSCOPE SERVICES.**

**2d. Prohibition of Use. BY ACCESSING AND USING TOKENSCOPE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. TOKENSCOPE RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF TOKENSCOPE SERVICES IN CERTAIN COUNTRIES OR REGIONS.**

- **About TokenScope.** As an important part of the TokenScope Ecosystem, TokenScope mainly serves as a global online platform for, but not limited to, assessing cryptocurrency risk and investigating cryptocurrency transactions. Although TokenScope has been committed to maintaining the accuracy of the information provided through TokenScope Services, TokenScope cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall TokenScope be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about TokenScope Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. TokenScope does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on TokenScope or any other communication medium. All Users of TokenScope Services must understand the risks related with cryptocurrencies and any other kind of Digital Assets and are recommended to exercise prudence and responsibly within their own capabilities.
- **TokenScope Account Registration and Requirements.** Users by their own decision can apply for a TokenScope Account while using TokenScope Services. When you register a TokenScope Account, you must provide the information as requested by TokenScope, and accept these Terms, the Privacy Notice, and other TokenScope Platform Rules. TokenScope may refuse, in its discretion, to register a TokenScope Account for you. You agree to provide complete and accurate information when registering a TokenScope Account, and agree to update, upon request, any information you provide to TokenScope to maintain the integrity and accuracy of the information. Each User (including natural person, business or legal entity) may maintain only one main account at any given time. For certain TokenScope Services, you may be required to set up a specific account independent from your TokenScope Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such accounts are equally governed by the provisions of this Section and Section VI, unless otherwise stated in these Terms or the Supplementary Terms.

**2e. Eligibility.** By registering to use a TokenScope Account, you represent and warrant that:

- an individual, you are at least 18 years old or are of legal age to form a binding contract under applicable laws;

- as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms;
- you have not been previously suspended or removed from using TokenScope Services;
- you do not currently have a TokenScope Account;
- your use of TokenScope Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing. Please note that some products and services may not be available in certain jurisdictions or regions or to certain users. TokenScope reserves the right to change, modify or impose additional restrictions at its discretion at any time.

**2f. User Identity Verification.** Your registration of an account with TokenScope will be deemed your agreement to provide required personal information. Such information can be used or processed to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through TokenScope, or for other lawful purposes stated by TokenScope. We will collect, use and share such information in accordance with our Privacy Notice. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. When providing the required information, you confirm it is true and accurate. **AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED IF REQUIRED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, TOKENSCOPE RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE IRRELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF TOKENSCOPE SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO TOKENSCOPE DURING YOUR USE OF TOKENSCOPE SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE. BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE TOKENSCOPE TO CONDUCT INVESTIGATIONS THAT TOKENSCOPE CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR TOKENSCOPE FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO LAW ENFORCEMENT AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.**

**2g. Account Usage Requirements.** The TokenScope Account can only be used by the account registrant. TokenScope reserves the right to suspend, freeze or cancel the use of TokenScope Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify TokenScope immediately. TokenScope assumes no liability for any loss or damage arising from the use of TokenScope Account by you or any third party with or without your authorization.

**2h. Account Security.** TokenScope has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for TokenScope Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your TokenScope Account and personal information. You should be solely responsible for keeping safe of your TokenScope Account username and password, and be responsible for all the transactions under your TokenScope Account. TokenScope assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc. By creating a TokenScope Account, you hereby agree that:

- you will notify TokenScope immediately if you are aware of any unauthorized use of your TokenScope Account username and password or any other violation of security rules;
- you will strictly abide by all mechanisms or procedures of TokenScope regarding security, authentication;
- and you will take appropriate steps to logout from TokenScope at the end of each visit.

### **III. TokenScope Services**

**Description.** Upon completion of the registration for your TokenScope Account, you may use various TokenScope Services, including but not limited to, TokenScope cryptocurrency explorer, TokenScope Telegram bot, TokenScope Chrome Plug-in, TokenScope API service, TokenScope mobile application, investigation data, research and other information released by TokenScope, participating in User activities held by TokenScope, etc., in accordance with the provisions of these Terms (including TokenScope Platform Rules and other individual agreements). TokenScope has the right to:

- provide, modify or terminate, in its discretion, any TokenScope Services based on its development plan;
- allow or prohibit some Users' use of any TokenScope Services in accordance with relevant TokenScope Platform Rules;
- Service Usage Guidelines.

**3a. License.** Provided that you constantly comply with the express terms and conditions stated in these Terms, TokenScope grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use TokenScope Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use TokenScope Services for resale or commercial purposes, on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding TokenScope Services should be stipulated in the discretion of TokenScope. TokenScope reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using TokenScope Services in any way not expressly authorized by these Terms.

These Terms only grant a limited license to access and use TokenScope Services. Therefore, you hereby agree that when you use TokenScope Services, TokenScope does not transfer TokenScope Services or the ownership or intellectual property rights of any TokenScope intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through TokenScope Services, are exclusively owned, controlled and/or licensed by TokenScope Operators or its members, parent companies, licensors or affiliates.

TokenScope owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about TokenScope or TokenScope Services that you provide through email, TokenScope Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to TokenScope. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

**3b. Restriction.** When you use TokenScope Services, you agree and undertake to comply with the following provisions:

- during the use of TokenScope Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of TokenScope;
- your use of TokenScope Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using TokenScope Services;
- without written consent from TokenScope, the following commercial uses of TokenScope data are prohibited:
- data feeding or streaming services that make use of any data of TokenScope.
- any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) data obtained from TokenScope.
- without prior written consent from TokenScope, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

You may not:

- use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of TokenScope Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through TokenScope Services;
- attempt to access any part or function of the TokenScope Services provided with User authorization without such authorization, or connect to TokenScope Services or

any TokenScope servers or any other systems or networks of any TokenScope Services provided through the services by hacking, password mining or any other unlawful or prohibited means;

- probe, scan or test the vulnerabilities of TokenScope Services or any network connected to the properties, or violate any security or authentication measures on TokenScope Services or any network connected to TokenScope Services;
- reverse look-up, track or seek to track any information of any other Users or visitors of TokenScope Services;
- take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of TokenScope Services or TokenScope, or the infrastructure of any systems or networks connected to TokenScope services;
- use any devices, software or routine programs to interfere with the normal operation of TokenScope Services or any transactions on TokenScope Services, or any other person's use of TokenScope Services;
- forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to TokenScope;
- use TokenScope Services in an illegal way.

By accessing TokenScope Services, you agree that TokenScope has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

- freezing your account;
- reporting the incident to the authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information you published that are found to be violations.

#### **IV. Liabilities**

**4a. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TOKENSCOPE SERVICES, TOKENSCOPE MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF TOKENSCOPE ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND TOKENSCOPE EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, TOKENSCOPE DOES NOT REPRESENT OR WARRANT THAT THE SITE, TOKENSCOPE SERVICES OR TOKENSCOPE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS AND RULES SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF TOKENSCOPE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT TOKENSCOPE WILL NOT BE LIABLE FOR**

ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSETS DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY TOKENSCOPE AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER USERS' ACTIONS, OMISSIONS OR VIOLATION OF THESE TERMS, (F) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY TOKENSCOPE; AND (G) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND PLATFORM RULES ISSUED BY TOKENSCOPE.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

**4b. Disclaimer of Damages and Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TOKENSCOPE, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF TOKENSCOPE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF TOKENSCOPE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF TOKENSCOPE AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF TOKENSCOPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF TOKENSCOPE'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF TOKENSCOPE, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF TOKENSCOPE AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF TOKENSCOPE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO TOKENSCOPE UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

**4c. Indemnification.** You agree to indemnify and hold harmless TokenScope Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to:

- your use of, or conduct in connection with, TokenScope Services;
- your breach or our enforcement of these Terms;



- your violation of any applicable law, regulation, or rights of any third party during your use of TokenScope Services. If you are obligated to indemnify TokenScope Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, TokenScope will have the right, in its sole discretion, to control any action or proceeding and to determine whether TokenScope wishes to settle, and if so, on what terms.

## V. Announcements

Please be aware that all official announcements, news, promotions will be listed on <https://www.tokenscope.com/>. **USERS UNDERTAKE TO REFER TO THESE MATERIALS REGULARLY AND PROMPTLY. TOKENSCOPE WILL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY MANNER OF COMPENSATION SHOULD USERS INCUR PERSONAL LOSSES ARISING FROM IGNORANCE OR NEGLIGENCE OF THE ANNOUNCEMENTS.**

## VI. Termination of Agreement

**5a. Suspension of TokenScope Accounts.** You agree that TokenScope shall have the right to immediately suspend your TokenScope Account (and any accounts beneficially owned by related entities or affiliates), and suspend your access to TokenScope for any reason including if TokenScope suspects any such accounts to be in violation of these Terms, our Privacy Notice, or any applicable laws and regulations. You agree that TokenScope shall not be liable to you for any permanent or temporary modification of your TokenScope Account, or suspension or termination of your access to all or any portion of TokenScope Services. TokenScope shall reserve the right to keep and use the data or other information related to such TokenScope Accounts. The above account controls may also be applied in the following cases:

- we detect unusual activities in the TokenScope Account;
- we detect unauthorized access to the TokenScope Account;
- we are required to do so by a court order or command by a regulatory/government authority.

**5b. Cancellation of TokenScope Accounts.** In case of the following events, TokenScope shall have the right to directly terminate these Terms by cancelling your TokenScope Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your TokenScope Account on TokenScope and withdraw the corresponding TokenScope Account thereof:

- after TokenScope terminates services to you;
- you allegedly register or register in any other person's name as a TokenScope User again, directly or indirectly;
- the information that you have provided, where applicable, is untruthful, inaccurate, outdated or incomplete;
- when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your TokenScope Account or by other means;
- you request that TokenScope Services be terminated;

- any other circumstances where TokenScope deems it should terminate TokenScope Services.

Should your TokenScope Account be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years. You acknowledge that a user-initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

## **VII. No Financial Advice**

TokenScope is not a financial organization, broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities effected by you using TokenScope Services. No communication or information provided to you by TokenScope is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, you are solely responsible for determining whether any data according to your personal objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. TokenScope does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. TokenScope will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by TokenScope.

## **VIII. Compliance with Local Laws**

It is Users' responsibility to abide by local laws in relation to the legal usage of TokenScope Services in their local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. **ALL USERS OF TOKENSCOPE SERVICES ACKNOWLEDGE AND AGREE THAT TOKENSCOPE WILL REQUIRE THEM WHERE APPLICABLE TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS.** TokenScope maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts which are flagged out or investigated by legal mandate.

## **IX. Privacy Notice**

Access to some TokenScope Services will require the submission of certain personally identifiable information. Please review TokenScope's Privacy Notice at <https://tokenscope.com/legal/privacy-notice.pdf> for a summary of TokenScope's guidelines regarding the collection and use of personal and identifiable information.

## **X. Resolving Disputes: Forum, Arbitration, Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION.**

**10a. Notice of Claim and Dispute Resolution Period.** Please contact TokenScope first! TokenScope wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with TokenScope, then you should contact TokenScope. TokenScope will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against TokenScope, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to TokenScope. The Notice of Claim must:

- describe the nature and basis of the claim or dispute;
- set forth the specific relief sought;
- include your TokenScope account e-mail.

The Notice of Claim should be submitted to an e-mail address [claim@tokenscope.com](mailto:claim@tokenscope.com). After you have provided the Notice of Claim to TokenScope, the dispute referenced in the Notice of Claim may be submitted by either TokenScope or you to arbitration. For the avoidance of doubt, the submission of a dispute to TokenScope for resolution internally and the delivery of a Notice of Claim to TokenScope are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or TokenScope shall not be disclosed to the arbitrator.

**10b. Class Action Waiver.** You and TokenScope agree that any claims relating to these Terms or to your relationship with TokenScope as a user of TokenScope Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and TokenScope further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including TokenScope.

**10c. Modifications.** TokenScope reserves the right to update, modify, revise, suspend, or make any future changes to Section X, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your TokenScope account shall be deemed to be your acceptance of any modifications to Section X. You agree that if you object to the modifications to Section X, TokenScope may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

**10e. Severability.** If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law pending closure of your account.

## **XI. Miscellaneous**

**11a. Independent Parties.** TokenScope is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

**11b. Entire Agreement.** These Terms constitute the entire agreement between the parties regarding use of TokenScope Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

**11c. Interpretation and Revision.** TokenScope reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on TokenScope websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of TokenScope Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, TokenScope will not be responsible for any modification or termination of TokenScope Services by you or any third party, or suspension or termination of your access to TokenScope Services.

**11e. Force Majeure.** TokenScope will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond TokenScope's reasonable control.

**11f. Severability.** If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

**11g. Assignment.** You may not assign or transfer any right to use TokenScope Services or any of your rights or obligations under these Terms without prior written consent from TokenScope, including any right or obligation related to the enforcement of laws or the change of control. TokenScope may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

**11h. Waiver.** The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

**11i. Third-Party Website Disclaimer.** Any links to third-party websites from TokenScope Services does not imply endorsement by TokenScope of any product, service, information or disclaimer presented therein, nor does TokenScope guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, TokenScope will not be liable for such loss. In addition, since TokenScope has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

**11j. Matters Related to Apple Inc.** If you use any device manufactured by Apple Inc. to participate in any commercial activities or reward programs through TokenScope Services, such activities and programs are provided by TokenScope and are not associated with Apple Inc. in any manner.

**11k. Contact Information.** For more information on TokenScope, you may refer to the company and license information found on TokenScope websites. If you have questions regarding these Terms, please feel free to contact TokenScope for clarification via our Customer Support team by submitting an e-mail to [support@tech.tokenscope.com](mailto:support@tech.tokenscope.com).