

# Terms of Use

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 11. PLEASE READ THE AGREEMENT CAREFULLY.

Worldwide Legal Tech LTD. (“Company “we,” “us,” or “our”) is the leading blockchain software development company. With a focus on utilizing decentralized technologies, such as DAO, our software revolutionizes the security of access to your crypto assets. Blockchain Testament hosts a top level domain website <https://cryptowill.tech/>, which provides information about our Products and Services, and includes text, images, audio, code and other third party materials or information as defined below, as well as subdomains for our products or services.

These Terms of Use (the “Terms,” “Terms of Use” or “Agreement”) contain the terms and conditions that govern your access to and use of the Site/Product provided by us and is an agreement between us and you or the entity you represent (“you” or “your”). Please read these Terms of Use carefully before using the Site or Product. By using the Site, clicking a button or checkbox to accept or agree to these Terms where that option is made available, clicking a button to use or access any of the Product, completing an Order, or, if earlier, using or otherwise accessing the Product (the date on which any of the events listed above occur being the “Effective Date”), you (1) accept and agree to these Terms and any additional terms, rules and conditions of participation issued by Company from time to time and (2) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy. If you do not agree to the Terms or do not perform any and all obligations you accept under the Terms, then you may not access or use the Product.

You represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section with Terms and Definitions of certain capitalized terms used in this Agreement.

In addition, you represent to us that you and your financial institutions, or any party that owns or controls you or your financial institutions, are (1) not subject to sanctions or otherwise designated on any sanctions lists and / or prohibited, restricted or denied parties lists, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (i.e., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce and others), the European Union or its Member States, or other applicable government authority and (2) not located in any country subject to a comprehensive sanctions program implemented by the United States.

You confirm that your money, monetary and non-monetary instruments are not derived from or related to any unlawful activities, including, without limitation, money laundering or terrorist financing, and all payments shall be made only from the User's crypto wallet. Any breach of this Item of this Annex or failure to comply with this Item of this Annex (determined at the sole and absolute discretion of the Company) shall give

the Company the right to reject (i) the payment of the User and (ii) the use of the company's platform.

By creating this DAO testament, you acknowledge that the wallets belong to you, the funds belong to you, that the testament is only accessed by the wallet numbers you specify, that you accept responsibility for correctly specifying the wallet numbers, bequeathed tokens, and the correct choice of blockchain for the testament. Our Company is not responsible for the accuracy of the information you provide.

### **Terms and Definitions.**

“Acceptable Use Policy” means the policy set forth below, as it may be updated by us from time to time. You agree not to, and not to allow third parties to, use the Product:

1. to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
2. to engage in, promote or encourage any illegal or infringing content;
3. for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
4. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
5. to interfere with the use of the Product, or the equipment used to provide the Product, by customers, authorized resellers, or other authorized users;
6. to disable, interfere with or circumvent any aspect of the Product (for example, any thresholds or limits);
7. to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertising or other solicitation; or
8. to use the Product, or any interfaces provided with the Product, to access any other product or service in a manner that violates the terms of service of such other product or service.

“API” means an application program interface.

“API Requests” has the meaning set forth in Section 5.3.

“Applicable Threshold” has the meaning set forth in Section 4.2.

“Base Fees” has the meaning set forth in Section 4.2.

“Content” means any data, text, audio, video or images, software (including machine images), and any documentation.

“DAO” means Decentralized Autonomous Organization.

“DAO Testament” means such a type of DAO Testament that allows you to ensure the possibility of bequeathing your crypto assets in crypto wallets to whomever you choose and in the amount of assets you determine. Activation of DAO Testament occurs due a

multisig mechanism, namely DAO technology, and through the Trustees wallets specified by the testator.

“End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Product under your account.

“Fees” has the meaning set forth in Section 4.2.

“Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).’

“Our Content” means any software (including machine images), data, text, audio, video, images, or documentation that we offer in connection with the Product.

“Policies” means the Acceptable Use Policy, Privacy Policy, any supplemental policies or addendums applicable to any Service as provided to you, and any other policy or terms referenced in or incorporated into this Agreement, each as may be updated by us from time to time.

"Product" means all of the service enhancements offered on the platform that we provide to you.

"Service" - features of the Product in accordance with the Subscription Plan

"Subscription plan" - a plan that provides certain features in the use of Services

"Company" - Worldwide Legal Technologies Ltd. (WLT)

“Third-Party Content” means Content made available to you by any third party on the Site.

“Your Content” means content that you or any End User transfers to us, storage or hosting by the Company in connection with account and any computational results that you or any End User derive from the foregoing through their use of the Product, excluding however any information submitted to a blockchain protocol for processing.

## **1. The Product.**

1.1 Generally. You may access and use the Product services in accordance with this Agreement. You agree to comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Product. You agree to select a payment method and create an account at <https://cryptowill.tech/>

## **2. Changes.**

2.1 To the Product. We may change or discontinue any or all of the Product or change or remove functionality of any or all of the Product from time to time. We will use commercially reasonable efforts to communicate to you any material change or

discontinuation of an Product through the Site or public communication channels. If you are on a Paid Plan, we will use commercially reasonable efforts to communicate to you any material changes to or discontinuation of the Product at least 30 days in advance of such change, and we will use commercially reasonable efforts to continue supporting the previous version of the Product for up to three months after the change or discontinuation, except if doing so (a) would pose an information security or intellectual property issue, (b) is economically or technically burdensome, or (c) would create undue risk of us violating the law.

2.2 To this Agreement. We reserve the right, at our sole discretion, to modify or replace any part of this Agreement or any Policies at any time. It is your responsibility to check this Agreement periodically for changes, but we will also use commercially reasonable efforts to communicate any material changes to this Agreement through the Site or other public channels. Your continued use of or access to the Product following the posting of any changes to this Agreement constitutes acceptance of those changes.

### **3. Your Responsibilities.**

3.1 Your Accounts. For those Product that require an account, and except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken, your employees or a third party (including your contractors, agents or other End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated by third parties.

3.2 Your Use. You are responsible for all activities that occur through your use of those Product that do not require an account, except to the extent caused by our breach of this Agreement, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or other End Users). We and our affiliates are not responsible for unauthorized access that may occur during your use of the Product, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated by third parties. You will ensure that your use of the Product does not violate any applicable law.

3.3 Your Security and Backup. You are solely responsible for properly configuring and using the Product and otherwise taking appropriate action to secure, protect and backup your accounts and/or Your Content in a manner that will provide appropriate security and protection, which might include use of encryption. This includes your obligation under this Agreement to record and securely maintain any passwords or backup security phrases (i.e. "seed" phrases) that relate to your use of the Product. You acknowledge that you will not share with us nor any other third party any password or backup/seed phrase that relates to your use of the Product, and that we will not be held responsible if you do share any such phrase or password.

### **4. Fees and Payment.**

4.1 Product Fees. The Product implies different options for subscriptions to the Services. Regardless of the Subscription Plan, you agree to pay all of the Company's blockchain fees, namely the "hassle" fee and a fee for the distribution of the decedent's crypto assets in the amount of the selected Subscription Plan. The Product is offered for use under

various Subscription Plans available at <https://cryptowill.tech/>. There is a free (trial) version valid for 30 days. We may increase or add new fees and charges in the Product you use by making commercially reasonable efforts to notify users of the Product through our Site or other publicly available channels. Unless otherwise specified in the Order, if you are on a Fee Plan, all amounts due under this Agreement are due and payable within thirty (30) days. In case of non-payment of the annual rate after this period, the Company has the right to impose penalties or change the cost of the rate in case of renewal of the subscription by the user. After the expiration of the above said payment term trustees are notified of the opportunity to open a vote to ascertain the testator's decease. If the person is not deceased and cancels the vote, the testator cannot use this will again, but can only create a new one. Payment for the will are payable annually. By doing regular payment the testator reaffirms his or her commitment to the testament.

Fees are payable in stablecoins project utility tokens, or other tokens provided by the Company.

4.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive taxes unless otherwise noted. We reserve the right to withhold taxes where required.

## **5. Temporary Suspension; Limiting API Requests.**

5.1 Generally. We may suspend your right to access or use any portion or all of the Product immediately if we determine:

(a) your use of the Product (i) poses a security risk to the Product or any third party, (ii) could adversely impact our systems, the Product or the systems of any other user, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be unlawful;

(b) you are, or any End User is, in breach of this Agreement;

(c) you are in breach of your payment obligations under Section 4 and such breach is not resolved within 30 days or more; or

(d) for entities, you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

5.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Product:

(a) you remain responsible for all fees and charges you incur during the period of suspension; and

(b) you will not be entitled to any fee credits for any period of suspension.

5.3 Limiting API Requests. If applicable to a particular Product, we retain sole discretion to limit your usage of the Product (including without limitation by limiting the number of API requests you may submit (“API Requests”)) at any time if your usage of the Product exceeds the usage threshold specified in your Paid Plan.

## **6. Term; Termination.**

6.1 Term. For Product subject to a Paid Plan, the term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 6. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 6.2. For Product that are not subject to a Paid Plan, the term of this Agreement will commence on the Effective Date and will remain in effect until you stop accessing or using the Product.

### 6.2 Termination.

(a) Termination for Convenience. If you are not on a Paid Plan, you may terminate this Agreement for any reason by ceasing use of the Product. If you are on a Paid Plan, each party may terminate this Agreement for any reason by giving the other party at least 30 days’ written notice, subject to the provisions in Section 6.2(b).

(b) Termination for Cause.

(ii) By Us. We may also terminate this Agreement immediately (A) for cause if we have the right to suspend under Section 5, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Product expires, terminates or requires us to change the way we provide the software or other technology as part of the Product, or (C) in order to avoid undue risk of violating the law, or (D) in case of cancellation of vote by the testator after failure to make the due payment on time in accordance with Clause 4.1. hereof

### 6.3 Effect of Termination. Upon the Termination Date:

(i) all your rights under this Agreement immediately terminate; and

(ii) each party remains responsible for all fees and charges it has incurred through the Termination Date and are responsible for any fees and charges it incurs during the post-termination period;

(iii) [the terms](#) and conditions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. For instance, despite this Agreement between you and us terminating, any dispute raised after you stop accessing or using the Product will be subject to the applicable provisions of this Agreement if that dispute relates to your prior access or use.

For any use of the Product after the Termination Date, the terms of this Agreement will again apply and, if your use is under a Paid Plan, you will pay the applicable penalties under Section 4.

## **7. Proprietary Rights.**

7.1 Your Content. Depending on the Product, you may share Content with us. Except as provided in this Section 7, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Product to you.

7.2 Intellectual Rights to the Product. We own all right, title and interest in and to the Product and all related technology and intellectual property rights. Subject to the terms of this Agreement, We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to: (a) access and use the Product Services solely in accordance with this Agreement; and (b) copy and use Our Content solely in connection with permitted uses of the Product. Except as provided in this Section 7.2, you do not acquire from us, our affiliates or any rights under this Agreement in the Product, including any related intellectual property rights.

7.3 Patent and license restrictions. Neither you nor any End User will use the Product in any manner or for any purpose other than as expressly permitted by this Agreement. Except for as authorized, neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Product (except to the extent Content included in the Product is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Product or apply any other process or procedure to derive the source code of any software included in the Product (except to the extent applicable law doesn't allow this restriction), (c) access or use the Product in a way intended to avoid incurring fees or exceeding usage limits or quotas, (d) use scraping techniques to mine or otherwise scrape data except as permitted by a Plan, or (e) resell or sublicense the Product unless otherwise agreed in writing. You will not use Our Marks unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

## **8. Indemnification.**

### 8.1 General.

(a) You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any claim concerning: (a) breach of this Agreement or violation of applicable law by you; and (b) a dispute between you and any of your customers or users. You will reimburse us for reasonable attorneys' fees and expenses, associated with claims described in (a) and (b) above.

### 8.2 Intellectual Property.

(a) Subject to the limitations in this Section 8, you will defend Company, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Neither party will have any obligation or liability under this Section 8.2 arising as a result of your infringement by combining the Product with any other product, service, software, data, content or method. In addition, we have no obligation or liability arising from your use of the Services after we have notified you to discontinue such use. The remedies provided in this Section 8.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by your Content.

8.3 Process. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

## **9. Disclaimers; Risk.**

9.1 DISCLAIMER. THE PRODUCT AND SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PRODUCT OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE PRODUCT OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

9.2 RISKS. OUR PRODUCT RELIES ON EMERGING TECHNOLOGIES, SUCH AS ETHEREUM. SOME PRODUCTS ARE SUBJECT TO INCREASED RISK THROUGH YOUR POTENTIAL MISUSE OF THINGS SUCH AS PUBLIC/PRIVATE KEY CRYPTOGRAPHY, OR FAILING TO PROPERLY UPDATE OR RUN SOFTWARE TO ACCOMMODATE PROTOCOL UPGRADES, LIKE THE TRANSITION TO PROOF OF STAKE RECEIVE. BY USING THE PRODUCT, YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS. YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS AND UPGRADING YOUR SOFTWARE AND PROCESSES TO ACCOMMODATE PROTOCOL UPGRADES, AND THAT YOU HAVE A WORKING KNOWLEDGE OF THE USAGE AND INTRICACIES OF DIGITAL ASSETS SUCH AS ETHER (ETH) AND OTHER DIGITAL TOKENS, SUCH AS THOSE FOLLOWING THE ERC-20 TOKEN STANDARD. IN PARTICULAR, YOU UNDERSTAND THAT WE DO NOT OPERATE THE ETHEREUM PROTOCOL OR ANY OTHER BLOCKCHAIN PROTOCOL, COMMUNICATE OR EXECUTE PROTOCOL UPGRADES, OR APPROVE OR PROCESS BLOCKCHAIN TRANSACTIONS ON BEHALF OF YOU. YOU FURTHER UNDERSTAND THAT BLOCKCHAIN PROTOCOLS PRESENT THEIR OWN RISKS OF USE, THAT SUPPORTING OR PARTICIPATING IN THE PROTOCOL MAY RESULT IN LOSSES IF YOUR PARTICIPATION VIOLATES CERTAIN PROTOCOL RULES, THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE, THAT YOUR PRIVATE KEY AND BACKUP SEED PHRASE MUST BE KEPT SECRET AT ALL TIMES, THAT OUR COMPANY WILL NOT STORE A BACKUP OF, NOR WILL BE ABLE TO DISCOVER OR RECOVER, YOUR PRIVATE KEY OR BACKUP SEED PHRASE, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY



APPROVALS OR PERMISSIONS YOU PROVIDE BY CRYPTOGRAPHICALLY SIGNING BLOCKCHAIN MESSAGES OR TRANSACTIONS.

YOU FURTHER UNDERSTAND AND ACCEPT THAT DIGITAL TOKENS PRESENT MARKET VOLATILITY RISK, TECHNICAL SOFTWARE RISKS, REGULATORY RISKS, AND CYBERSECURITY RISKS. YOU UNDERSTAND THAT THE COST AND SPEED OF A BLOCKCHAIN-BASED SYSTEM IS VARIABLE, THAT COST MAY INCREASE OR DECREASE DRAMATICALLY AT ANY TIME, AND THAT COST AND SPEED IS NOT WITHIN THE CAPABILITY OF THE COMPANY TO CONTROL. YOU UNDERSTAND THAT PROTOCOL UPGRADES MAY INADVERTENTLY CONTAIN BUGS OR SECURITY VULNERABILITIES THAT MAY RESULT IN LOSS OF FUNCTIONALITY AND ULTIMATELY FUNDS.

YOU UNDERSTAND AND ACCEPT THAT THE COMPANY DOES NOT CONTROL ANY BLOCKCHAIN PROTOCOL, NOR DOES COMPANY CONTROL ANY SMART CONTRACT THAT IS NOT OTHERWISE OFFERED BY COMPANY AS PART OF THE PRODUCT. YOU UNDERSTAND AND ACCEPT THAT COMPANY DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE TRANSITION OF ANY BLOCKCHAIN PROTOCOL FROM PROOF OF WORK TO PROOF OF STAKE COMPANY. YOU AGREE THAT YOU ALONE, AND NOT COMPANY, IS RESPONSIBLE FOR ANY TRANSACTIONS THAT YOU ENGAGE IN WITH REGARD TO SUPPORTING ANY BLOCKCHAIN PROTOCOL WHETHER THROUGH TRANSACTION VALIDATION OR OTHERWISE, OR ANY TRANSACTIONS THAT YOU ENGAGE IN WITH ANY THIRD-PARTY-DEVELOPED SMART CONTRACT OR TOKEN, INCLUDING TOKENS THAT WERE CREATED BY A THIRD PARTY FOR THE PURPOSE OF FRAUDULENTLY MISREPRESENTING AFFILIATION WITH ANY BLOCKCHAIN PROJECT. YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR THE REGULATORY STATUS OR TREATMENT OF ANY DIGITAL ASSETS THAT YOU MAY ACCESS OR TRANSACT WITH USING COMPANY PRODUCT. YOU EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE PRODUCT TO INTERACT WITH BLOCKCHAIN PROTOCOLS.

OUR COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE USER AND FOR THE SELECTED RATES. EACH PERSON IS RESPONSIBLE FOR COMPLYING WITH THE LAWS OF THE COUNTRY OF WHICH HE OR SHE IS A CITIZEN OR RESIDENT.

## **10. Limitations of Liability.**

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **11. Binding Arbitration and Class Action Waiver.**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

11.1 Binding Arbitration. Any dispute, claim or controversy (“Claim”) relating in any way to this Agreement, the Site, or your use of the Product will be resolved by binding arbitration as provided in this Section 11, rather than in court, except that you may assert claims in small claims court if your claims qualify.

11.1.3 The Agreement and any claim (including non-contractual disputes or claims) arising out of or relating to this Agreement, its subject matter or formation shall be governed by and construed in accordance with the laws of UAE, (DIFC). Any claim relating in any way to this Agreement, the Services, your use of the Product or any products or services licensed or distributed by us will be resolved by binding arbitration as provided in this paragraph. Prior to any formal arbitration, the parties must first attempt to resolve any claim through mediation in accordance with the LCIA Mediation Rules, which are deemed incorporated by reference into this paragraph. If the dispute is not resolved by mediation within 30 days of the commencement of mediation or within such additional period as the parties agree in writing, the claim shall be referred to and finally resolved by arbitration in accordance with the LCIA Rules, which shall be deemed incorporated by reference into this paragraph. The language to be used in mediation and arbitration shall be English. The place of jurisdiction and arbitration shall be DIFC, UAE.

## **12. Miscellaneous.**

12.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 12.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for us as a party to this Agreement and we are fully released from all of our obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

12.2 DAOs. As a blockchain-based company, we can interact with you and use the technology of DAO. Due to the unique nature of DAOs, to the extent the DAO votes in favor, the DAO has acknowledged and agreed to these Terms in their entirety.

12.2 Entire Agreement and Modifications. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. Any modification to the terms of this Agreement may only be made in writing.

12.3 Force Majeure. Neither party nor their respective affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond such party’s reasonable control, including but not limited to acts of God, utilities or other telecommunications failures, cyber attacks, earthquake, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.4 Export and Sanctions Compliance. In connection with this Agreement, you will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-

export control laws and regulations, including all such laws and regulations that may apply. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Product. You may not use Product if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Product.

12.5 Company's activities. The Company does not conduct its business in the Republic of Singapore, with citizens and entities of the Republic of Singapore, holds no accounts with banks in the Republic of Singapore and does not accept any payments from accounts opened with banks in the Republic of Singapore. You confirm that you are not a citizen of the Republic of Singapore and are not located in the Republic of Singapore.

12.6 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

12.7 Eligibility. If you are under the age of majority in your jurisdiction of residence, you may use the Site or Product only with the consent of or under the supervision of your parent or legal guardian.

**NOTICE TO PARENTS AND GUARDIANS:** By granting your minor permission to access the Site or Product, you agree to these Terms of Use on behalf of your minor. You are responsible for exercising supervision over your minor's online activities. If you do not agree to these Terms of Use, do not let your minor use the Site or Product.

12.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Notice.

(a) To You. We may provide any notice to you under this Agreement using commercially reasonable means, including: (i) posting a notice on the Site; (ii) sending a message to the email address then associated with your account; or (iii) using public communication channels . Notices we provide by posting on the Site or using public communication channels will be effective upon posting, and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current to the extent you have an account. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact us by email [contact@cryptowill.online](mailto:contact@cryptowill.online)

12.10 No Third-Party Beneficiaries. Except as otherwise set forth herein, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.11 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

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

12.13 Notice and Procedure for Making Claims of Copyright Infringement. If you are a copyright owner or agent of the owner, and you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide us a written notice at the address below with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located with respect to the Product;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You can contact us at:

Email: [contact@cryptowill.online](mailto:contact@cryptowill.online)