

## Worldcoin P2P Marketplace Terms And Conditions

Welcome to the Worldcoin P2P Marketplace (the “Marketplace”). These Terms between you and Tools for Humanity Corporation, a Delaware corporation (“TFH”, “we” or “us”) govern your use of and access to the Marketplace and all of the associated functionality, content, and services we provide to you (the “Marketplace Services”). These Terms are incorporated into and governed by the [Tools for Humanity User Terms and Conditions](#) (“User Terms”). Definitions not defined in these terms are defined in the User Terms. In the event of a conflict between the User Terms and these Terms, these Terms shall prevail, but only with respect to the Marketplace and the Marketplace Services.

Please read these Terms carefully before using or accessing the Marketplace Services. By accessing or using any of the Marketplace 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 these especially important parts of these Terms:

**The Marketplace is not intended to be available to or to be accessed by users established or situated in the European Economic Area (“EEA”) or having their ordinary residence or registered office there.**

**Nothing in the Marketplace Services constitutes an offer to sell, or the solicitation of an offer to buy, any securities. The Marketplace Services do not constitute investment advice. Holding, buying, or selling Worldcoin tokens (“WLD”) or any other Digital Tokens 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.**

**Further, you acknowledge that via the Marketplace Services, TFH is providing a technology platform only connecting buyers and sellers wishing to make transactions. At no time does TFH transmit, store, take possession of, custody, or otherwise engage with any traditional or digital currency. TFH does not process transactions, act as a payment processor, or otherwise become involved in processing transactions. All transactions happen separately between buyers and sellers on the Marketplace. All transactions and related liability exist between buyer and seller only. TFH has no liability in regards to transactions between buyers and sellers, and TFH is unable to provide support in regards to transaction problems.**

### 1. Scope of the Terms

**1.1 Eligibility.** In order to use the Marketplace Services, you must comply with these Terms and all applicable laws. You cannot use the Marketplace 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;
- You are not established or situated in the EEA and do not have your ordinary residence or registered office there; and
- 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 Marketplace Services.

**1.2 Availability.** Webpages describing the Marketplace Services are accessible worldwide, but this does not mean all Marketplace Services or service features are legal or available in your country. You must meet the eligibility requirements set forth in 1.1 to access and use the Marketplace Services, including not being ordinarily resident or physically located in the countries stated in 1.1 . 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 Marketplace Services is legal where you use them.** Marketplace Services are not available in all languages.

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

## **2. Services**

### **2.1 Marketplace**

The Marketplace provides a peer-to-peer platform connecting buyers and sellers wishing to purchase or sell Digital Assets. Participants of the Marketplace in the business of buying and selling Digital Assets and wishing to list their availability for transactions on the Marketplace must be approved as agents on the Marketplace by us and must have a WorldID associated with them (the "Marketplace Partners"). The use of the term "Marketplace Partners" does not refer to a principal - agent relationship between TFH and any users of the Marketplace. Where the Marketplace Partners is a business, the agent doing business on behalf of the business must have a WorldID. Participants of the Marketplace responding to listings by Marketplace Partners do not need to be approved by us, but must have a WorldID if transacting over certain amounts (the "Customers"). Marketplace Partners may also be Customers where they are responding to offers placed by other Marketplace Partners.

Marketplace Partners may list offers to buy or sell Digital Assets on the Marketplace at a certain price (the "Offers"). Customers may respond to Offers via the Marketplace. Details such as payment methods, price, and delivery time/method are negotiated between Marketplace Partners and Customers. TFH has no involvement with these details, but may recommend certain payment methods, price, and delivery time/methods for use. Such recommendations are informational in nature only.

Marketplace Partners and Customers are able to use the Worldcoin App and wallet services to send or receive Digital Assets to fulfill Offers. While Marketplace Partners and Customers may use certain Worldcoin features to complete Offers, they remain fully liable for any transactions that are entered into between the Marketplace Partners and the Customer. TFH is not a party to any transactions.

The Marketplace does not provide any escrow services or guarantee in regards to Marketplace Partners or Customers. Marketplace Partners are approved on a Know-Your-Business (KYB) or Know-Your-Customer (KYC) basis only by TFH. Such approval does not endorse any Marketplace Partners, or guarantee that they will fulfill any transactions. In addition, any rating assigned to a Marketplace Partners or Customer by TFH does not constitute any endorsement or guarantee. Marketplace Partners and Customers accept all risks related to making a transaction, including the risk that they will not receive the proceeds of their purchase or sale. In the event of a problem in regards to any transaction, TFH is not able to assist with a resolution, nor holds any liability for problems arising from any transactions. Further, TFH does not provide any escrow service; Customers accept the risk that the Marketplace Partners may not transfer the proceeds of any sale or purchase to the Customer.

In respect of any transactions processed via the Worldcoin App, Marketplace Partners and Customers acknowledge that the Worldcoin App and wallet are non-custodial services. TFH does not store or custody any Digital Assets, and does not transact, transmit, take possession of, or otherwise have any involvement with making any transactions. Digital Assets are always stored and transmitted on their respective blockchain networks, which can be accessed via other non-custodial wallet solutions. There are no guarantees the transactions will process correctly. In addition, where others have access to your Worldcoin App or wallet, they may use such access to make transactions without your consent. Marketplace Partners and Customers are fully liable for any transactions made from their wallet, and accept all risks related to unauthorized access of their wallets.

### **2.2 Transactions**

Transactions on the Marketplace happen between Marketplace Partners and Customers (or between Marketplace Partners and Marketplace Partners). Transactions are made pursuant to these Terms and the terms (if any) between Marketplace Partners and Customers in regards to a particular transaction. When an Offer is made, Marketplace Partners will specify what terms, if any, form part of the agreement to make a transaction. Both Marketplace Partners and Customers should make sure they have carefully read any Offer and accompanying terms to the Offer before making any transactions. Terms accompanying an Offer are valid in all cases, except where they contradict or violate these Terms, or where they violate applicable law. Marketplace Partners and Customers accept full responsibility to carefully read, acknowledge, and comply with any terms accompanying an Offer. If any such terms are unclear or

not agreed by either party, they should not transact. In addition, any terms accompanying an Offer should be followed when making a transaction. If a transaction is made without complying with any accompanying terms, a transaction may not be completed.

Once an Offer is accepted, the Customer must first make a transaction to send the agreed amount and type of either traditional currency or digital currency. Once this transaction is received by the Marketplace Partners, the Marketplace Partners must then send the agreed amount and type of either traditional currency or digital currency to the Customer. Both parties must specify the correct payment methods and receiving methods for their respective transactions. Both parties to the transaction are responsible for sending the correct amounts and types of traditional or digital currency. In the event where transactions are not received, reversed, improperly processed, or otherwise encounter an error, the Marketplace Partners and Customer must work together to resolve any issue. TFH is not able to assist with transaction-related problems.

Some Marketplace Partners may impose limitations or restrictions on the amount of traditional or digital currency they are willing to accept from Customers. These limits are set by Marketplace Partners and not TFH.

The value of Digital Assets can fluctuate significantly over short periods of time. Any Offer you accept will specify the transaction time and exchange rate applicable to our transaction. You are solely responsible for accepting the risk of any price fluctuations, and understand that by the time you complete a transaction, the value of the Digital Assets involved in the transaction may have changed significantly.

## **2.3 Reputation Score**

When you make a transaction via the Marketplace, we allow other users to provide feedback on their interaction with you, including but not limited to a numerical score of how their interaction went, a 'thumbs up' or 'thumbs down' feedback score, and written commentary. Such feedback may be posted on your profile for other Marketplace Partners and Customers to see. We make no guarantees as to the accuracy of such feedback.

## **2.4 Advertising on the Marketplace**

**Marketplace Partners** are prohibited from placing advertisements anywhere on the Marketplace (such as on their profile, Offer or accompanying terms, or in communications with Customers) which would facilitate transactions outside of the Marketplace. Marketplace Partners may share information necessary for Customers to contact them and make arrangements to complete transactions.

## **2.5 Customer Support and Dispute Resolution**

We provide customer support for assistance with certain features and functions in connection with the Marketplace Services, but this support is limited to your experience with the Marketplace Services and use of the Worldcoin App. We are unable to provide support in regards to transactions between Marketplace Partners and Customers, beyond reaching out to Marketplace Partners when they become unresponsive. To get in touch, select "Support" from the in-app menu.

We do not provide dispute resolution services in relation to disagreements between Marketplace Partners and Customers. Any disputes must be resolved directly between you and the Marketplace Partners or Customer.

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

**3.1 TFH Fees.** We may add a fee for using the Marketplace when you make a transaction with a Marketplace Partners. The amount of this fee will be displayed to you within the Marketplace when you respond to an Offer and will form part of the exchange rate shown in the Offer.

**3.2 Marketplace Partners Fees.** Fees Marketplace Partners charge Customers to make a transaction will be displayed as part of the exchange rate in the Offer. Marketplace Partners must clearly state all fees as part of the Offer and may not charge additional fees not described in the Offer.

**3.3 Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via the Marketplace Services or any transactions you make as a Marketplace Partners or a Customer, 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 Marketplace Services and may be updated and changed from time to time.

#### 4. Compliance

Before being allowed to post Offers on the Marketplace, all Marketplace Partners must pass KYB and/or KYC checks by providing certain information to TFH. TFH may approve or reject such approval in its sole discretion. In addition, TFH may not disclose the reasons for such approval or rejection to you.

From time-to-time, TFH may ask for additional or updated documentation. Failure to provide such information in a timely manner may result in suspension or termination from the Marketplace Services.

#### 5. Orb Operators

We partner with local independent contractors called "Orb Operators," who facilitate user signups to the Worldcoin App and help answer questions you may have about TFH. These Orb Operators have received training and are knowledgeable about TFH. However, we have no control over and disclaim all liability for what they say or how they conduct themselves. Orb Operators may also act as Marketplace Partners or Customers on the Marketplace. Their activities as Marketplace Partners and/or customers are separate from their activities as Orb Operators. **Orb Operators and Marketplace Partners are not agents or employees of TFH in any way. Any effort, feature, process, policy, standard, or other efforts undertaken by TFH in the interest of its users do not indicate an employment or agency relationship with an Orb Operator.**

#### 6. Suspension & Termination

We may suspend and restrict your access to the Marketplace Services where: (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 Marketplace Services in connection with a Prohibited Use; (iii) use of your using the Marketplace 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. In addition, we may terminate your account on the Marketplace at any time without notice where you breach any of these Terms or we decide, in our sole discretion, that your continued use of the Marketplace Services is harmful to TFH.

#### 7. General Provisions

Check the User Terms for other terms applicable to your use of the Marketplace Services, including governing law and arbitration clauses.