

## WORLDCOIN USER TERMS AND CONDITIONS

Welcome to Worldcoin. These Terms between you and Tools for Humanity Corporation, a Delaware corporation ("Worldcoin", "we" or "us") govern your use of and access to Worldcoin's websites and applications ("Worldcoin App"), and all of the associated functionality, content, and services we provide to you (collectively, the "Services").

Please read these Terms carefully before using or accessing the Services. By accessing or using any of the Services we provide, you expressly agree to be bound by these Terms and by our [Privacy Statement](#), which is incorporated as a part of these Terms.

Please note two especially important parts of these Terms:

**You agree to resolve any disputes between you and Worldcoin through binding arbitration rather than in court. Please review Section 15 below for details.**

**Nothing in the Services constitutes an offer to sell, or the solicitation of an offer to buy, any securities. The Services do not constitute investment advice. Holding, buying, or selling Worldcoin tokens ("WLD") or any other Digital Tokens (as defined in Section 2.1 below) may not be permitted where you live, and it is your responsibility to comply with all applicable law. Please consider whether buying, selling, using, or holding Digital Tokens, including WLD, is suitable for you in light of your financial circumstances and your understanding of Digital Tokens. The value of WLD and other Digital Tokens may change quickly and may lose all of their value. We do not guarantee that we will launch the Worldcoin network, that the Worldcoin network will operate as planned, or that WLD will have value.**

### 1. Scope of the Terms

**1.1 Privacy and Your Data.** When accessing the Worldcoin App, you may provide us with categories of personal information, such as your name or telephone number. If you provide information to establish your proof of personhood and to claim your WLD tokens, then you may provide special categories of sensitive personal data, such as your biometric information. Our [Privacy Statement](#) and [Sensitive Biometric Data Consent Form](#) describe the data we collect from you and how we use it. Please do not use the Services if you do not want us to collect or use your data in the manner described in the [Privacy Statement](#) or [Sensitive Biometric Data Consent Form](#).

**1.2 Eligibility.** In order to use the Services, you must comply with these Terms and all applicable laws. You cannot use the Services to conduct, promote, or help others to carry out any illegal activity.

In addition, **you must meet all of the following** criteria::

- You are 18 years of age or older; and
- You are **not** located in, under the control of, a national, or resident of: Syria, the Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine, North Korea, Iran, Cuba, or any other country or region with whom the United States, the European Union, or any other country or jurisdiction has restricted trade in goods or services;
- You are not a "Specially Designated National" as declared by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC") or the sanctions lists of any other country, and your name is not on the U.S. Department of Commerce's Denied Persons List or the banned persons lists of any other country.

If you do not meet all of these requirements, you are not allowed to access or use the Services.

**1.3 Availability.** Webpages describing the Services are accessible worldwide, but this does not mean all Services or service features are legal or available in your country. Access to certain Services (or certain Service features) in certain countries may be blocked by us or foreign governments. Access to the Orb and our Orb Operators will not be available in Texas, Illinois, Washington, Portland, OR, and Baltimore, MD. You may not use VPN or similar tools for the purpose of circumventing any restrictions. **It is your responsibility to make sure that your use of the Services is legal where you use**

**them.** Services are not available in all languages.

**1.4 Updates.** We may make changes to these Terms from time to time. If we do this, we will make the updated terms available on the Services. You understand and agree that your continued use of the Services after we have made any such changes constitutes your acceptance of the updated Terms. You can stop using the Services at any time if you do not agree to these Terms. Because the Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

**1.5 Additional Terms.** Additional terms and conditions may apply to specific applications, content, features, or portions of the Services, and all such additional terms and conditions we provide to you will form part of these Terms.

## **2. Services**

### **2.1 Non-Custodial**

The Worldcoin App includes an unhosted and non-custodial wallet for holding supported cryptocurrencies, non-fungible tokens (NFTs), digital currencies, or digital assets (including WLD and collectively, "Digital Tokens"). You control the Digital Tokens held in the wallet. With the Worldcoin App, the private keys (which represent the password to access the cryptocurrency) are stored directly on your device. At any time, subject to having internet access and the congestion on the blockchain, you may withdraw your Digital Tokens by sending it to a different blockchain address. When holding your Digital Tokens in the wallet, Worldcoin does not maintain control over your wallet, Digital Tokens, or private keys. Users are responsible for the risk of loss of their private keys and neither Worldcoin nor the Worldcoin App are able to recover such keys.

As the Worldcoin App is a non-custodial wallet, you will be given a wallet address which specifies where your Digital Tokens are held on the corresponding blockchain. Your wallet address can be accessed by other non-custodial wallet solutions.

### **2.2 Supported Digital Tokens**

The Worldcoin App supports ERC-20 tokens. We may add support for additional Digital Tokens in the future. You can see which Digital Assets are supported by us within the Worldcoin App.

You understand that sending non-supported Digital Tokens to your Worldcoin App wallet address may mean you will entirely lose access to those Digital Tokens. We have no way of recovering Digital Tokens sent to the wrong wallet address. Please be sure you are sending the correct Digital Tokens to the correct wallet address at all times, and always test a transaction with a small amount of Digital Tokens.

### **2.3 Offerings and Access**

When you interact with your Digital Tokens - such as sending them to another blockchain address or connecting to a distributed application - using the Services, you will be required to approve or "sign" the interaction via the devices you have identified during the onboarding process. We fully rely upon your approvals from these devices to facilitate the transmission of these signatures to the relevant blockchain and have no duty to inquire into or investigate the validity or accuracy of any transfer or interaction initiated by you.

### **2.4 Information about Third Parties**

By using the Services you may have access to information pertaining to your Digital Tokens, such as, but not limited to, their current market value. The presentation of this information does not imply any association with or endorsement of third parties, even if certain functionalities provided in connection with the Services require the use of such third-party products. The content of such third-party services and products as stated via the Services is based on information made publicly available or by such third parties to us, and we therefore make no representations or warranties on the accuracy of such third-party service or product related information.

### **2.5 Third-Party Payment Services**

The Services may provide you with links to third-party processors to process any fiat purchases of Digital Tokens. When you purchase Digital Tokens with fiat currencies through these links, you are purchasing Digital Tokens directly from the third-party provider. Your purchase must follow the relevant instructions provided through the services and terms and conditions of the third-party provider. We do not take control of or transmit your funds or Digital Assets at any time while providing the Services or when you access third-party services.

## **2.6 Peer-to-Peer Transactions**

The Services enable you to send supported Digital Tokens to, and request, receive, and store supported Digital Tokens from, third parties by giving instructions through the Services. Your transfer of supported Digital Tokens between your other blockchain wallets and to and from third parties is a transfer. When you or a third party sends Digital Tokens to your wallet address, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner's fees in order for the transaction to be successful. Insufficient network fees may cause a transfer to remain in a pending state and may result in delays or loss incurred as a result of an error in the initiation of the transaction. We have no obligation to assist in the remediation of such transactions. When you send any Digital Token from your wallet to another blockchain wallet, such transfers are executed on chain by you and not under our control. You should verify all transaction information prior to submitting them. We bear no liability or responsibility in the event you enter an incorrect blockchain destination address. Digital Token transfers cannot be reversed once they have been broadcast to the relevant blockchain network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. We do not control the network and make no guarantees that a transfer will be confirmed by the network.

## **2.7 Decentralized Applications**

We may have functionality enabling you to connect your wallet to various decentralized applications. You are solely responsible for ensuring the safety and security of these third-party applications. We have no control over third-party applications and cannot provide support for any problems you may encounter when connecting with third-party applications.

## **2.8 Customer Support**

We provide customer support for assistance with certain features and functions in connection with the Services. To get in touch, select "Support" from the in-app menu.

## **3. Purchases, Fees, and Taxes**

**3.1 Transaction Fees.** By using the Services, you agree to pay all applicable fees, including transaction fees for Digital Token swaps and transactions. We will let you know of any applicable fee before you make a transaction. If you use a third party payment service, bank fees, credit card and debit card fees charged for any Digital Token purchases may be netted out of the settled amount of your Digital Token purchases. You are also responsible for paying any additional fees charged by your financial service provider.

**3.2 Network Fee.** Interactions with the blockchain also incur a network fee. The network fee is charged by and paid to the blockchain network, not to us, for facilitating any interactions.

**3.3 Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via the Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities.

**3.4 Updates.** All fees are displayed and current as reflected in the Services and may be updated and changed from time to time.

## **4. Risk Factors**

**4.1 Not Legal Tender.** Digital Tokens are not legal tender, are not backed by any government, and Digital Token accounts and value balances on the Services are not subject to Federal Deposit Insurance Corporation, Securities Investor Protection Corporation protections, or similar protections found in other countries. We are not a bank and do not offer

fiduciary services. As a software provider, we are not regulated by any federal or state regulatory agency and are not subject to the examination or reporting requirements of any such agencies. We make no guarantee as to the functionality of the blockchains we support, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of Digital Tokens, or lead to your inability to complete a transaction using the Services. The transaction details you submit via the Services may not be completed, or may be substantially delayed on the applicable blockchain, and we take no responsibility for the failure of a transaction to be confirmed or processed as expected. There are no warranties or guarantees that a transfer initiated via the Services will successfully transfer title or right in any Digital Token .

**4.2 New Technology.** The Services are new. While this software has been extensively tested, the software used for the Services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still under development and may undergo significant changes over time that may not meet users' expectations.

**4.3 Information Security Risk.** Digital Tokens and use of the Services may be subject to expropriation or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Services 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 blockchain networks we support, such as the Ethereum protocol, rest on open source software, the software underlying the Services may contain intentional or unintentional bugs or weaknesses which may negatively affect the Services or result in the loss of user's Digital Tokens or the loss of user's ability to access or control her wallet. In the event of such a software bug or weakness, there may be no remedy and users are not guaranteed any remedy, refund or compensation.

**4.4 Accuracy.** Although we intend to provide accurate and timely information provided through the Services (including, without limitation, the content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information provided through the Services are your sole responsibility and we shall have no liability for such decisions.

**4.5 Availability.** Although we strive to provide you with excellent service, we do not guarantee that the Services will be available without interruption. The Services may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Services or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Services. We are not responsible for any loss or damage, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Service, any Content posted on or through the Service or transmitted to users, or any interactions between users of the Services, whether online or offline.

**4.6 Forks.** The software used to create WLD is open-source and free for anyone to copy and use. This means that anyone can create a modified version of WLD, otherwise known as a "Fork." In the event of a Fork or any other disruption of a Digital Tokens network, we may not be able to support any activity related to the Fork. Transactions may not be completed, completed partially, incorrectly completed, or substantially delayed when a Fork occurs. We are not responsible for any losses you incur which are caused in whole or in part by a Fork or other network disruption.

## **5. Intellectual Property.**

**5.1 Ownership.** Our software, the application, the Services, the Content, the Worldcoin Marks (as defined below) and the design, selection, and arrangement of the Content in the Services (the "Worldcoin IP") are protected by copyright, trademark, patent, and other intellectual property rights and laws of the United States and other applicable countries. You

agree to abide by all applicable intellectual property rights and laws, as well as any trademark or copyright notices or restrictions contained in the Agreement or the Services. You may not remove any copyright, trademark, or proprietary notices contained in the Worldcoin IP.

**5.2 Trademarks.** The Tools for Humanity Corporation name, the Worldcoin name and design, the “Seven Hands” logo and all related logos, and slogans are trademarks or service marks of the Tools for Humanity Corporation (“Worldcoin Marks”). You may not copy, imitate, or use the Worldcoin Marks, in whole or in part, without our written permission. All other trademarks, names, or logos mentioned in connection with the Services are the property of their respective owners and you may not copy, imitate, or use them, in whole or in part, without the written permission of the applicable trademark owner. The inclusion of any marks of others in the Services does not constitute an approval, endorsement, or recommendation by us.

## 6. License and Restrictions

**6.1 License.** Provided that you are eligible to use the Services and subject to your compliance with these Terms, we hereby grant you a limited license to access and use the Services.

**6.2 License Restrictions.** You may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms are construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

**6.3 Government.** If you are a U.S. Government end user, we are licensing the Services to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Services are the same as the rights we grant to all others under these Terms.

## 7. Acceptable Use

7.1 You may use the Services only for your own personal use. We reserve the right at all times and in our sole discretion to review, cancel or suspend your access to or use of the Services. The items on the Prohibited Uses list are only examples and the list is not exhaustive; we may add or remove prohibited uses at our sole discretion.

7.2 Prohibited Uses include:

- **Illegal Activity:** Any activity that would violate, or assist in the violation of, any sanctions programs administered by OFAC; violate, or assist in the violation of, any laws in the countries where Worldcoin conducts business; involve proceeds of any illegal activity; or publish, distribute, or disseminate any illegal material or information.
- **Excessive Use or Hacking:** Any activity that imposes an unreasonable or disproportionately large load on our infrastructure; detrimentally interferes with, intercepts, or expropriates any system, data, or information; transmits or uploads any material to the Services that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; or attempts to gain unauthorized access to the computer systems or networks connected to the Services.
- **Abuse of Others:** Any activity that interferes with another person’s access to or use of the Services; defames, abuses, extorts, harasses, stalks, threatens, or otherwise violates or infringes upon another person’s privacy, intellectual property, or any other legal rights; incites, threatens, facilitates, promotes, or encourages hatred, racial intolerance, or violent acts against others; or harvests, scrapes, or collects another user’s data from the Services without permission.
- **Fraud and Other Unfair Business Practices:** Any activity that operates to defraud Worldcoin, Worldcoin

users, or any other person; provides any false, inaccurate, or misleading information to Worldcoin; promises unreasonably high rewards or sells a service without added benefit to the buyer; or furthers other predatory and deceptive practices including unlawful lotteries, raffles, bidding fee auctions, contests, sweepstakes, gambling, or any other game of chance.

- **Intellectual Property Infringement:** Any activity that involves the sale, distribution, or provision of access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; uses Worldcoin intellectual property, name, or logo, including use of the Worldcoin trade or service marks, without express consent or in a manner that otherwise harms Worldcoin or the Worldcoin brand; implies an untrue endorsement by or affiliation with Worldcoin; or infringes or violates any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law.

## 8. Orb Operators

We partner with local independent contractors called “Orb Operators,” who facilitate user signups and help answer questions you may have about Worldcoin. These Orb Operators have received training and are knowledgeable about Worldcoin. However, we have no control over and disclaim all liability for what they say or how they conduct themselves. **Orb Operators are not agents or employees of Worldcoin in any way. Any effort, feature, process, policy, standard, or other efforts undertaken by Worldcoin in the interest of its users do not indicate an employment or agency relationship with an Orb Operator.**

## 9. Suspension

We may suspend and restrict your access to the Services: (i) We are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) We reasonably suspect you of using the Service in connection with a Prohibited Use; (iii) Use of your using the Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; (iv) Our service partners are unable to support your use; (v) You take any action that we deem as circumventing our controls.

## 10. Not an Offering of Securities or Commodity Interest

The content of the Services does not constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments; the content or the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

## 11. Content

**11.1 Reliance on Content; Changes to the Services.** The information and material we provide to you through the Services (“Content”) are solely for general information purposes, and we do not guarantee its accuracy, usefulness, or completeness. Any reliance you place on our Content is strictly at your own risk. We have no liability or responsibility for any actions you take or do not take because of the Content, or for anyone with whom you share the Content. Other users’ statements describing their use of our Services found on the Services or anywhere else should not be viewed as our endorsement of their statements if the statements are inconsistent with these Terms or our Content. We may update the Content from time to time, but such Content may not be complete or up-to-date, and we are under no obligation to you to update the Content or any other part of the Services. We may modify or discontinue, temporarily or permanently, any part or all of the Content or Services without prior notice to you. We will not be liable for any modification, suspension, or discontinuance of part or all of the Content or the Services.

**11.2 Third-Party Services and Content.** We may provide links to educational materials, webinars, meet-ups, and promotions on social media platforms (“Third-Party Services”) that enable sharing and collaboration among Worldcoin users and other third parties. If you share any personal information, pictures, opinions, content, or any other data on those services, you do so at your own risk, and your use of those services is subject to the terms of use and privacy policies of

those services, and not ours. You should review the terms of services of each Third-Party Service to better understand your rights, and the manner in which those platforms use your data. We are not responsible for any loss, theft, compromise, or misuse of your data whatsoever in connection with any Third-Party Service (including negligence) except to the extent such liability cannot be limited under applicable laws. Your use of any information provided by a Third-Party Service ("Third-Party Content") is at your own risk, and we make no promises to you that any Third-Party Content is accurate, complete, authentic, or appropriate for your personal circumstances. Third-Party Content includes information provided by other Worldcoin users not specifically endorsed by us.

**11.3 User Content.** As a member of the Worldcoin community, you may post messages, data, software, images, videos, or other content ("User Content") on message boards, blogs, social media accounts owned by Worldcoin, as well as various other publicly available locations on the Services. These forums may be hosted by us or a Third-Party Service Provider on our behalf. You are responsible for all User Content you submit, upload, post, or store through the Services. You must provide all required and appropriate warnings, information, and disclosures regarding your User Content. We are not responsible for any User Content you submit through the Services.

**11.4 User Content License.** By submitting User Content to us, you represent that you have all necessary rights to the User Content and you thereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works from, modify, display, and perform all or any portion of the User Content in connection with Worldcoin marketing and promotions, and for any other legitimate business purpose related to the Services. We may redistribute part or all of and derivative works from your User Content in any media formats and through any media channels we choose. You also hereby grant Worldcoin and other users a non-exclusive license to use, access, reproduce, distribute, modify, and display, and perform your User Content through the Services.

**11.5 User Content Restrictions.** You agree not to use, nor permit any third party to use, the Services to post or transmit any User Content that: (a) is libelous or defamatory, or discloses private or personal matters concerning any person; (b) is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law, or is otherwise inappropriate; (c) would violate the intellectual property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, or trademarks or service marks used in an infringing fashion; or (d) unreasonably interferes with another Worldcoin user's use of the Services. You represent to us that you are posting User Content to the Services voluntarily; accordingly, posting User Content does not create an employer-employee relationship between you and us. You may not copy or use email addresses, mobile phone numbers, balances, usernames, or any other personal information about other Worldcoin users without their permission. Unsolicited emails, mailings, telephone calls, or other communications to other Worldcoin users through the Services or in any other channel are prohibited.

**11.6 Complaints and DMCA Takedowns.** If you believe that your trademark or copyrighted work is being infringed by our Content or User Content on the Services or is otherwise being published in a way suggesting some endorsement of or affiliation with Worldcoin, please send an email to us at [hello@worldcoin.org](mailto:hello@worldcoin.org) with the subject line "[Trademark/Copyright] Complaint," whichever the case may be. For your complaint to be effective and in order for us to take action under the Digital Millennium Copyright Act ("DMCA"), you must follow all DMCA requirements by including the following information in your email:

- Clear identification of the copyrighted work or mark claimed to be infringed, including the Copyright Registration number if the work is registered;
- Identification of the work or mark that is claimed to be infringing and that you want removed;
- The URL or other clear direction to enable us to locate the alleged infringing content;
- Your email address, mailing address, and telephone number; and
- A signed statement that you have a good faith belief that the content is infringing, that the information you are providing is correct, and that you are the owner or authorized to represent the owner of the content.

You should also be aware that under Section 512(f) of the DMCA, any person who knowingly sends meritless notices of infringement may be liable for damages, so please do not make any false claims. We may share any information or correspondence you provide us with third parties, including the person who uploaded the allegedly infringing material to the Service.

When we receive a *bona fide* infringement notice, our policy is to: (a) immediately remove or disable access to the infringing content; (b) notify the person who uploaded the infringing material that we have removed or disabled access to the material; and (c) for repeat offenders, terminate the person's access to the Services. If we receive a counter-notice from such a person, we may send a copy of the counter-notice to you explaining that we may restore the removed material or cease disabling it in 10 business days. Unless you file an action seeking a court order against us or against the person who uploaded the content, we will restore access to the removed material in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

## **12. DISCLAIMER OF WARRANTIES**

**12.1 Your use of the Services is at your own risk. The Services, WLD, the content and all other Worldcoin IP are provided on an "AS-IS" and "AS AVAILABLE" basis without any representation or warranty, whether express, implied, or statutory. To the maximum extent permitted by applicable law, Worldcoin specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, or non-infringement as to the features, content, or other Worldcoin IP contained in the Services. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties, including other Worldcoin users concerning the Services.**

**12.2 Worldcoin does not make any representations or warranties that (a) access to all or part of the Services will be continuous, uninterrupted, timely, secure, or error-free; (b) that the Services or content are accurate, complete, reliable, or current; (c) that the Services are free of viruses or other harmful components; or (d) that the Services or the content will meet your requirements, needs, or expectations.**

**12.3 Additionally, Worldcoin does not make any representations or warranties with respect to the legality of the Services or WLD for any use case, or that the Services or WLD will meet any regulatory or compliance needs. You are solely responsible for determining and complying with all legal and regulatory restrictions and requirements that may govern your use of the Services or WLD. Except for the express statements set forth in these Terms, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your access to and use of the Services or WLD.**

**12.4 Worldcoin is not acting and cannot act as your advisor with respect to any financial, legal, investment, or tax matters. Any content provided by Worldcoin is for general information only, and you are solely responsible for determining whether or not to use the Services. You acknowledge that trading, using, and holding Digital Tokens is inherently risky. You may lose all of the funds in your wallet. You acknowledge that the Service may be subject to export restrictions and economic sanctions imposed by U.S. law.**

**12.5 Worldcoin is not liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services.**

## **13. LIMITATION OF LIABILITY**

**13.1 We don't exclude or limit our liability to you where it would be illegal to do so. In countries where the below types of exclusions aren't allowed, we're responsible to you only for losses and damages that are a reasonably foreseeable result of our failure to use reasonable care and skill or our breach of our contract with you. This paragraph doesn't affect consumer rights that can't be waived or limited by any contract or agreement.**

**13.2 To the extent permitted by law, you agree that under no circumstances will we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries (the "Worldcoin Parties") be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use,**



data, or other intangible property, whether such liability is asserted on the basis of tort or otherwise, and whether or not the Worldcoin Parties have been advised of the possibility of such damages arising out of or in connection with: (a) your use or inability to use the Services, your Digital Tokens, or the Worldcoin network; (b) inaccessibility or termination of the Services; (c) any hacking, tampering, unauthorized access to or alteration of any transaction or your Data; (d) any transaction or agreement entered into by you with any third party through the Services; (e) any activities or communications of third parties; (f) the actions of Orb Operators, (g) any loss of the value of any Digital Tokens; (h) any Third-Party Content accessed on or through the Services; (i) errors, mistakes, or inaccuracies in our Content; (j) personal injury or property damage of any nature whatsoever resulting from any access to or use of the Services; (k) viruses, trojan horses, or the like that may be transmitted to or through the Services; or (l) the defamatory, offensive, or illegal conduct of any third party. This limitation of liability will apply whether the damages arise from use or misuse of, or reliance on Worldcoin or the Services, notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by applicable laws.

**13.3 Under no circumstances will the Worldcoin Parties be liable to you for any direct claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding \$100.00. If you are dissatisfied with the Services, you agree that your sole and exclusive remedy will be for you to discontinue your use of the Services. This limitation of liability will apply to the fullest extent permitted by applicable laws.**

**13.4 Release and Indemnification.** You agree to defend, indemnify, and hold harmless the Worldcoin Parties from and against any claims, damages, costs, liabilities, reasonable attorneys' fees, and expenses brought against a Worldcoin Party by any third party arising out of or related to: (a) your use of the Services; (b) your violation of these Terms; (c) your violation of any rights of another person; (d) your conduct in connection with the Services; or (e) your use of WLD, any Digital Tokens, or the Worldcoin network. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions in this paragraph may not apply to you. If you are obligated to indemnify any of the Worldcoin Parties, we reserve the right, in our sole discretion, to control any action or proceeding and to determine whether to settle and on what terms.

IF YOU ARE A CALIFORNIA RESIDENT, you waive the benefits and protections of *California Civil Code § 1542*, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

#### **14. Governing Law**

**If you reside in the European Economic Area (EEA)**, then the law of the Federal Republic of Germany will apply to this Agreement and any disputes arising out of or related to this Agreement. **If you reside outside of the EEA**, then the laws of the State of California will apply to this Agreement and any disputes arising out of or related to this Agreement. The governing law stated in this section will apply without regard to principles of conflict of laws. You further agree that the Service will be deemed to be based solely in the State of California, and that although the Services may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of California.

#### **15. DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF CLASS ACTION**

15.1 PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY. THEY REQUIRE YOU TO SETTLE DISPUTES WITH WORLDCOIN THROUGH INDIVIDUAL ARBITRATION BEFORE A SOLE ARBITRATOR, AND NOT AS A MEMBER OF A CLASS ACTION. ARBITRATION PREVENTS YOU FROM SUING US IN COURT OR FROM HAVING A JURY TRIAL, THOUGH YOU MAY BRING A DISPUTE AGAINST US IN SMALL CLAIMS COURT IF YOU QUALIFY.

15.2 We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to [hello@worldcoin.org](mailto:hello@worldcoin.org) so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within 60 days of your email, and you elect to bring a federal or state statutory claim, common law claim, claim based in contract, tort, fraud,

misrepresentation or any other legal theory, or any other formal proceeding arising out of or relating to these Terms, the Content, or the Services (each, a "Dispute"), then you agree to resolve the Dispute through binding arbitration, on an individual basis according to the following terms (collectively, the "Arbitration Agreement"):

- Arbitration will be conducted confidentially by a single arbitrator. The arbitrator will apply applicable statutes of limitation and all applicable law and will honor claims of privilege recognized by applicable law.
- **If you reside in the EEA**, then the Dispute will be solely and finally settled by arbitration administered by the German Arbitration Institute (DIS) in accordance with DIS Rules of Arbitration. Arbitration will occur in Berlin, Germany, unless you and we both agree to conduct it elsewhere. You agree that the courts in Berlin, Germany are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.
- **If you reside outside the EEA**, then the Dispute will be solely and finally settled by arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Rules, unless the aggregated amount of the Dispute is \$250,000 or more, in which case the JAMS Comprehensive Arbitration Rules will apply. Arbitration will occur in San Francisco, California, unless you and we both agree to conduct it elsewhere. You agree that the federal and state courts in San Francisco, California are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.
- In any arbitration, regardless of its location, the parties will not seek discovery from each other, and the arbitrator will not allow parties to engage in discovery; rather, each party will disclose the evidence supporting their positions at a mutually agreeable time and date prior to the final arbitration hearing.
- This Arbitration Agreement covers the enforceability, revocability, scope, and validity of the Arbitration Agreement or any portion of the Arbitration Agreement, and all other Disputes arising out of or related to the interpretation or applicability of the Arbitration Agreement; and all such matters will be decided by the arbitrator and not by a court or judge.
- If the arbitrator or arbitration administrator imposes filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.
- At the request of either party, all arbitration proceedings will be conducted in utmost secrecy and, in such case, all documents, testimony, and records will be received, heard, and maintained by the arbitrator in secrecy under seal, available for inspection only by the parties, their respective attorneys, and their respective experts, consultants, or witnesses who have agreed, in advance and in writing, to receive all such information as confidential to be used solely for purposes of the arbitration.
- Other than class procedures and remedies discussed in this Arbitration Agreement, the arbitrator has the authority to grant any remedy that would otherwise be available in court.
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- If the requirement to arbitrate or the prohibition against class actions and other Disputes brought on behalf of third parties contained in this Arbitration Agreement is found to be unenforceable, then only the unenforceable provisions will be deemed to have been removed from these Terms and all remaining obligations in these Terms shall continue in full force and effect.

15.3 30-Day Right to Opt Out. You have the right to opt out and not be bound by this Arbitration Agreement by sending an email from the address you used to set up your application with the Subject Line: "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT. You must send your email within 30 days of agreeing to these Terms, otherwise you will be bound to arbitrate Disputes in accordance with the terms of this Arbitration Agreement. If you opt out of this Arbitration Agreement,

Worldcoin will also not be bound by its terms.

15.4 Changes to this Arbitration Agreement. We will provide you 30 days' notice of any changes to the section of these Terms titled "**Dispute Resolution, Arbitration and Waiver of Class Action**" by notice to you, and the changes will become effective 30 days after you receive notice from us. Changes to the **Dispute Resolution, Arbitration and Waiver of Class Action** section will otherwise apply prospectively only to Disputes that arise after the 30th day. If a court or arbitrator decides that the changes to this section are not enforceable or valid, then the changes will be severed from these Terms and the court or arbitrator will apply the terms of the first Arbitration Agreement in effect after you began using the Services. You may exercise your right to opt out of the new Arbitration Agreement terms by following the procedures set forth in the section above titled "30-Day Right to Opt Out."

This Arbitration Agreement will survive the termination of these Terms, and your use of the Services.

Notwithstanding anything in this Arbitration Agreement to the contrary, either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.

## 16. General Provisions

**16.1 No Waiver; Severability; Non-Assignability.** Our failure to enforce a provision is not a waiver of our right to do so later. If a provision is found unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Worldcoin may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

**16.2 Entire Agreement.** These Terms constitute the complete and exclusive statement of the agreement between you and Worldcoin with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, concerning the Services. Section headings in these Terms are for convenience only and will not govern the meaning or interpretation of any provision.

**16.3 Survival.** All provisions of these Terms pertaining to suspension or termination, debts owed to Worldcoin, general use of the Services, Disputes with Worldcoin, as well as provisions which by their nature extend beyond the expiration or termination of these Terms, will survive the termination or expiration of these Terms.

**16.4 Relationship of the Parties.** Nothing in these Terms will be deemed or is intended to be deemed, nor will it cause you and Worldcoin to be treated as partners, joint-venturers, or otherwise as joint associates for profit, and neither you nor Worldcoin will be treated as the agent of the other. This includes the fact that nothing in these Terms establishes or is intended to establish any employment relationship between you and Worldcoin.

**16.5 No Professional Advice or Fiduciary Duties.** All Content provided by us is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Services. Before you make any financial, legal, or other decisions involving the Services or any Digital Tokens, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. These Terms are not intended to, and do not, create or impose any fiduciary duties on us. 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. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

**16.6 Change of Control.** In the event that Worldcoin is acquired by or merged with a third-party entity, or otherwise assigns certain functions to an affiliated or successor entity or other entity that Worldcoin determines is in the best interest of Users, then we reserve the right, in any of these circumstances, to transfer or assign the Data we have collected from you as part of such merger, acquisition, sale, or other change of control.

**16.7 Force Majeure.** We will not be liable for delays, failure in performance, or interruption of service that result directly or indirectly from significant market volatility in Digital Tokens, any act of God, acts of civil or military authorities, acts of terrorists, civil disturbances, war, strike, health emergency, labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment or software, or any cause or condition beyond our reasonable control (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event will not affect the validity and enforceability of any of the remaining provisions of these Terms.

**16.8 App Stores.** Where you download our App from any app store or distribution platform other than the Apple App Store, including the Google Play Store (the "Distribution Platform") you agree that:

- the Terms are between you and us, and not with the provider of the Distribution Platform ("Store Provider");
- your use of the App must comply with the Store Provider's then-current Distribution Platform Terms of Service;
- the Store Provider is only a provider of the Distribution Platform where you obtained the App;
- We, and not the Store Provider, are solely responsible for the App;
- the Store Provider has no obligation or liability to you with respect to the App or the Terms; and
- you acknowledge and agree that the Store Provider is a third-party beneficiary to the Terms as it relates to the App.

**16.9 Apple App Store.** This section applies where the App has been acquired from the Apple App Store. You acknowledge and agree that the Terms are solely between you and us, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and (where applicable) Apple will refund the purchase price for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to Worldcoin as provider of the App.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to Worldcoin as provider of the software.

You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Worldcoin, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

You represent and warrant that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You and Worldcoin acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms of Service as relates to your license of the App, and that, upon your acceptance of the terms and conditions of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service as relates to your license of the App against you as a third-party beneficiary thereof.

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