

SingularityDAO

<https://www.singularitydao.ai/>

(hereinafter referred to as “the Company”)

(hereinafter, together with any of its subdomains, referred to as the “Website” “We”, “Us”, “Our”)

TERMS AND CONDITIONS

NOTICE. There are substantial risks in using the Services (as defined below). Please read these Terms and Conditions *(hereinafter referred to as the “Terms” or “Terms and Conditions” interchangeably)* carefully before accessing, browsing, or using the Website or the Platform *(hereinafter collectively referred to interchangeably as the “Website” or “Platform”)*, and/or using the Services, patents and/or trademarks. Your access to, and use of the Website and Services, is conditioned on your acceptance of, and compliance with, these Terms and Conditions. These Terms contain important information, including a binding arbitration provision and a waiver to any right to trial by jury or to participate in a class-action lawsuit or class-wide arbitration, which impacts your rights as to how disputes are resolved.

BY ACCESSING OR USING THE SERVICES, WHICH INCLUDE, WITHOUT LIMITATION, (I) OUR WEBSITE (AND ANY RESPECTIVE SUBDOMAINS); APPLICATIONS (COLLECTIVELY WITH ANY MATERIALS AND SERVICES AVAILABLE THEREIN, AND SUCCESSOR WEBSITE(S) OR APPLICATION(S) THERETO, THE “SITE”); AND/OR (II) THE PLATFORM OR PROTOCOL OR OTHER APPLICATIONS AND SERVICES, INCLUDING WITHOUT LIMITATION STAKING SERVICES AND DYNASET(S) AND BETA DYNASET(S), AND/OR (III) WEBSITES THAT LINK TO THESE TERMS, AS WELL AS ANY INFORMATION, LINKS OR OTHER MATERIALS STORED, RETRIEVED OR APPEARING THEREON, WHETHER ACCESSED THROUGH THE SITE OR OTHERWISE (FOREGOING (I), (II) AND (III) COLLECTIVELY, THE “SERVICES”), YOU ARE ENTERING INTO A BINDING AGREEMENT WITH US THAT INCLUDES THESE TERMS, OUR PRIVACY POLICY, AND OTHER POLICIES REFERENCED HEREIN (COLLECTIVELY, THE “AGREEMENT”).

ELIGIBILITY. You represent and warrant that:

- A. You are at least the higher of (i) age of majority in your jurisdiction; and (ii) eighteen years old, and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Platform;
- B. You are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States or any other country or jurisdiction; and
- C. You have read these Terms, including the Risk Notice in Appendix A, and understand, acknowledge and agree that (i) Services, Smart Contracts and Digital Assets are a novel technology with very high associated risks, including but not limited to those described in the Risk Notice in Appendix A; and (ii) by using the Services, You may permanently lose all Digital Assets involved in using the Services, without possibility to recover them in any way or otherwise receive compensation.

UPDATES. You are advised to check these Terms and Conditions periodically to ensure that you are aware and comply with the current version of these Terms. Any and all changes are binding on users of the Website, and will take effect immediately from the posting of the revised documentation on the Website. By continuing to use the Website or using the Services, you agree to be bound by such variation.

1. Definitions

1.1. The definitions and rules of interpretation in this clause apply in the Terms and Conditions.

“Annual percentage yield/APY”	Means the rate of return from the Staking Services
“Business”	Means the continual provisions of the Services
“Communication”	Means communication by means of electronic transmission (e-mail or any other electronic messaging mean) or mail correspondence
“Confidential Information”	Means all non-public information disclosed by to you in connection with this Agreement or the use of the Website that the disclosing party marks as confidential or which the receiving party could reasonably know to be the confidential information
“Digital Currency/Currencies” or “Digital Token” or “Digital Asset(s)”	A form of digital or virtual currency or token secured by cryptography

“Nominator”	Means the party using the Platform. Nominator shall also be deemed a User
“Notice”	Shall mean an instrument in writing for the purposes of Communication, unless otherwise specified
“Party/Parties”	Means you or us, as applicable, or you and us collectively
“Platform”	Means the technology platform and infrastructure, including without limitation, its Smart Contract(s), DynaSet(s) and Beta DynaSet(s).
“Service(s)”	See defined term “Services” in the second paragraph of these Terms <i>[please see Appendix B “Beta Notice” for further information on Beta DynaSet(s)]</i>
“Smart Contract”	A computer code agreement conducted through the blockchain and stored on an immutable public database

“Staking”	Means the use of the staking Smart Contracts and/or staking Services by Nominator
“Staked Tokens”	Means the Tokens that Nominator has staked with the Service
“Supported Network”	Means any blockchain network on which our Platform runs.
“Supported Network Protocol” or “Protocol”	Means the rules by which the Supported Network operates, including, but not limited to, the process for Staking, the quantity and timing of Return of APY
“Token(s)”	Means the underlying digital asset of the Supported Network.
“Visitor(s)”, “User(s)”, “You(r)”	Means reference to any person or legal entity using the Services

1.2. Certain Defined Terms

1.2.1. **Clauses and Schedule Headings:** Clauses and Schedule Headings do not affect the interpretation of the Terms and Conditions set hereinafter.

1.2.2. **References to “Person(s)”:** A “Person” includes a natural person, a corporate, or unincorporated body, whether or not having a separate legal personality.

1.2.3. **References to Law(s):** A reference to a particular law or regulation is a reference to it as it is in force from time to time, taking into account any and all

amendments, extensions, applications, or re-enactment, and includes any subordinate legislation from time to time in force made under it.

1.2.4. **References to Appendix(es):** This agreement incorporates Appendixes which shall have the same force and effect as if the terms and details were set out as part of this Agreement.

1.2.5. **Use of the term “deposit”.** When the term “deposit” is used in these Terms or the Website or Services, this term is not meant to be interpreted literally nor as meaning depositing funds in traditional finance. Instead, when the User ‘deposits’ Digital Assets into the Platform, the User “deposits” these assets into a Smart Contract. The Smart Contract has not posted ‘collateral’ and could malfunction or suffer a loss that results in complete or partial failure to return the ‘deposited’ Digital Assets. In this case, the depositor of the Digital Assets does not have a contractual nor legal remedy against the Smart Contract where the Digital Assets have been deposited or its creators. The Smart Contract is not under the full control of any person or persons.

2. Scope

2.1. These Terms govern the legal relationship between the Company and the User.

2.2. These Terms govern the rules and otherwise of the Service, including for participation.

2.3. The User represents that whether on personal behalf or for an institution or company that the User has authority to legally stake and/or deposit tokens to the Platform and adhere to the terms listed in this Agreement.

3. Assumption of Risk

3.1. By accessing and using the Website and/or Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, as set out in Appendix A “Risk Notice” herein.

3.2. You understand and agree to assume full responsibility for all the risks of accessing using the Website and/or Services and interacting with the Protocol and/or Platform.

4. Your Responsibilities

4.1. You, as User and/or Nominator, as applicable, shall provide the following:

4.1.1. If You deposit Tokens with the Platform, you shall ensure that Staked Tokens are compatible and subject to the Supported Network Protocol and the User understands and agrees that it is solely responsible for maintaining the security of its/their account(s) and keys at all times. Any unauthorized access to User’s wallet by third parties could result in the loss or theft of any Digital Asset, Digital Currency, Tokens or any funds held in your account and any associated accounts.

4.1.2. The Company shall not act as a custodian of funds or Digital Assets.

4.1.3. You represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based system and that You have advanced knowledge of blockchain technology, portfolio management tools and platforms, staking, accounts, keys, and details of the Supported Network and Supported Network Protocol.

4.2. You represent that You to have conducted your own thorough investigation of Supported Network, Token, and any other matters considered in this Agreement, in determining to Stake Tokens with the Platform.

5. Services

5.1. Staking Services

5.1.1. The percentage and timing of the APY returns are determined based on

the Supported Network Protocol.

5.1.2. Factors that are used by the Supported Network in determining APY return may include, but are not limited to:

- 5.1.2.1. the inflation rate in the Supported Network;
- 5.1.2.2. the amount of nominated stake behind a given validator;
- 5.1.2.3. the total number of validators in the system;
- 5.1.2.4. whether a validator is in the active validator set

5.1.3. The Company shall not be liable to return APY to the Nominator, if the Nominator misses such APY Return from the Nominator's acts or omissions, Supported Network maintenance, software bugs native to Supported Network, acts by a hacker or other malicious actor, Supported Network Protocol changes resulting in changes to APY Return, Force Majeure Events, or any other action outside the Company's control.

5.2. Transfer of APY Return. Any transfer of APY Return shall be subject to Supported Network Protocol.

5.2.1. Any transfer of APY Return shall be made by the Supported Network to the wallet or account from which the tokens were staked

5.2.2. The Company shall not accept, take control of, or custody any APY Return on behalf of the User.

5.2.3. The Company provides the Service herein to help secure the network and Supported Network directly transfers to Nominator APY Return.

5.3. DynaSet -

5.3.1. DynaSet(s). DynaSet(s) constitute(s) a set of Smart Contracts that, under normal and expected conditions and subject to various assumptions regarding the markets and behavior of market participants, execute swaps between Digital Assets in a Decentralized Exchange, there may be certain degree of human intervention, as further described below. The Nominator may "deposit" compatible Digital Tokens in the following DynaSet(s) :

5.3.1.1. "dynSING": The Singularity DynaSet is an index based on all, or part of, the SingularityNET spin-offs, paired with wETH.

dynSING manages a position in a way that does not require User active trading, aiming to benefit from market moves while minimizing the transactions costs.

5.3.1.2. “dynBTC”: The wrapped Bitcoin DynaSet manages a wBTC position in a way that does not require User active trading, aiming to benefit from market moves while minimizing the transactions costs.

5.3.1.3. “dynETH”: The wrapped Ethereum DynaSet manages a wETH position in a way that does not require User active trading, aiming to benefit from market moves while minimizing the transactions costs.

5.3.2. The Company may receive information from its AI team about the uptrends and downtrends of a specific Digital Token, and use it to, through the Dynamic Asset Manager, make decisions based on such information.

5.3.3. The Company may apply any strategy as deemed appropriate, in its sole discretion.

5.3.4. During the contribution phase, the tokens are deposited into the Forge Smart Contract. Company may convert any Digital Tokens deposited by the User into any other Digital Asset.

5.3.5. Withdrawal. When the Nominator successfully withdraws Digital Tokens from DynaSet (“DynaSet Digital Tokens”), additional fees may be incurred if the withdrawal occurs outside the applicable withdrawal windows. Upon such withdrawal, the Nominator will be able to:

5.3.5.1.1. Hold their DynaSet Digital Tokens;

5.3.5.1.2. Trade the DynaSet Digital Tokens on a secondary market within the Platform;

5.3.5.1.3. Burn their DynaSet Digital Tokens.

5.3.6. Fees. Fees for the use of DynaSet and/or the Platform will be incurred by the User. These fees are at the Company’s reasonable discretion.

6. Discontinuation or modification of the Services

6.1. The Company may, in its sole discretion and without liability to the User, at any time, for any reason, or no reason, with or without prior notice, modify or discontinue, permanently or temporarily, the Services or any portion thereof.

7. Warranty disclaimers

7.1. THE WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

7.2. WE MAKE NO GUARANTEE OF ANY KIND IN RELATION TO THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (BUT NOT LIMITED TO) THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.3. Without limiting in any way the generality of the warranty disclaimer in the preceding subsection, We do not guarantee and disclaim all responsibility and liability for:

7.3.1. The Website and Services being accurate, complete, current, reliable, uninterrupted, timely, secure, or error-free.

7.3.2. The Website and Services being secure and/or free from bugs and/or viruses, worms, trojan horses, time bombs, cancel bots, spiders, malware or other type of malicious code that may be used in any way to affect the functionality or operation of the Website or the Services.

7.4. The User is responsible for configuring their information technology, computer programs and platform, in order to access the Services. The User is advised to use their own virus protection software.

7.5. The content and materials available on the Website or Services are for informational purposes only, and is/are not intended to address the User’s particular

needs and requirements.

7.6. The content and materials available on the Website or within the Services:

7.6.1. does/do not constitute any form of advice or recommendation ;

7.6.2. shall not be regarded as an offer, solicitation, invitation or recommendation to buy or sell any financial services;

7.6.3. is not intended to be relied upon in making any specific investment, or taking any other decision(s).

7.7. The Company specifically disclaims all liability and obligations with respect to any third-party providers.

7.8. The Company makes no representations or warranties with regard to the potential market for the Service or the amount of net rewards that may be generated hereunder.

7.9. The Company has made no commitments or promises orally or in writing with respect to delivery of any future features or functions of the Services.

7.9.1. In relation to any future features or functions, all presentations, request for proposal response, and/or product roadmap documents, information or discussions, either prior to or following the entering into this Agreement, are for informational purposes only, and the Company shall have no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to in writing by both parties.

8. No Fiduciary Duties

8.1. The Agreement and/or the Services are not intended to, and do not, create or impose any fiduciary duties on Us.

8.2. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated

8.3. You agree that the only duties and obligations we owe you are those set out expressly in this Agreement.

9. Limitation of Liability

9.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY PHYSICAL PERSON ASSOCIATED WITH US BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH (I) THE SERVICES OR YOUR INABILITY TO USE OR ACCESS THE SERVICES; (II) MISUSE OF THE SERVICES, INCLUDED BUT NOT LIMITED TO UNAUTHORIZED USE OF THE SERVICES); (III) ANY USER CONDUCT ON THE SERVICES OR USE THEREOF; OR (IV) TERMINATION, SUSPENSION OR RESTRICTION OF ACCESS TO ANY THE SERVICES

10. Accuracy of Information

10.1. We use reasonable care to provide accurate information.

10.1.1. However, You acknowledge that any data and information presented on the Platform or Website may be wrong, inaccurate and/or may not reflect the current status.

10.1.2. All information is subject to change, with or without prior notice, and the Company does not in any way guarantee accuracy or completeness of the information provided on the Website.

10.2. The annualized staking yields and annual issuance rates presented on the Website are mostly based on current conditions of the network and will effectively diverge.

10.2.1. The calculator for staking rewards or dividends is simply an estimation of returns and should not be relied upon or considered a promise of return or accurate information.

10.2.2. Any output may effectively diverge.

10.2.3. Proof of Stake in general is mostly based on randomness to select wallets for block producing rights.

10.2.4. Therefore, the User shall not expect a calculation of accurate returns.

10.2.5. The User shall consider all data and information presented on the Website simply as an estimate.

10.3. It is the User's responsibility to ensure that any Services and/or information available through this Website meet their specific requirements.

10.4. The User acknowledges and accepts that for any inaccurate information or errors in this Website, We expressly exclude liability to the fullest extent permitted by applicable laws and regulations.

11. Access to the Website

11.1. Access to the Website is provided on an "as is" and "as available" basis only.

11.2. The Services on the Website are not tailored for any specific individual or entity.

11.3. We do not guarantee that the Website, or any content in it, will always be available and/or uninterrupted.

11.4. From time to time, access may be interrupted and/or suspended and/or restricted, including, but not limited to, because of a fault, an error, or unforeseen circumstances, or because a planned maintenance is carried out.

11.5. We reserve the right to, to the extent technically possible, limit the availability of the website or the Services to any person, geographic area or jurisdiction we deem necessary and/or fit, at any time and in our sole discretion.

11.6. If the User(s) breach any of the Agreement, We reserve the right to prohibit this User's access to the Website and take any legal action available to Us.

11.7. We shall not be held liable to the User(s) for any and all loss and/or damage they may suffer as a result of the Website being unavailable at any time and for any reason.

12. Use of the Website

- 12.1. The use of this Website is subject, without limitation, to the following terms;
 - 12.1.1. All content is for general use only.
 - 12.1.2. All content is subject to change without notice.
 - 12.1.3. The Website may use cookies to monitor browsing preferences.
- 12.2. To use the Website You shall be at least the higher of (i) 18 (*eighteen*) years old; and (ii) the age of majority in your jurisdiction (“Age of Maturity”).
- 12.3. If you have not reached the Age of Maturity, you are prohibited from using this Website.

13. Prohibited Use and Activities

- 13.1. You agree to access and use the Services only for its intended purpose, acknowledging the Terms set out herein.
- 13.2. You agree and accept that you will not attempt to:
 - 13.2.1. Make commercial use of the Services, the Website or any of its content, without our express and written permission;
 - 13.2.2. Attempt to hack, make unauthorised alterations to, gain unauthorised access to, or introduce any kind of malicious code to the Website or the Services by any means;
 - 13.2.3. Reverse engineer, disassemble, or decompile, whether in whole or in part, any software or Services available through the Website;
 - 13.2.3.1. You shall bear the risk of loss for, and assume all liability arising from, any unauthorised or fraudulent usage of the Services.
 - 13.2.4. Make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website, or any material or information contained in it;
 - 13.2.5. Use the Website or the Services for any purpose that is unlawful according to the current and applicable laws and regulations;
 - 13.2.6. Use the Website or the Services to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or any other information (also known as “phishing”);
 - 13.2.7. Use the Website or the Services in any manner that results in the

disruption of its operation;

13.2.8. Send or store malicious code in connection with the Services;

13.2.9. Use manual or automated tools to scan or probe the Services in order to determine vulnerabilities;

13.2.10. Disguise or interfere in any way with the IP address of the computer you are using to access the Website or the Services, or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using while accessing the Website;

13.2.11. Act in a way that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy or other proprietary or intellectual property rights under the applicable laws and regulations;

13.2.12. Act in a way that seeks to defraud the Company or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information, in order to unlawfully obtain the property of another;

13.2.13. Act in a way that violates any applicable law, rule or regulation, concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading.

13.3. This Website contains Material which may be either owned by, or licensed to us. This Material includes, but is not limited to, the Services, methodology, practices, design, layout, look, appearance and graphics.

13.4. If you attempt to act in any way that is contrary to the intended purposes of the Website, and/or if you attempt to do use the Website or the Services in a prohibited manner, as set out above, you acknowledge, accept and hereby agree that you will be held liable for any and all occurring consequences, which may include, but are not limited to, any financial or other losses of the Company.

13.5. The Company reserves the right, and may act in its sole discretion, to take any and all action it deems appropriate, including, without limitation, blocking access to geographic areas or suspending access to Services in order to prevent or terminate any fraud, abuse or illegal use of, or activities in connection with the Services or any other breach of this Section.

13.5.1. Any such action that the Company decides to take shall always be consistent with all applicable laws, rules and regulations.

14. No Investment Advice

14.1. Any data and/or information presented should not be considered investment advice and/or financial advice and/or trading advice, or any other sort of advice.

14.2. The Company does not recommend, nor endorses any investment decision, such as buying, selling, or holding a digital asset. The User(s) should not use any data and/or information presented on this Platform as the only reference for their investment decision(s). The User(s) shall make their due diligence and consult their financial or other advisory prior to investing in any digital asset.

14.3. By using the Services, the User(s) also acknowledge the risks inherently related to investing in digital assets, as specifically set out under Appendix A “Risk Notice” below.

14.4. Company shall not be held responsible for any investment decision of a User.

15. Indemnification

15.1. USER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND THE PHYSICAL PERSONS THAT MAY BE ASSOCIATED WITH IT FROM AND AGAINST ALL CLAIMS, SUITS AND ACTIONS BROUGHT AGAINST THE COMPANY BY A THIRD PARTY, AND ALL RESULTING LIABILITIES, DAMAGES, LOSSES, AND COSTS AWARDED BY A COURT OR INCLUDED AS PART OF A FINAL SETTLEMENT (IN ADDITION TO REASONABLE ATTORNEY’S FEES AND DISBURSEMENTS), ARISING FROM, OR RELATING TO ITS USE OF THE SERVICES IN A MANNER THAT BREACHES THE AGREEMENT, OR VIOLATES ANY APPLICABLE LAW(S) AND/OR REGULATION(S).

16. Termination

16.1. These Terms shall remain in effect when the User refrains from using the Website.

16.2. Upon termination of the Agreement or the Company’s decision, with or without cause, all licenses to access and use the Services will terminate, and User

shall immediately thereafter discontinue all such access and use.

16.3. Any obligations and/or duties that, by their nature, extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

16.3.1. Such obligations and/or duties may include, but are not limited to, the following:

- 16.3.1.1. Accrued rights to payment;
- 16.3.1.2. Confidentiality obligations;
- 16.3.1.3. Limitations of liability.
- 16.3.1.4. Disclaimers, indemnities, and exclusions

16.4. The Agreement shall continue to apply during any suspension or any period during which the Website is not available for use for any reason.

17. Proprietary Rights

17.1. The Company owns all intellectual property and other rights in the Website and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents and designs.

17.2. All rights, title, and interest in and to the Website, including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, shall remain in the Company's sole and exclusive property.

17.3. Unless expressly authorised by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Website or any of its contents.

17.4. Use of the Website or its contents for any purpose not expressly permitted by this Agreement is strictly prohibited.

18. Refund Policy

18.1. The User is not entitled to a refund, unless otherwise stipulated in these Terms.

18.2. The User shall not initiate any legal or other proceedings to claim a refund.

19. Data Protection & Compliance

19.1. The Company complies with all applicable data protection laws, including, when applicable, the General Data Protection Regulation (EU) 2016/679 (*hereinafter referred to as “Privacy Rules”*).

19.2. Usage. We use Your personal information, such as your name, language, currency, operating system, country information, for the following purposes:

19.2.1. To provide you information that will allow you to use our Services;

19.2.2. To notify you of any software upgrades, updates or other Services;

19.2.3. To provide you a better experience with our Services.

19.3. Consent. When you provide your personal information, you consent that this information can and will be used for the above purposes, and as the Company deems fit, always in accordance with the relevant Privacy Rules.

19.4. Access to your Information. You are entitled to review the personal information you have provided us and ensure that it is accurate and current at all times. To review and/or update this information, please contact us at Support@singularitydao.ai.

19.5. Retention of Information. We retain information as long as it is necessary to provide the services requested by you and others, subject to any legal obligations to further retain such information.

19.6. Disclosure of Information. Your information is not shared outside the Company without your permission, unless for the intended purposes of the Website and whereby required for the efficient use of our Services.

19.6.1. We retain the right to disclose your personal information, without notice, only if required to do so by any relevant law and/or regulation, or in the good faith belief that such action is necessary to:

19.6.1.1. conform the edicts of the law, or comply with legal process served on the Website;

19.6.1.2. protect and defend the rights or property of the Company and its family of websites and properties;

19.6.1.3. act in urgent circumstances to protect the personal safety of the Website's Users.

19.7. Information associated with your account will generally be kept until it is no longer necessary to provide the services, or until you ask us to delete such information, or your account is deleted.

19.8. We retain the right to retain any relevant and/or required information from deleted accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, assist with investigations, enforce the Terms, and take any other actions permitted by law.

20. Complaints & Disputes

20.1. Should any complaint, dispute, disagreement or claim (*hereinafter referred to as the "Dispute"*) arise between the Company and the User, concerning the Company, the Services or any of the Terms set herein, the Parties shall try to resolve the dispute by negotiation.

20.1.1. Negotiation includes one party inviting the other, in writing, to attempt to resolve the dispute within 30 (*thirty*) days from the date of the written invitation.

20.1.1.1. The meeting may be conducted in person or through any means of communication.

20.1.1.2. If the receiving Party is unable for reasonable reasons, they must contact and inform the other Party as soon as possible, and attempt to arrange a date in the reasonable future.

20.2. In the event the negotiation does not resolve the matter, both Parties further agree to that the Dispute will be resolved through binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration shall be St. Lucia and the language of the arbitration shall be English.

20.2.1. The Parties shall agree on an Arbitrator with experience adjudicating matters involving Internet technology, software applications, financial transactions and, ideally, blockchain technology. However, You agree that in

the absence of an agreement between the Parties on and independent Arbitrator within thirty (30) days of both Parties discussing the Arbitrator selection, the Company shall be entitled to select, in the Company's sole and reasonable discretion, an Arbitrator.

20.2.2. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" subsection of these Terms as to the types and amounts of damages for which a Party may be held liable.

20.2.3. The prevailing party will be entitled to an award of their reasonable attorney's fees and costs.

20.2.4. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

20.2.5. findings of the Arbitrator shall be full, final and legally binding upon the Parties.

20.3. YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

21. Confidentiality

21.1. User may be exposed to Company's Confidential Information, in the course of using the Services.

21.1.1. Confidential Information for the purposes of these Terms and Conditions, shall amount to any and all information sent to the User in confidence. This includes, but is not limited to:

- 21.1.1.1. sensitive information;
- 21.1.1.2. wallet details;
- 21.1.1.3. bank details;
- 21.1.1.4. addresses;
- 21.1.1.5. any other information which a reasonable person would consider confidential.

21.1.2. User agrees not to use or disclose any Confidential Information during, or after the term, without the prior written consent of the Company, except as set forth herein, or as required by applicable law(s) and regulation(s).

21.2. The User shall not, at any time, use, divulge, or communicate to any person, except as may be required by law or any legal or regulatory authority, any Confidential Information concerning the Services, the Terms herein, or the business or affairs of the Company, which may have, or may in future, come to the User's knowledge.

21.3. The User undertakes to make all reasonable efforts to prevent the publication or disclosure of any Confidential Information concerning or connected to such matters.

21.4. This Section shall survive termination of this Agreement.

22. Taxes

22.1. User shall be responsible for payment of all taxes, fees, sub-charges, however designated, imposed on, or based upon, the use of the Services.

22.2. Neither the Company, nor any of the physical persons associated with it provide any advice or guidance with respect to the tax obligations of the User. The User shall seek advice from their own tax advisor for the purposes of the potential tax consequences of using the Services.

23. Force Majeure

23.1. The Company shall be excused from any delay or failure in performance of the Agreement to the extent such delay or failure is caused by wildfire, flood, explosion, war, embargo, governmental requirement, civil or military authority, Act of God, or any other causes beyond its reasonable control.

23.1.1. Any such delay or failure of the Company to perform its duties and obligations under this Agreement, shall suspend the Company's duties and obligations to perform under the Agreement, until the cause for the delay or failure ceases to exist and/or ceases to affect the Company's ability to perform such duties and obligations.

24. Severability

24.1. If any provision of the Agreement shall be held to be invalid or unenforceable, the invalidity or unenforceability shall not invalidate this Agreement or render this Agreement unenforceable, but rather this Agreement shall be deemed modified to the least extent necessary to make it enforceable, and all other provisions of the Agreement will remain unaffected.

25. Changes to the Agreement

25.1. The Company may revise the Agreement, or part thereof, from time to time.

25.2. The Company shall not be obliged to notify the User(s) for any changes of the Agreement.

25.3. The User(s) agree to review the Agreement from time to time.

25.4. By continuing to use or access the Services after such changes come into effect, the User(s) agree to be bound by the revised Agreement.

26. Entire Agreement

26.1. This Agreement constitutes the entire agreement between the Parties, with respect to its subject matter, and supersedes all other express or implied agreements, proposals, negotiations, representations, or communications relating to the subject matter.

26.2. Both Parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement.

27. Notices

27.1. Except as otherwise provided in this Agreement, all notices under this Agreement shall be in writing and be sent via email to the following address: support@singularitynet.io

28. Governing Law & Compliance

28.1. The Agreement shall be interpreted, construed and enforced in accordance with the internal laws of St. Lucia without regard to its conflict of laws and principles.

28.2. Compliance with Law. User shall comply with all laws and regulations applicable to it, and will only use the Services and agree to the Agreement insofar as the activity is in compliance with all applicable Laws.

28.2.1. If during the Agreement any Law becomes effective that substantially and materially alters the ability or cost of the Company to perform its obligations under the Agreement in whole or in part, the party that would bear the altered cost due to the change in the Law may terminate this Agreement and discontinue the Services, without liability to the User.

APPENDIX A

“Risk Notice”

1. The Users use of the Website and Service, or any part thereof, is at their sole risk and the Company assumes no responsibility for any underlying APY Return, transaction, transfer, or otherwise as to engulf the full scope of the Services.
2. Legislative and regulatory changes or actions within any jurisdiction or on international level may adversely affect the use, transfer, exchange, and value of Digital Currencies.
3. Digital Assets ownership is often determined by a decentralized public ledger that associates an amount of Digital Currencies with a unique address defined by a public cryptographic key. A private cryptographic key is required to transfer Digital Currency from one address to another. Anyone with access to the private key associated with the address can transfer the associated Digital Currency.
4. The nature of Digital Assets may lead to an increased risk of fraud or cyberattack.
5. Losses due to fraudulent or accidental transactions may not be recoverable. If you have a dispute with sellers or buyers, you agree to deal directly with them and hold the Company blameless in all disputes.
6. The nature of Digital Assets means that any technological difficulties experienced by the Company may prevent the access or use of a User’s Digital Currency.
7. Interacting with the Platform and Digital Assets involve significant risks. You must consider carefully all applicable risks, and determine whether they are acceptable to

you prior to engaging with the Services, without limitation, these risks include the following:

- i) Partial or total loss of Digital Assets;
- ii) Changes in the compatibility of a Digital Asset;
- iii) Various forms of misconduct, including; market manipulation; trading Digital Assets on the basis of non-public information and front running;
- iv) Failure of virtual assets transactions to be confirmed in a timely manner, or at all;
- v) Counterparty risk;
- vi) Faults, defects, hacks, exploits, errors or unforeseen circumstances occurring in respect of the Protocol or Platform or the technologies on which the Protocol or Platform depends;
- vii) Loss of private keys;
- viii) Failure or non-availability on which the Company depends, including the Internet, and technological advancement rendering certain technologies obsolete,
- ix) Attacks on the Company or technologies on which the Company depends, including: distributed denial of service, sybil attacks, phishing, social engineering, hacking, smurfing, malware, double spending, majority-mining, consensus-based, other mining attacks, misinformation campaigns, forks and spoofing.

8. Using the internet has its own inherent risks.

9. You hereby accept that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20).

10. You further accept that you understand that the markets for these digital assets are highly volatile due to factors including (but not limited to):

- i) Adoption
- ii) Speculation

- iii) Technology
- iv) Security
- v) Regulation

11. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time.

12. You further acknowledge the risk that Your Digital Assets may lose some or all of their value while they are supplied to the Protocol or Platform. If you borrow digital assets from the Protocol, you will have to supply digital assets of your own as collateral. If your collateral declines in value such that it is no longer sufficient to secure the amount that you borrowed, others may interact with the Protocol to seize your collateral in a liquidation event.

13. You further acknowledge that We are not responsible for any of these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses that you experience while accessing or using the Company's Website.

14. You also acknowledge that We provide references and links to selected blogs and sources of market information as an educational service to its community members and does not, by any means, endorse the opinions or recommendations of such blogs or other sources of information. Thus, the Users are advised to carefully review all claims, representations, opinions and analysis made by advisors, bloggers, traders, money managers and system vendors before investing any funds in cryptocurrencies and not rely upon them for decisions, Users shall instead do their own research and act based upon it.

1.1. Depositing Digital Assets in the Services, including but not limited to Staking Services and DynaSet(s) is speculative action and involves a high degree of risk and a low level of diversification. You could lose all or a substantial portion of Your Digital Assets. You must have the financial ability, sophistication/experience and willingness to bear these risks.

1.2. The Digital Assets deposited in the Services, including but not limited to Staking

Services and DynaSet(s) should be discretionary capital set aside strictly for speculative purposes.

- 1.3. The DynaSet Asset Manager (“DAM”) may have certain discretionary authority over the Digital Assets in the DynaSet Smart Contracts.
- 1.4. It is hereby acknowledged that the management fees of the DAM and/or the Company may be substantial regardless of whether the DynaSet has a positive return, and will offset any DynaSet profits.
- 1.5. A DynaSet is a set of Smart Contracts and is not required by regulators to provide periodic pricing or valuation information to investors.
- 1.6. A DynaSet may, at any moment and without prior notice, be monitored and adjusted through the use of human intervention, algorithmic models, machine learning models and artificial intelligence infrastructures. Neither the Company, nor any DAM shall be liable for any decisions executed in good faith.

APPENDIX B

Beta DynaSet(s)

2. Participation in the SingularityDAO Beta DynaSet(s)

- 2.1. The purpose of the Company beta DynaSet(s) (the “Beta DynaSet(s)”) is to make alpha, beta, seed, and other pre-release products, services and software, and related documentation, materials, and information (collectively, the “Pre-Release Products”), available to Beta DynaSet(s) participants from time to time for the purpose of providing Company with feedback on the quality and usability of the Pre-Release Products. The Agreement is fully applicable to Beta DynaSet(s). Beta DynaSet(s) will be identified as such on the Website.
- 2.2. You understand and agree that participation in the Beta DynaSet(s) is voluntary and does not create a legal partnership, agency or employment relationship between you and the Company.
- 2.3. You understand that your participation in the Beta DynaSet(s) does not obligate the Company to provide you with a Pre-Release Product.
- 2.4. the Company reserves the right to modify the terms, conditions, and policies of the Beta DynaSet(s) from time to time, and to revoke your participation in the Beta DynaSet(s) at any time.
- 2.5. The Risk Notice in Appendix A shall be fully applicable to Beta DynaSet(s).

[END]