

# TERMS OF SERVICE

Alien Base Terms of Service

Effective Date: 1 September 2023

The Alien Base team (“Alien Base”, “we” or “us”) created a platform for governing and managing certain cryptographic assets in a secure and compliant fashion. Alien Base operates <https://www.alienbase.xyz/>, and may operate other sites in the future (collectively, the “Site” or “Sites”) and offers various products and services, including governance processes and feedback forums, on or through the Sites (collectively, the “Services”).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES.

## 1. ACCEPTANCE OF TERMS

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT <https://www.alienbase.xyz/> AND AS INCORPORATING THE ALIEN BASE PRIVACY POLICY AVAILABLE AT <https://www.alienbase.xyz/> (“TERMS OF SERVICE”), ARE A LEGAL AGREEMENT BETWEEN ALIEN BASE AND YOU (“YOU”).

YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY, BEFORE USING THE SITES AND/OR SERVICES CONTROLLED BY ALIEN BASE. BY USING THE SITES AND/OR THE SERVICES, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SITES AND/OR THE SERVICES.

You are responsible for regularly reviewing the Terms of Service, as the Terms of Service may be modified at any time. All such modifications will be effective immediately upon posting. If You are dissatisfied with any modification to the Terms of Service, Your only remedy is to terminate Your use of the Sites and/or the Services, as described in Section 13 (Termination and Survivability) of these Terms of Service. Your continued use of the Sites and/or the Services after a change or update has been made to the Terms of Service constitutes Your acceptance of such change or update.

## 2. ELIGIBILITY

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE THE SITES AND/OR THE SERVICES. By using the Sites and/or the Services, You represent and warrant that

- You are 18 years of age or older;

- All registration or other information You submit to Alien Base is truthful and accurate;
- You will maintain the accuracy of such information; and Your use of the Services or the Sites does not violate any applicable law or regulation.

### **3. USE OF SERVICES**

Provided that you comply with these Terms of Service, Alien Base grants you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the Services, through a generally available web browser or mobile device, to view information and use the Services offered by Alien Base.

### **4. USER ACCOUNTS**

To use the Sites and/or the Services, You may be required to create a user account ("Account"). If You create an Account, You agree to provide Alien Base current, complete, true and accurate information, and to update this information should it change. Alien Base may suspend, terminate, modify, or delete Your Account with or without notice to You, at any time for any reason or for no reason, including but not limited to for violation of the Terms of Service.

Some Services may require payment of fees to Alien Base; if You purchase any goods or services that require payment of fees to Alien Base, You agree to provide Alien Base (or Alien Base'S payment agent) with current, complete, true and accurate billing information, such as Your credit card or other payment system number and expiration date.

**YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD(S) AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU.**

You agree to notify Alien Base immediately of any unauthorized use of Your Account or any other breach of security and to provide properly documented evidence as requested by Alien Base.

You may not use anyone else's Account at any time and You may not allow anyone else to use Your Account at any time. You agree that Alien Base will not be liable for any loss You may incur as a result of someone else using Your password or Account, either with or without Your knowledge, and You further agree that You will be liable for losses incurred by Alien Base or another party due to someone else using Your Account or password.

Alien Base reserves the right to terminate or suspend Your ACCOUNT AND/OR access to the Sites and/or the Services at any time, for any reason or no reason, with or without notice to you. Alien Base also reserves the right to change or discontinue any service or feature provided by Alien Base, including, without limitation, the Sites and the Services, at any time and without notice. You agree that Alien Base shall not be liable for any loss or damage caused, directly or indirectly, by any such termination, suspension, change or discontinuance.

In the event that Your Account is terminated, suspended or canceled, no refund will be granted and no other credits will be credited to You or converted to cash or other form of reimbursement, and You will have no further access to Your Account, Content or anything associated with it.

## **5. OWNERSHIP OF CONTENT**

“Content” shall mean including, without limitation, data, images, drawings, photographs, video, audio, text, and any and all other material and information You see on the Sites and/or the Services, whether provided by Alien Base or by users of the Services. ALL USE OF CONTENT IS PROVIDED “AS IS” AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT ALL CONTENT IS THE PROPERTY OF ALIEN BASE AND/OR ITS LICENSORS AND THAT YOU HAVE NO INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS IN ANY CONTENT, REGARDLESS OF WHETHER THAT CONTENT WAS PROVIDED BY ALIEN BASE, YOU, OR ANOTHER USER OF THE SERVICES.

You acknowledge that the Content, Services and Sites may be protected by copyrights, trademarks, and other proprietary rights owned by Alien Base, and/or its licensors, including rights to the selection, coordination, arrangement and enhancement of such Content, and that these rights are valid and protected in all media existing now or later developed. Except as expressly provided herein, Alien Base and its licensors do not grant You any express or implied rights, and all right, title and interest that Alien Base has in the Sites and/or the Services, that are not expressly granted by Alien Base to You are retained by Alien Base. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without Alien Base’S prior written permission, except that the foregoing does not apply to Your own posted submission.

You agree that You may not upload or otherwise transmit on or through the Service Content that is subject to any third-party rights unless any holder of

such rights has given express authorization for distribution on the Sites and/or the Services.

You agree that any Content You submit does not create an obligation for Alien Base to provide You any payment or other remuneration. If and to the extent You are deemed to have retained, under applicable law, any right, title or interest in or to any portion of the Content, You hereby transfer, grant, convey, assign and relinquish exclusively to Alien Base all of Your right, title and interest in and to the Content, without reservation and without additional consideration, under applicable patent, copyright, trade secret, trademark and other similar laws or rights, in perpetuity, and in the alternative to the extent such assignment is ineffective under applicable law, You hereby grant to Alien Base, the exclusive, irrevocable, sublicensable, transferable, worldwide, paid-up license to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice the Content, all modified and derivative works thereof, all portions and copies thereof in any form, all inventions, designs, and marks embodied therein, and all patent, copyright, trade secret, trademark and other intellectual property rights thereto, and/or to incorporate the same in other works in any form, media, or technology now known or later developed. To the extent permitted by applicable laws, You hereby waive any moral rights You may have in the Content.

## **6. USER SUBMISSIONS**

Company does not accept or consider unsolicited ideas, including ideas for new promotions, products, technologies or processes (collectively, “User Submissions”). You must not transmit any User Submission to or through the Company Sites or to Company through email that you consider to be confidential or proprietary, and any User Submissions shall be deemed non-confidential. You are responsible and liable for any User Submissions. You agree, represent and warrant that any User Submission is:

- Truthful, accurate, and not misleading,
- Offered in good faith, and
- That you have the right to transmit such information.

Certain information submitted by you, or otherwise collected from you, is subject to Company’s Privacy Policy. Except as expressly provided in Company’s Privacy Policy, you agree that by submitting User Submissions to

Company, including any concepts, know-how or ideas, you hereby grant Company a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of and display the User Submissions in connection with the Company Sites and Company's (and its successor's) business, including without limitation for promoting and redistributing part or all of the User Submission (and derivative works thereof) in any media formats and through any media channels whether now known or hereafter developed, without payment or accounting to you or others.

## **7. LIMITATIONS**

Any use of the Services in violation of these terms of SERVICE will be regarded as an infringement of Alien Base's copyright rights in and to the content.

You may not, under any circumstances, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, translate, transfer, buy, auction, rent, lease, loan or sell any Content, or other materials appearing in or generated by the Sites or Services, or any information obtained from the Sites or the Services, without the prior express written consent of Alien Base.

You may not, under any circumstances, exploit the Content or the Services for any purpose whatsoever.

You may not, under any circumstances, use the Content or the Services in any manner that is:

- Unlawful;
- That could damage, disable, overburden, or impair any Alien Base server or the network(s) connected to any Alien Base server;
- That could interfere with any other party's use and enjoyment of the Services;
- That gains or attempts to gain unauthorized access to any Services, unpublished information or material, other users' Accounts, or computer systems and/or networks connected to any Alien Base server, or to any of the Services, through hacking, password mining or any other means;
- That collects or aggregates information regarding other users' actions relating to the Services; or
- That reverse engineers, decompiles, disassembles or attempts to reverse engineer, decompile, or disassemble any part of the Content or Sites.

## **8. ALIEN BASE COPYRIGHT POLICY**

You will refrain from posting any information or items to the Sites or through the Services which are copied, in whole or in part, from third party sources without authorization. If You believe in good faith that materials hosted by Alien Base infringe your copyright, You (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

## **9. COMMUNICATIONS**

By providing Your email address to Alien Base and subscribing to Alien Base communications, You understand You may receive periodic information regarding current and future services offered on the Sites and/or the Services and/or related third party products. You may unsubscribe at any time by terminating Your Account as described in Section 13 (Termination and Survivability).

## **10. NEWSLETTERS**

By providing Your email address to Alien Base and subscribing to the Alien Base newsletter(s), You understand You may receive periodic information regarding current and future services offered on the Alien Base Sites and/or the Alien Base Services. You may unsubscribe at any time by following the directions contained in each newsletter.

## **11. PRIVACY/SECURITY**

You understand that any information provided by You or collected by Alien Base in connection with Your use of the Sites and/or Services will be used in the manner described in these Terms of Service and in Alien Base'S Privacy Policy, such privacy policy being incorporated into and made a part of these Terms of Service by this reference. If You do not agree to the Privacy Policy you may not use the Services. Without limiting the terms of the Privacy Policy, You understand that Alien Base does not guarantee that Your use of the Services and/or the information provided by You will be private or secure, and Alien Base is not responsible or liable to You for any lack of privacy or security You may experience. You are fully responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Services.

## **12. JURISDICTIONAL ISSUES AND EXPORT CONTROL LAWS**

The Sites and/or Services are controlled and operated by Alien Base from the British Virgin Islands ("BVI"). Alien Base makes no representation that Content and other materials available through the Sites and/or Services are appropriate or available for use in any other locations. Those who choose to access the Sites and/or Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree to abide by applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or other materials subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to the Sites any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

The Content may not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which the BVI has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any country or on any such list.

Furthermore, You agree that to comply with all applicable laws, rules, regulations, and any generally accepted practices or guidelines in the relevant jurisdictions (including, without limitation, any laws regarding the export of data or software to and from the European Union or other relevant countries and all applicable privacy and data collection laws and regulations). To the extent required by law, you are solely responsible for obtaining or filing any approval, clearance, registration, permit, or other regulatory authorization and shall comply with the requirements of such authorization.

### **13. TERMINATION AND SURVIVABILITY**

Provided that you comply with these Terms of Service, Alien Base grants you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the Services, through a generally available web browser or mobile device, to view information and use the Services offered by Alien Base.

### **14. LINKS TO THIRD-PARTY SITES**

Provided that you comply with these Terms of Service, Alien Base grants you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the Services, through a generally available web browser or mobile device, to view information and use the Services offered by Alien Base.

### **15. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

YOU EXPRESSLY AGREE THAT THE USE OF THE SITES AND/OR SERVICES IS AT YOUR SOLE RISK. THE SITES AND/OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE,

WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION.

ALIEN BASE PROVIDES THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT ALIEN BASE WILL HAVE ADEQUATE CAPACITY FOR THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. ALIEN BASE DOES NOT WARRANT THAT YOUR USE OF THE ALIEN BASE SITES OR THE ALIEN BASE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ALIEN BASE SITES (OR ANY PART THEREOF INCLUDING THE CONTENT), THE SERVER(S) ON WHICH THE ALIEN BASE SITES ARE HOSTED OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE ALIEN BASE PARTIES ASSUME NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF VOTING RIGHTS, LOSS OF ABILITY TO COMMENT, LOSS OF ITEMS OR OTHER LOSS FROM DELAYS, NONDELIVERIES, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY THE ALIEN BASE PARTIES, OR BY YOUR OR OTHER USERS' ERRORS AND/OR OMISSIONS.

YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE ALIEN BASE SITES AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE ALIEN BASE SITES AND CONTENT AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF ALIEN BASE OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS, EMPLOYEES OR VISITORS, WHETHER MADE ON THE ALIEN BASE SITES, IN THE CONTENT OR OTHERWISE, SHALL CREATE ANY WARRANTY.



YOUR USE OF THE SITES, SERVICES AND ANY CONTENT AND THE SERVICES ARE ENTIRELY AT YOUR OWN RISK.

THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS) OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW THE ALIEN BASE PARTIES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES OR USE OF THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ALIEN BASE IS TO STOP USING THE SITES AND/OR SERVICES, AND TO CANCEL YOUR ACCOUNT(S).

IN NO CASE SHALL THE ALIEN BASE PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SITES, SERVICES, OR THE CONTENT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITES, SERVICES, OR THE CONTENT, OR INTERACTIONS WITH ALIEN BASE.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF ALIEN BASE AND THE ALIEN BASE PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ALIEN BASE DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SITES AND/OR SERVICES AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

THE ALIEN BASE PARTIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS

AND RELATED GRAPHICS PUBLISHED AS PART OF THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES FOR ANY PURPOSE. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

ALIEN BASE EXPRESSLY DISCLAIMS ALL REPRESENTATION AND WARRANTIES REGARDING GOODS OR SERVICES YOU OBTAIN FROM THIRD PARTIES DURING YOUR USE OF THE ALIEN BASE SITES AND/OR ALIEN BASE SERVICES. YOU AGREE TO LOOK SOLELY TO THIRD PARTIES FOR ANY AND ALL CLAIMS REGARDING SUCH TRANSACTIONS WITH THIRD PARTIES. YOU FURTHER AGREE THAT THIRD PARTY ITEMS PURCHASED ARE DONE SO VIA AN AGREEMENT BETWEEN YOU AND THE THIRD PARTY.

ANY REFERENCE TO A PERSON, ENTITY, PRODUCT, OR SERVICE ON THE ALIEN BASE SITES DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION BY ALIEN BASE OR ANY OF ITS EMPLOYEES. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND ALIEN BASE OR A REPRESENTATIVE OF ALIEN BASE SHALL CONSTITUTE A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

ALIEN BASE RESERVES THE RIGHT TO REMOVE ANY MATERIAL POSTED ON THE MESSAGE BOARDS, FORUMS OR OTHER AREAS OF THIS WEBSITE THAT IT DETERMINES IN ITS SOLE DISCRETION IN VIOLATION OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE

## **16. NO FINANCIAL ADVICE PROVIDED; NO FIDUCIARY DUTY**

You agree that you are solely responsible for all votes, comments, actions (or the lack thereof), and other decisions as related to the Services and your use of the Site. Although the Site may provide data, information or content provided by other parties, you should not construe any such information or content as tax, legal, financial, or investment advice. You hereby warrant and acknowledge that your use of the Site and /or the Services is solely your responsibility. The Company has no special relationship with or fiduciary duty to you. You agree and acknowledge that you are solely responsible for conducting a full and diligent review of any and all legal, accounting, regulatory or tax related implications that may result from your use of the

Services. We recommend that you consult with a licensed legal and financial professional prior to accessing the Site or utilizing the Services.

## **17. NO SECURITY/NO RELIANCE**

This document does not constitute investment advice, counsel or solicitation for investment in any security and shall not be construed in that way. This agreement and the services do not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities in any form. Further, the Company disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

## **18. RISK OF UNCERTAIN REGULATIONS AND ENFORCEMENT ACTIONS**

The regulatory status of the Company and distributed ledger technology is unclear or unsettled in many jurisdictions. The regulation of digital assets has become a primary target of regulation in all major countries in the world. It is impossible to predict how, when or whether regulatory agencies may apply existing regulations or create new regulations with respect to such technology and its applications, including the Company. Regulatory actions could negatively impact the Company in various ways. The Company its respective affiliates may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

## **19. RISK OF INADEQUATE DISCLOSURE OF INFORMATION**

The Services are still under development and the design concepts, consensus mechanisms, algorithms, codes, and other technical details and parameters may be constantly and frequently updated and changed. Although the Site contains the most current information relating to the Company, it is not absolutely complete and may still be adjusted and updated by the Company from time to time.

## **20. RISK OF COMPETITORS**

Various types of decentralized applications and networks are emerging at a rapid rate, and the industry is increasingly competitive. It is possible that alternative networks could be established that utilize the same or similar code and protocol underlying the Company and attempt to re-create similar facilities. The Company may be required to compete with these alternative networks, which could negatively impact the Company.

## **21. RISK OF FAILING TO DEVELOP**

There is the risk that the development of the Company will not be executed or implemented as planned, for a variety of reasons, including without limitation the event of a decline in the prices of any digital asset, virtual currency or the Company, unforeseen technical difficulties, and shortage of development funds for activities.

## **22. RISKS ASSOCIATED WITH PROOF OF STAKE PROTOCOLS**

Because the subject of the Company's governance and other activities relates indirectly to certain proof of stake protocols, any malfunction, breakdown or abandonment of any such platform may have a material adverse effect on tokens or other products that are the subject of the Company's governance aims. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to underlying proof of stake blockchains, tokens and related ecosystems, for example, by rendering ineffective cryptographic consensus mechanisms. The Company takes no responsibility for such risks and expressly disclaims same.

## **23. RISK OF HACKING AND SECURITY WEAKNESSES**

Hackers or other malicious groups or organizations may attempt to interfere with the Company or underlying blockchains in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Company and underlying blockchains are based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Company or related blockchains, which could have negative consequences. The Company takes no responsibility for and expressly disclaims responsibility for such attacks/security weaknesses. Further, the Company shall bear no liability whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

## **24. RISK OF UNINSURED LOSSES**

Unlike bank accounts or accounts at financial institutions, Tokens are uninsured unless you specifically obtain your own private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you. The Company takes no responsibility in this regard and expressly disclaims same.

## **25. AML AND KYC POLICY**

You agree to assist the Company in compliance with "AML" (anti-money laundering) and "KYC" (know your customer) regulations, including agreeing to provide information upon request relative to such compliance efforts. The Company reserves the right to report any suspicious activities to police or

relevant authorities without the client's knowledge. The Company reserves the right to request documentation, including but not limited to Know-Your-Customer / Anti-Money Laundering (AML) applications, at any time, including prior to activating your account, and including in order to comply with applicable law or regulation. We may refuse your access to the Site should it have doubts as to validity, authenticity and genuineness of any information provided by you. You agree to provide us with such information promptly upon request, and you acknowledge that we may refuse participation in the Services or use of the Site until you provide such requested information.

## **26. TAXES**

Any tax obligations are solely your responsibility and you agree that the Company has no responsibility and undertakes no obligation whatsoever relative to any tax related matter, including but not limited to tax reporting, filing or advice.

## **27. SOPHISTICATED PARTICIPANT**

You warrant that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens (for example, such as DOT, GLMR, MOVR, BTC, or ETH), token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems, delegation and validation of proof of stake and other blockchains to understand the terms of this Agreement and to appreciate the risks and implications of participating in activities relative to the Company and the Site.

## **28. USER CONDUCT**

You agree, at all times, to utilize the Site and Services solely for the purposes for which they are intended and not for any illegal or fraudulent activity of any kind whatsoever. You agree that you will not attempt to circumvent any security measures employed by the Site or Services, nor undertake any activity or conduct that would interfere with the proper function of the Site or the delivery of the Services, or that would otherwise be damaging or harmful to the Company.

## **29. NO THIRD PARTY BENEFICIARIES**

Except as expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use. The Company shall have the right to assign its rights or delegate any of its responsibilities under these Terms of Use to an affiliate or in connection with a merger, consolidation or reorganization of the Company for the sale of substantially all of its assets.

## **30. COMPLIANCE DISCLAIMER**

We make no representation that this Site is operated in accordance with the laws, rules, or regulations of, or governed by, any country or nation. Thus, you are solely and exclusively responsible for your use of the Services. You, not

Us, are responsible for compliance with any applicable local and/or national laws.

### **31. YOUR LEGAL COMPLIANCE**

You represent and warrant that your participation in the services and use of the site complies with applicable law and/or regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements (ii) any foreign exchange or regulatory restrictions applicable to such participation, and (iii) any governmental or other consents that may need to be obtained. If you are participating on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity. You represent and warrant that you are not an entity organized in or a citizen of a nation or geographic area in which access to or use of the site or services is prohibited by applicable law, decree, regulation, treaty, or administrative act. You further represent that you are not a citizen or resident of, or located in, a nation or geographic area that is subject to any sovereign country sanctions or embargoes, or an individual, entity or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties' lists.

### **32. NOT USED**

### **33. INDEMNITY**

You agree to defend, indemnify and hold harmless Alien Base and its directors, officers, employees, agents, shareholders, licensors, parent companies and representatives, from and against all claims, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising out of:

- Your use of, or activities in connection with the Sites, including the Services;
- Any violation of these Terms of Service by You or through Your Account or using Your user name; or
- Any allegation that any information, messages, or materials that You make available or create through the Sites and/or Services infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

### **34. CHOICE OF LAW AND JURISDICTION**

These Terms of Service and any dispute or claim arising out of or in any way relating to them or the Alien Base (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. You and we irrevocably submit to the exclusive jurisdiction of the courts of

England and Wales for the purpose of hearing and determining any dispute or claim (including non-contractual disputes or claims) arising out of these Terms of Service or its subject matter or formation.

### **35. ASSIGNMENT**

Alien Base may assign these Terms of Service, in whole or in part, at any time. You may not assign, transfer or sublicense these Terms of Service or any or all of Your rights or obligations under these Terms of Service without Alien Base's express prior written consent.

### **36. WAIVER**

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

### **37. HEADINGS**

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

### **38. NOTICE**

Notices to You may be made via posting to the Sites, by email, or by regular mail, in Alien Base's discretion. Alien Base may also provide notices of changes to these Terms of Service or other matters by displaying such notices or by providing links to such notices on Alien Base's Sites. Without limitation, You agree that a printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **39. SEVERABILITY**

If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

### **40. COMPLETE AGREEMENT**

These Terms of Service, including the documents expressly incorporated by reference, constitute the entire agreement between You and Alien Base with respect to its subject matter. These Terms of Service supersede all prior or contemporaneous communications, whether electronic, oral or written, between You and Alien Base with respect to its subject matter and You represent that You have not relied on any such communications in accepting these Terms of Service.

### **41. QUESTIONS**

If you have any questions, comments or complaints regarding these Terms of Service or the Sites or Services, feel free to contact us by any method at: <https://www.alienbase.xyz/>.

## **42. GENERAL PROVISIONS**

A printed version of these Terms of Service and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The parties agree that all correspondence relating to these Terms of Service, shall be written in the English language. The Site and any related documentation or correspondence ("Documentation") may be translated into a language other than English for reference purpose only and in the event of conflict or ambiguity between the English language version and translated versions of the Documentation, the English language versions shall prevail. You acknowledge that you have read and understood the English language version of the Documentation.