**TFH Developer Portal Terms**

Welcome to the developer portal ("Developer Portal") for World App Miniapps Development ("Miniapps") and APIs ("APIs"). These Terms between you ("Developers") and Tools for Humanity Corporation, a Delaware corporation (collectively with our affiliates, "TFH", "we" or "us") govern your use of and access to Miniapps and the World ID APIs and all of the associated functionality, content, and services we provide to you (the "Miniapps 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. Please read these Terms carefully before using or accessing the Developer Portal.

Please note these especially important parts of these Terms:

**The Developer Portal and Miniapps Services do not allow for any offers to sell, or the solicitations of offers to buy, any securities or Digital Tokens. You agree you will not use the Developer Portal or Miniapps Services in connection with such activity. The Miniapps Services do not constitute investment advice.**

**By accepting these terms you are representing that you will not try to use the Developer Portal to sell or offer securities.**

**Further, you acknowledge that via the Developer Portal and Miniapps Services, TFH is providing a technology platform only connecting users and Developers. 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 users and Developers. All transactions and related liability exist between users and Developers only. TFH has no liability in regards to transactions between users and Developers, 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 Developer Portal, you must comply with these Terms and all applicable laws. You cannot use the Developer Portal to conduct, promote, or help others to carry out any unlawful activity. In addition, you must meet all of the criteria referred to in TFH's general User Terms. If you do not meet all of these requirements, you are not allowed to access or use the Developer Portal and, accordingly, we may restrict your ability to access or use the Developer Portal.

**1.2 Availability.** Webpages describing the Developer Portal and Miniapps Services are accessible worldwide, but this does not mean all Services or service features are lawful or available in your country. You must meet the eligibility requirements set forth in 1.1 to access and use the Developer Portal and Miniapps Services. 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 Developer Portal and Miniapps Services are lawful where you use them. The Developer Portal and Miniapps Services are not available in all languages.

**1.3 Updates.** We may make changes to these Terms from time to time. You understand and agree that your continued use of the Developer Portal or Miniapps Services after we have made any such changes constitutes your acceptance of the updated Terms. You can stop using the Developer Portal or Miniapps Services at any time if you do not wish to adhere to these Terms. Because the Developer Portal and Miniapps Services are evolving over time, we may change or discontinue all or any part of the Developer Portal and Miniapps Services, at any time and without notice, at our sole discretion. We hold no liability for how these changes may affect access to and services provided by the Developer Portal and Miniapps Services.

**2. Services**

**2.1 Account and Registration.** In order to use the Developer Portal and the Miniapp Services you are required to create an account and register on the Developer Portal.

**2.1.1 Entity Level Acceptance.** If you are using the Developer Portal on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Developer Terms and by accepting the Developer Terms, you are doing so on behalf of that entity (and all references to "you" in the Developer Terms refer to that entity). You further represent that neither you, nor the entity, or nor

those who own or control the entity are the subject or target or any laws of sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control or are nationals of, ordinarily resident in, or organized under the laws of Cuba, Iran, North Korea, Russia, Sudan, Syria, or the Crimea, Luhansk, Donetsk, Kherson or Zaporizhzhia regions of Ukraine or any other jurisdiction that may become subject to comprehensive sanctions by the U.S government.

**2.1.2 Registration.** In order to access certain features of the Developer Portal you may be required to provide certain information (such as identification or contact details) as part of the registration process for the Developer Portal, or as part of your continued use of the APIs. Any registration information you give to TFH will always be accurate and up to date and you'll inform us promptly of any updates.

**2.1.3 Developer Credentials.** Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other clients from using your credentials.

**2.2 Miniapps Services.** Miniapps is a feature of World App that allows users to access a platform of mini applications that can be accessed ("Apps") within World App. In this platform, users can discover, purchase, and use Apps created by you; and other users can act as developers of Apps and create, display, and monetize their apps on Miniapps. These Apps are displayed to users within World App. TFH has sole discretion of determining how Apps are presented to users within its platform.

**2.2.1 Payments and Transactions related to Miniapps.** World App users may pay for products or services related to the Miniapps viewable within World App using the Digital Tokens held in their self-custodial World App wallets.

With respect to any such transactions, you acknowledge that World ID and wallet are non-custodial services. TFH does not store or custody any World App user's Digital Tokens, and does not transact, transmit, take possession of, or otherwise have any involvement with making any transactions. Digital Tokens are always stored and transmitted on their respective blockchain network. TFH does not guarantee that your transactions will process correctly.

A transaction in Miniapps can only occur between a user's and your non-custodial wallet. TFH only connects users to third third-parties via the Miniapps platform and is not a party to any transactions. TFH is not able to assist with transaction-related problems. TFH has no role in processing payments and cannot govern refund or cancellation charges.

**2.2.2 Third-Party Service.** All products and services offered via Miniapps are offered and managed by you, a third-party to TFH. You are also responsible for any continued operation and maintenance for your miniapp viewbale within World App. We are not affiliated with you, and we cannot operate or maintain your miniapp.

You are solely responsible for the content, products, goods, or services made available via your miniapp. For any queries or disputes, World App users shall contact you directly.

**2.2.3 App Development and Distribution.** By submitting a miniapp to Miniapps, you grant TFH a non-exclusive, worldwide, royalty-free license to display and promote, if TFH in its sole discretion elects to, your app.

All miniapps must comply with our App Guidelines, which are available on our **website**. TFH reserves the right to remove any miniapp that violates these guidelines. Also, you must ensure that your miniapp complies with all applicable laws and regulations, including data protection, financial regulatory, consumer protection, and criminal laws.

The ranking of miniapps within Minapps platform is determined by the popularity of the App. TFH reserves its right to highlight some miniapps that are more likely to be downloaded or purchased by Miniapps users.

**2.2.4 Reputation Score.** When users make transactions via Miniapps, we may allow them to provide feedback on their interaction with you as a Developer, 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 Developer profile for other users to see. We make no guarantees as to the accuracy of such feedback.

**2.3 API services**

**2.3.1 Permitted Access.** You will only access (or attempt to access) an API by the means described in the documentation of that API. If TFH assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or

mask either your identity or your API client's identity when using the APIs or developer accounts.

**2.3.2 API Limitations.** TFH sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. Please contact TFH if you would like to use any API beyond these limits.

**2.3.3 Security.** The APIs are designed to help you enhance your websites and applications. You will use commercially reasonable efforts to protect user information collected by your API client, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

**2.3.4 Ownership.** TFH does not acquire ownership in your API clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the data that is accessed through our APIs.

**2.4 User Privacy and Terms.** You will comply with all applicable privacy laws and regulations including those applying to personal data. You will provide and adhere to a privacy policy for your application built with the help of the Developer Portal that clearly and accurately describes to users of your application what user information you collect and how you use and share such information with third parties. You will provide terms and conditions for your application built with the help of the Developer Portal that clearly and accurately describes your obligations and the users' rights and adhere to those terms.

**2.5 Open Source Software.** Some of the software required by or included in our Developer Portal may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Developer Terms, the open source license instead sets forth your agreement with TFH for the applicable open source software.

**2.6 Non-Exclusivity.** The Developer Terms are non-exclusive. You acknowledge that TFH may develop products or services similar to the applications built with the Developer Portal or any other products or services.

### 3. Prohibitions

In addition to the prohibited uses stated in our User Terms, when using the Developer Portal, you may not (or allow those acting on your behalf to):

- Sublicense an API for use by a third party. Consequently, you will not create an client that functions substantially the same as the APIs and offer it for use by third parties.

- Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

- Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

- Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

- Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

- Remove, obscure, or alter any TFH terms of service or any links to or notices of those terms.

- Unless otherwise specified in writing by TFH, TFH does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to TFH unless you have received prior written consent to such use from TFH.

### 4. Content and Content Contribution

**4.1 Contribution.** "Contribution" shall mean any original work of authorship, including the client and any modifications or additions to an existing work ("Work"), that you submit to the Developer Portal.

**4.2 Copyright License to the Contribution.** Subject to these Developer Terms, You hereby grant to TFH and to other developers on the Developer Portal a perpetual, worldwide, nonexclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your Contributions and such derivative works.

**4.3 Patent License to the Contribution.** Subject to these Developer Terms, You hereby grant to TFH and to other developers on the TFH Developer Portal a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution, where such license applies only to those patent claims licensable by you that are necessarily infringed by the Contribution alone or by combination of the Contribution with the Work to which such Contribution was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under these Terms for that Contribution or Work shall terminate as of the date such litigation is filed.

**4.4 Representations and Warranties.** You represent that you are legally entitled to grant the above license. If your employer has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions, or that your employer has executed a separate contribution license agreement with TFH.

You represent that each of your Contributions is your original creation. You represent that your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

Should You wish to submit work that is not Your original creation, You may submit it to TFH separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]."

You agree to notify TFH of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

**4.5 Prohibitions on Content.** Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

- Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

- Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

- Misrepresent the source or ownership; or

- Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

**5. Brand; Attribution**

**5.1. Brand.** "Brand" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Developer Terms do not grant either party any right, title, or interest in or to the other party's Brand. All use by you of TFH's Brand (including any goodwill associated therewith) will inure to the benefit of TFH.

**5.2. Attribution.** You agree to display any attributions required by TFH as described in the documentation for the API. TFH hereby

grants to you a non-transferable, non-sublicenseable, nonexclusive license while the Developer Terms are in effect to display TFH Brand for the purpose of promoting or advertising that you use the APIs. You must only use the TFH Brand in accordance with the Developer Terms and for the purpose of fulfilling your obligations under this Section. In using TFH's Brand, you must follow the TFH trademark usage guidelines. You understand and agree that TFH has the sole discretion to determine whether your attribution and use of TFH's Brand are in accordance with the above requirements and guidelines.

**5.3. Promotional and Marketing Use.** In the course of promoting, marketing, or demonstrating the APIs you are using and the associated TFH products, TFH may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

**6. Purchases, Fees and Taxes**

**6.1 Purchases are between Buyer and Seller.** TFH does not process user's Digital Tokens or traditional currency and does not perform any transfers on behalf of users or you.

TFH does not handle, manage, oversee, verify or provide any sort of warranty over any transactions. Consequently, any disputes, claims, losses, misunderstandings, technical errors, or issues of any kind (both accidental and allegedly intentional) related to payments or transactions must be dealt directly between buyer and seller. TFH bears no responsibility whatsoever and will not be a party to any payment-related disputes or discussions, nor is it liable for any losses or damages the parties involved may incur.

**6.2 TFH Fees.** We may add a fee for using Miniapps when users make a transaction with you. The amount of this fee will be displayed to you within the platform. All fees are displayed and current as reflected in the Miniapps Services and may be updated and changed from time to time.

**6.3 Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via Miniapps or any transactions you make therein, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities.

**7. Conduct and Content**

**7.1 No general monitoring.** TFH will have no general obligation to monitor information generated by users, nor actively to seek facts or circumstances indicating any illegal activity within Miniapps. However, if we become aware, irrespective of the means used, that an illegal product or service has been offered via Miniapps to users located in the European Union, we shall inform the users that have purchased the illegal product or service through Miniapps.

**7.2 Prohibited Activities.** Users of Miniapps Services agree not to post or distribute any content that violates any laws or infringes any third-party rights, including but not limited to any intellectual property rights, privacy rights, or rights of publicity.

Also, you agree to not engage in any activities that:

- Are unlawful, illegal, fraudulent, or harmful;

- Interfere with or disrupt the operation of Miniapps;

- Violate any terms set forth in our App Guidelines; and

- Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

- Include content is not permitted under the **App Guidelines**.

TFH will promptly report suspicions of criminal offenses threatening life or safety to the relevant authorities, providing all available pertinent information.

**7.3 Flagging of unlawful content.** TFH has easy to access and user-friendly mechanisms for users to notify us of unlawful content in the Developer Portal. We will act expeditiously to review such reports.

**7.4. Removal of unlawful content.** If we determine that any Miniapp is unlawful,its content shall be removed from the Developer Portal, andwe have the right to take down the miniapp. TFH will provide a brief, clear and specific statement of reasons to any Developer affected by the restrictions imposed on the grounds that its miniapp has unlawful content or is incompatible with applicable TFH's

terms and conditions. TFH will endeavor to enforce any restriction diligent, objective and proportionate manner.

**8. Liability and Disclaimers**

**8.1 DISCLAIMER OF WARRANTIES**

**8.1.1 Your use of the Developer Portal and Miniapps Services is at your own risk. The Developer Portal, Miniapps Services, the content and all other 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, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, or non-infringement as to the features, content, or other 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 users concerning the Services.**

8.1.2 We do 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 Developer Portal and Miniapps Services or content are accurate, complete, reliable, or current; (c) that the Developer Portal and Miniapps Services are free of viruses or other harmful components; or (d) that the Developer Portal and Miniapps Services or the content will meet your requirements, needs, or expectations.

8.1.3 You understand and agree that we will not be liable for any damages or losses due to or relating to:

- Any inaccuracy, defect, error or omission of data

- Interruption in any such data;

- Any routine, unannounced or unscheduled maintenance as we see fit.This includes, but is not limited to, temporary or permanent interruptions in the provision of Developer Protal or Miniapps Service deriving from or sustained as a result of such maintenance;

- Any harm or damage incurred as a result of unlawful actions by third parties

- Any harm or damage resulting either directly or indirectly from user actions, negligence, omissions or violations of any applicable laws and governing terms; and

- Any other exceptions as described herein or in any other terms that govern your use of Miniapps.

You acknowledge that TFH has no obligation whatsoever to furnish any maintenance and support services with respect to the Apps.

8.1.4 We are not liable to you or any third party for any modification or termination of the Developer Portal and Miniapps Services, or suspension or termination of your access to the Services.

**8.2 LIMITATION OF LIABILITY**

8.2.1 We do not exclude or limit our liability to you where it would be illegal to do so. In countries where the below types of exclusions are not allowed, we are 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 does not affect consumer rights that cannot be waived or limited by any contract or agreement.

8.2.2 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 "TFH 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 TFH 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 Developer Portal and Miniapps Services, your Digital Tokens, or the World network; (b) inaccessibility or termination of the Developer Portal and Miniapps 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 Developer Portal and Miniapps 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

Miniapps 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 Developer Portal and Miniapps Services; (k) viruses, trojan horses, or the like that may be transmitted to or through the Services; or (l) the defamatory, offensive, or unlawful conduct of any third party. This limitation of liability will apply whether the damages arise from use or misuse of, or reliance on TFH or the Developer Portal and Miniapps Services, notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by applicable laws.

8.2.3 Under no circumstances will the TFH 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.

8.2.4 Release and Indemnification. You agree to defend, indemnify, and hold harmless the TFH Parties from and against any claims, damages, costs, liabilities, reasonable attorneys' fees, and expenses brought against a TFH Party by any third party arising out of or related to: (a) your use of the Developer Portal and Miniapps Services; (b) your violation of these Terms; (c) your violation of any rights of another person; (d) your conduct in connection with the Developer Portal and Miniapps Services; or (e) your use of WLD, any Digital Tokens, or the World 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 TFH 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."

## 9. Suspension and Termination

**9.1 Termination.** You may stop using our Developer Portal at any time with or without notice. Further, if you want to terminate the Developer Terms, you must provide TFH with prior written notice and upon termination, cease your use of the applicable APIs. TFH reserves the right to terminate the Developer Terms with you or discontinue the Developer Portal or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

**9.2 Your Obligations Post-Termination.** Upon any termination of the Developer Terms or discontinuation of your access to the Developer Portal, you will immediately stop using the Developer Portal, cease all use of the TFH Brand, and delete any cached or stored content that was permitted by the cache header under Section 5. TFH may independently communicate with any account owner whose account(s) are associated with your Developer Portal and developer credentials to provide notice of the termination of your right to use the Developer Portal.

**9.3 Surviving Provisions.** When the Developer Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply.

## 10. DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF CLASS ACTION

10.1 PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY. THEY REQUIRE YOU TO SETTLE DISPUTES WITH US 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.

10.2 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 legalnotice@toolsforhumanity.com 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.

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.

**10.3 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 to legalnotice@toolsforhumanity.com 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, we will also not be bound by the Arbitration Agreement.

**10.4 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.

## 11. General Provisions

**11.1 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, to the extent permitted by applicable law. You may not assign any of your rights under these Terms, and any such attempt will be void. We may assign our rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

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

**11.3 Governing Laws.** These Terms shall be governed by and construed in accordance with the laws of the State of California, including any disputes arising out of or related to them. The governing law stated in this section will apply without regard to principles of conflict of laws. You further agree that the Developer Portal and Miniapps Service will be deemed to be based solely in the State of California, and that although the Developer Portal and Miniapps Service may be available in other jurisdictions, their availability does not give rise to general or specific personal jurisdiction in any forum outside the State of California.

**11.4 Relationship of the Parties.** Nothing in these Terms will be deemed or is intended to be deemed, nor will it cause you and TFH to be treated as partners, joint-venturers, or otherwise as joint associates for profit, and neither you nor TFH 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 TFH.

**11.5 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 Developer Portal or Miniapps Services. Before you make any financial, legal, or other decisions involving the Developer Portal and Miniapps 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.

**11.6 Change of Control.** In the event that we are acquired by or merged with a third-party entity, or otherwise assigns certain functions to an affiliated or successor entity or other entity that we determine 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, in accordance with applicable law.

**11.7 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.

**11.8 Point of Contact.** For any issue regarding the Developer Portal, Miniapps and these Terms, please contact us via: legalnotice@toolsforhumanity.com

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