

## SquareUp Labs Terms and Conditions of Use

SquareUp is a daily NFT mint game and NFT Marketplace App that interacts with the Ethereum network, accessed via a specially developed smart contract ("Smart Contract") to enable users to undertake minting, transferring, and trading (selling, purchasing and bidding transactions) functions with each contest's Non-Fungible Tokens ("NFT"). The contests and NFT Marketplace can be accessed on a website that the user can interact with (the "Site"). The contest NFT minting, NFT Marketplace, Smart Contract and the Site are collectively referred to in these Terms as the "App." Using the App, users can interact with existing smart contracts on the Ethereum network in order to mint, monitor, transfer, trade, and bid for SquareUp contest NFTs. Our App enables users to conduct NFT Trading functions that may be further developed by us in the future.

Math Buddy Inc. S.R.L. a company incorporated in the Republic of Costa Rica (Costa Rica Company Registry Number: 3-102-863578) (hereinafter referred to as "SquareUp Labs", "we", or "us") is making the App available to you. Before you use the App, however, you will need to agree to these Terms of Use and any terms and conditions incorporated herein by reference (collectively, these "Terms").

**Please read these terms and conditions carefully before using the App, the smart contracts, or the site. These terms govern your use of the App unless we have executed a separate written agreement with you for that purpose. We are only willing to make the App available to you if you accept all of these terms. By using the App, or by clicking "I Accept" below or indicating your acceptance in an adjoining box, you acknowledge, covenant, and agree that you understand and agree to be bound by all of these terms and conditions.**

**If you are accepting these terms on behalf of a company or other legal entity, you warrant, covenant, and agree that you have the legal authority to accept these terms on that entity's behalf, in which case "you" will mean that entity. If you do not have such authority, or if you do not accept all of these terms and conditions, then we are unwilling to make the App available to you. If you do not agree to these terms, you may not access or use the App.**

**Upon acceptance of these terms and conditions, you further warrant, covenant, and agree that you are able to access the App legally and in accordance with your local laws and regulations. We do not make any warranties or representations as to the compliance of the usage of our App and services with local laws and regulations. Upon acceptance of these terms and conditions, you hereby and irrevocably release SquareUp Labs, its directors, shareholders, employees, team members, and contractors from any and all present and future liability and claims in relation to any loss, penalties, fines, taxation assessments and proceedings arising from the usage of our App and services to the maximum extent permitted by law.**

**Dedicated and detailed Rules in relation to the Contest, the Prizes, the Minting Phase and the Marketplace can be found at the following link:**

**<https://www.squareuplabs.com/about>** which may be updated periodically and solely

at SquareUp Labs' discretion. **These Rules form part of these Terms and Conditions of Use.**

## **1. THE APP**

- 1.1. To use the App most easily, you may first install a web browser (such as the Google Chrome web browser) and an electronic wallet compatible with the Non-Fungible Token (NFT) standard on the Ethereum network, such as the MetaMask electronic wallet. MetaMask wallet and other electronic wallets allow you to purchase (either directly, or via other third-party sites), store, and engage in transactions using Ethereum cryptocurrency. You will not be able to engage in any transactions on the App other than through MetaMask wallet, or other Ethereum-compatible browsers and wallets as confirmed on our website and official social media platforms.
- 1.2. Transactions that take place on the App are managed and confirmed via the Ethereum blockchain and/or any other blockchain supported in the future. You acknowledge, covenant, and agree that your Ethereum public address will be made publicly visible whenever you engage in a transaction on the App.
- 1.3. We neither own nor control Metamask, any centralised or decentralised exchanges and NFT marketplaces (apart from the one available at <https://www.squareuplabs.com/>), Google Chrome, the Ethereum network, or any other third-party site, blockchain, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the App. You acknowledge, covenant, and agree that we will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.
- 1.4. You must connect your wallet in order to interact with and use the App. By connecting your wallet, you warrant, covenant, and agree that you are responsible for the security of your account and your MetaMask wallet (or any other electronic wallets and accounts). SquareUp Labs will never intentionally gain access to or store any private wallet keys. If you become aware of any unauthorised use of your wallet through our App, you agree to notify us immediately at [info@squareuplabs.com](mailto:info@squareuplabs.com).

### **1.5. Feedback**

You may choose to submit comments, bug reports, ideas, or other feedback about the App, including without limitation about how to improve the App (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third-parties

(whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide licence under all rights necessary for us to incorporate and use your Feedback for any purpose.

## 2. SQUAREUP TICKET & SQUAREUP FOUNDER'S PASS NFTs

2.1. We have utilised Smart Contracts to develop our SquareUp Labs Ticket NFT collections ("SquareUp Ticket" also referred to throughout our website and social media platforms as "Game Assets", "Tickets", "Contest Assets", "Entry Tickets"). For every contest, we will be releasing SquareUp Tickets and will make them available for purchase (mint) on the day we first launch each competition. Whitelisted individuals will have access to the original mint in accordance with whitelisting rules set out on our website and social media platforms.

SquareUp Labs will also release a "Founders Pass" collection of NFTs that will serve as token-gated membership to the base layer of the SquareUp Labs ecosystem and utility perks. We will release a Founder's Pass collection (supply and cost TBD) and make them available for purchase on the App. SquareUp Tickets and Founders Passes are hereinafter collectively referred to as "SquareUp NFTs".

2.2. The purposes of Squareup Tickets are **solely** to provide access to the contest and to provide entertainment and recreation activities through the promotion of sports, digital arts and lottery games. We do not make any representations as to the future value, potential profitability, or financial/commercial nature of the SquareUp NFTs and upon accepting these terms and conditions and participating in the minting of SquareUp NFTs, you acknowledge, covenant, and agree that no such representations have been made by SquareUp Labs.

2.3. At the beginning of each SquareUp contest, users pay an entry fee and receive a unique SquareUp Ticket that reveals a number of random sports teams that are playing during the contest interval (typically, one day). Each ticket earns a score based on the total points scored by all teams on the ticket.

2.4. Each contest is its own contract, own prize pool, and own payout structure.

2.5. SquareUp Labs offers its very own native marketplace where users can buy, bid, and list-for-sale their SquareUp Tickets throughout the contest duration. This marketplace has been custom built for SquareUp Labs Contest purposes.

2.6. At the end of each contest, the holders of tickets with the highest scores will be declared winners and win their share of the prize pool.

2.7. Once the last game of a contest is completed and the prize amounts are finalised, the transfer function of the SquareUp Tickets will be terminated and

the SquareUp Tickets of that competition will not be able to be transferred between wallets.

2.8. SquareUp Labs does not take a cut of entry fees. All of the entry fees paid in for each contest will fund that contest's prize pool.

2.9. SquareUp may solely at its own discretion choose to limit the amount of mintable SquareUp Tickets in order to incentivise trading on secondary markets.

2.10. Upon purchasing our NFT on mint or the secondary market, you acknowledge, covenant, and agree with the terms and conditions set out herein and that such purchase does not constitute a financial investment of any kind and it is solely made in order to access the contest provided by SquareUp Labs.

2.11. Founder's Pass

The funding raised from this collection will further development of the SquareUp product and bootstrap marketing efforts in the form of boosted prize pools.

Sometime after release, the SquareUp Founder's Pass will offer the following perks:

- i. Private mint window for all future contests;
- ii. First Access to new features and integrations;
- iii. Access to beta tests / private contests with subsidized prize pools;
- iv. Access to private whale chat for increased trading communications;  
and
- v. Access to all perks offered by strategic partnerships.

We may expand or modify the utility of Founder's Passes in the future.

### **3. LICENCES AND OWNERSHIP**

3.1. Definitions

For the purposes of this Clause 3, the following capitalised terms will have the following meanings:

"Art" means any art, design, and drawings that may be associated with the SquareUp NFT that you own.

"Extensions" means third party designs that:

- 3.1.1. are intended for use as extensions or overlays to the Art;
- 3.1.2. do not modify the underlying Art; and
- 3.1.3. can be removed at any time without affecting the underlying Art.

“Own” means, with respect to a SquareUp NFT, a Square Up NFT that you have purchased or otherwise rightfully acquired and used from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

“Third Party IP” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognised in any country or jurisdiction in the world.

### 3.2. Licence to Art

#### 3.2.1. General Use

Subject to your continued compliance with these Terms and Conditions, SquareUp Labs grants you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Art for your Purchased SquareUp NFT, along with any extensions that you choose to create or use, solely for the following purposes:

- (i) for your own personal, non-commercial use;
- (ii) as part of a marketplace that permits the purchase and sale of your Purchased SquareUp NFT, provided that the marketplace cryptographically verifies each SquareUp NFT owner’s rights to display the Art for their Purchased SquareUp NFT to ensure that only the actual owner can display the Art; or
- (iii) as part of a third-party website or application that permits the inclusion, involvement, or participation of your Purchased SquareUp NFT, provided that the website/application cryptographically verifies each SquareUp NFT owner’s rights to display the Art for their Purchased SquareUp NFT to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased SquareUp NFT leaves the website/application.

#### 3.2.2. Commercial use

Subject to your continued compliance with these Terms and Conditions, SquareUp Labs grants you an unlimited, worldwide, non-exclusive, non-transferable license to use, copy, and display the Art for your Purchased SquareUp NFT for the purpose of commercialising your own merchandise that includes, contains, or consists of the Art for your Purchased SquareUp NFT (“Commercial Use”). For the sake of clarity, nothing in this Clause will be deemed to restrict you from:

- (i) owning or operating a marketplace that permits the use and sale of SquareUp NFTs generally, provided that the marketplace cryptographically verifies each SquareUp NFT owner's rights to display the Art for their Purchased SquareUp NFTs to ensure that only the actual owner can display the Art;
- (ii) owning or operating a third-party website or application that permits the inclusion, involvement, or participation of SquareUp NFTs generally, provided that the third-party website or application cryptographically verifies each SquareUp NFT owner's rights to display the Art for their Purchased SquareUp NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased SquareUp NFT leaves the website/application; or
- (iii) earning revenue from any of the aforementioned actions.

### 3.3. Ownership

3.3.1. You Own the NFT. Each SquareUp NFT is a non-fungible token (an "NFT") on the Ethereum blockchain. When you purchase a SquareUp Ticket, you own the underlying NFT completely. This means that you have the right to trade your NFT, sell it, or give it away subject to the restriction of the transfer function set out in Clause 2.7 above and the commission provision set out in Clause 4.3 below. Ownership of the NFT is mediated entirely by the Smart Contract and the Ethereum Network: at no point will we be able to seize or otherwise modify the ownership of any SquareUp Ticket, subject to the post-contest restriction of SquareUp Ticket transfers set out in Clause 2.7 above.

3.3.2. In the event of a breach of these Terms and Conditions, SquareUp Labs may with or without prior notice restrict, suspend, or terminate your access to the Website, App and the SquareUp Labs Marketplace and such restriction, suspension, or termination shall not be deemed inconsistent with the proprietary rights granted in this Clause 3.3.

3.3.3. SquareUp Labs owns the App. You acknowledge and agree that SquareUp Labs (or, as applicable, our licensors) owns all legal right, title and interest in and to all other elements of the App, and all intellectual property rights therein (including without limitation, all Art, designs, systems, methods, information, computer code, software, services, "look and feel", organisation, compilation of the content, code, data, and all other elements of the App (collectively, the "SquareUp Labs Materials")).

You acknowledge, covenant, and agree that the SquareUp Labs Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All SquareUp Labs

Materials are the copyrighted property of SquareUp Labs or its licensors, and all trademarks, service marks, and trade names associated with the App or otherwise contained in the SquareUp Labs Materials are proprietary to SquareUp Labs or its licensors. Except as expressly set forth herein, your use of the App does not grant you ownership of or any other rights with respect to any content, code, data, or other SquareUp Labs Materials that you may access on or through the App. We reserve all rights in and to the SquareUp Labs Materials that are not expressly granted to you in these Terms and Conditions.

For the sake of clarity, you acknowledge, covenant, and agree that:

- (i) your purchase of a SquareUp NFT, whether via the App or otherwise, does not give you any rights or licences in or to the SquareUp Labs Materials (including without limitation, our copyright in and to the associated Art) other than those expressly contained in these Terms;
- (ii) you do not have the right, except as otherwise set out in these Terms and Conditions, to reproduce, distribute, or otherwise commercialise any elements of the SquareUp Labs Materials (including without limitation, any Art) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion;
- (iii) you will not apply for, register, or otherwise use or attempt to use any SquareUp Labs trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion;
- (iv) you will not copy or use any code or part of our smart contracts without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion; and
- (v) SquareUp Labs is entitled to restrict, suspend, or terminate your access to the App and the SquareUp Labs software suite and services in accordance with the terms of Clause 3.3.2 above.

### 3.4. Restrictions

You agree that you may not, nor permit any third-party to do or attempt to do any of the foregoing without SquareUp Labs' express prior written consent in each case:

- (i) modify the Art for your Purchased SquareUp NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or colour schemes (your use of Extensions will not constitute a prohibited modification hereunder);
- (ii) use the Art for your Purchased SquareUp NFT to advertise, market, or sell any third-party product or service;

- (iii) use the Art for your Purchased SquareUp NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- (iv) use the Art for your Purchased SquareUp NFT in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms and Conditions or solely for your own personal, non-commercial use;
- (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialise merchandise that includes, contains, or consists of the Art for your Purchased SquareUp NFT, except as expressly permitted in these Terms and Conditions;
- (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art, code, or software for your Purchased SquareUp NFT or the App; or
- (vii) otherwise utilise the Art, code, or software for your Purchased SquareUp NFT or the App for your or any third party's commercial benefit. To the extent that Art associated with your Purchased SquareUp NFT contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows:
  - a. that you will not have the right to use such Third-Party IP in any way except as incorporated in the Art, and subject to the licence and restrictions contained herein;
  - b. that the Commercial Use licence in Clause 3.2.2 above will not apply;
  - c. that, depending on the nature of the licence granted from the owner of the Third-Party IP, SquareUp Labs may need to pass through additional restrictions on your ability to use the Art; and
  - d. to the extent that SquareUp Labs informs you of such additional restrictions in writing (email is permitted), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this licence. The restrictions in this Clause will survive the expiration or termination of these Terms.

### 3.5. Other Terms and Conditions of License

The licence granted in Clause 3.2 above applies only to the extent that you continue to Own the applicable Purchased SquareUp NFT. If at anytime you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased SquareUp NFT for any reason, the licence granted in Section 3.2 will immediately expire with respect to that SquareUp NFT without the requirement of notice, and you will have no further rights in or to the Art for that SquareUp NFT.



### 3.6. Your obligations

You acknowledge, covenant, and agree that you are responsible for your own conduct while accessing or using the App, and for any consequences thereof. You further acknowledge, covenant, and agree to use the App only for purposes that are legal, proper and in accordance with these Terms and Conditions and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third-party to:

- (i) send, upload, list, trade, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- (iii) impersonate another person (via the use of an email address or otherwise);
- (iv) upload, post, transmit or otherwise make available through the App any content that infringes the intellectual proprietary rights of any party;
- (v) use the App to violate the legal rights (such as rights of privacy and publicity) of others;
- (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering);
- (vii) interfere with other users' enjoyment of the App;
- (viii) exploit the App for any unauthorised commercial purpose;
- (ix) modify, adapt, translate, or reverse engineer any portion of the App;
- (x) remove any copyright, trademark or other proprietary rights notices contained in or on the App or any part of it;
- (xi) reformat or frame any portion of the App;
- (xii) display any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;
- (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorised purpose;
- (xiv) create user accounts by automated means or under false or fraudulent pretences; or
- (xv) access or use the App for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your access to the App and/or withdraw your NFT listing and descriptions from the App and the Site.

## 4. FEES AND PAYMENT

- 4.1. Any financial transactions that you engage in will be conducted solely through the Ethereum network and/or any other blockchain that may be supported in the future. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, you covenant and agree that we will have no liability to you or to any third-party for any claims or damages that may arise as a result of any transactions that you engage in via the App, or using the Smart Contracts, or any other transactions that you conduct via the Ethereum network or any other supported blockchain.
- 4.2. Ethereum (as most layer 1 blockchains) requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralised Ethereum network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App.
- 4.3. In addition to the Gas Fee, each time you use our App to conduct a transaction with another user via the App's marketplace, you authorise and direct us to collect a commission at the rate of 5% of the total value of that transaction (each, a "commission payment"). You acknowledge and agree that the commission payment will be transferred directly to us through the Ethereum network as part of your payment. We will not collect commission payments for interactions that do not involve our marketplace.
- 4.4. As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the App (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, sale, or disposal of any of your SquareUp NFTs via the App).

Except for income taxes levied on SquareUp Labs, you covenant and agree that you:

- 4.4.1. will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other tax jurisdiction; and
- 4.4.2. shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms and Conditions. You confirm that you are not a resident of the Republic of Costa Rica nor are you registered for Goods and Services Tax / Value Added tax (GST / VAT) and will inform SquareUp Labs if your status changes in the future.

## 5. TERMINATION

You may terminate these Terms and Conditions at any time by disposing of your SquareUp NFT(s) and discontinuing your access to and use of the App. You will not receive any refunds if you dispose of your SquareUp NFT(s), or otherwise terminate these Terms and Conditions. You covenant and agree that we, in our sole discretion and for any or no reason, may terminate these Terms and Conditions and suspend and/or terminate your access to the App.

You covenant and agree that any suspension or termination of your access to the App may be without prior notice, and that we will not be liable to you or to any third party for any such suspension or termination. If we terminate these Terms and Conditions or suspend or terminate your access to or use of the App due to your breach of these Terms and Conditions or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms and Conditions will be in addition to any other remedies we may have at law or in equity.

Upon any termination or expiration of these Terms and Conditions, whether by you or us, you may no longer have access to information that you have obtained on the App, and you acknowledge, covenant and agree that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

Sections 1.3, 2, 3 through 16 will survive the termination or expiration of these Terms and Conditions for any reason.

## 6. DISCLAIMERS

6.1. You expressly acknowledge, covenant, and agree that your access to and use of the App is at your sole risk, and that the App is provided "as is" and "as available" without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we, our subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors make no express warranties and hereby disclaim all implied warranties regarding the App and any part of it (including, without limitation, the site, any smart contract, or any external websites), including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability. Without limiting the generality of the foregoing, we, our subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors do not represent or warrant to you that:

- 6.1.1. Your access to or use of the App will meet your requirements;
- 6.1.2. Your access to or use of the App will be uninterrupted, timely, secure or free from error;
- 6.1.3. Usage data provided through the App will be accurate;
- 6.1.4. The app or any content, services, or features made available on or through the App are free of viruses or other harmful components, or
- 6.1.5. That any data that you disclose when you use the App will be secure.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you. In any event, we exclude any and all implied warranties to the maximum extent permitted by law.

- 6.2. You accept the inherent security risks of providing information and dealing online over the internet, and acknowledge, covenant and agree that we have no liability or responsibility for any breach of security unless it is due to our gross negligence.
- 6.3. You acknowledge, covenant and agree that our product is a game of chance and you acknowledge the inherent risks involved in games of chance.
- 6.4. We will not be responsible or liable to you for any losses you incur as the result of your use of the Ethereum network, any other supported blockchain or any electronic wallet, including but not limited to any losses, damages or claims arising from:
  - 6.4.1. User error, such as forgotten passwords or incorrectly construed smart contracts or other transactions;
  - 6.4.2. Server failure or data loss;
  - 6.4.3. Corrupted wallet files; or
  - 6.4.4. Unauthorised access or activities by third parties, including but not limited to the use of viruses, phishing, bruteforcing or other means of attack against the App, any supported blockchain, or any electronic wallet.
- 6.5. NFTs are intangible digital assets that exist only by virtue of the ownership record maintained in a supported blockchain. All smart contracts are conducted and occur on the decentralised ledger within the supported blockchain platforms. We have no control over and make no guarantees or promises with respect to smart contracts.
- 6.6. SquareUp Labs is not responsible for losses due to blockchains or any other features of the Ethereum network, any other supported blockchain, or any electronic wallet, including but not limited to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting the Ethereum network (or any other supported blockchain) including forks, technical node issues, or any other issues having fund losses as a result.
- 6.7. SquareUp Labs does not provide investment or financial advice or products. SquareUp Labs, its subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors are not financial advisors. You should consider seeking independent legal, financial, and/or taxation or other advice in relation to your affairs. Always do your own research. You acknowledge, covenant, and agree that our App is not a financial service or product. Our App enables users to mint, list for sale, trade

(bid, purchase, and sell) non-fungible tokens (NFT) owned by independent third-party users (like you).

You further acknowledge, covenant and agree that SquareUp Labs, its subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors have not made any representations in relation to the following:

- 6.7.1. That the use of our App is an investment or financial service or product;
- 6.7.2. That the value of any NFT purchased via our App will increase or appreciate in any manner;
- 6.7.3. That SquareUp Labs, its subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors have the expertise or ability to grow the value of any NFT purchased via the App.

6.8. While care and diligence have been used to maintain the information on the SquareUp Labs website and App, it may not be accurate, current or complete in all respects and, consequently, SquareUp Labs does not make any representations or warranties as to the accuracy, currency, or completeness of the information.

SquareUp Labs is not responsible to you or anyone else for any loss suffered in connection with the use of the SquareUp Labs App and website or any of its content. SquareUp Labs excludes, to the maximum extent permitted by law, any liability which may arise as a result of the use of the SquareUp Labs App (including the website, its content or the information on it, and links to other websites).

Where liability cannot be excluded, any liability incurred by us in relation to the use of the SquareUp Labs App or its content, is limited to the extent provided for by the local consumer laws. To the extent permitted by law, SquareUp Labs will not be liable for any consequential, incidental, indirect or special loss.

6.9. SquareUp Labs does not endorse any cryptocurrency or NFT projects. Any reference to cryptocurrency or NFT projects and partnerships on our website does not constitute an express, or implied endorsement by SquareUp Labs. SquareUp Labs is not liable for any loss caused, whether due to negligence or otherwise arising from the use of, or reliance on, the information provided directly or indirectly, by use of this website and App.

6.10. The linked sites included in this website are not under the control of SquareUp Labs and SquareUp Labs is not responsible for the content of any linked site or any link contained in a linked site, or changes or updates to such sites.

The included links do not expressly or implicitly suggest an endorsement by SquareUp Labs of the site or a relationship with the organisations to which links are provided.

## **7. LIMITATION OF LIABILITY**

- 7.1. You acknowledge, covenant, and agree that we, our subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors will not be liable to you or to any third-party for any indirect, incidental, special, consequential, or exemplary damages which you may incur, howsoever caused and under any theory of liability, including, without limitation, any loss of profits (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss, even if we have been advised of the possibility of such damages. You further covenant and agree that you release SquareUp Labs, our subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors from any liability, damages, claim, or losses that may arise in accordance with this clause 7.1.
  
- 7.2. You acknowledge, covenant, and agree that our total, aggregate liability to you for any and all claims arising out of or relating to these terms or your access to or use of (or your inability to access or use) any portion of the App whether in contract, tort, strict liability, or any other legal theory, is limited to the greater of:
  - 7.2.1. The amounts you actually paid us under these terms in the 12-month period preceding the date the claim arose; or \$100.
  
- 7.3. You acknowledge, covenant, and agree that we have made the App available to you and entered into these terms in reliance upon the warranties, disclaimers, and limitations of liability set forth herein, which reflect a reasonable and fair allocation of risk between the parties and form an essential basis of the bargain between us. You further acknowledge, covenant, and agree that we would not be able to provide the App to you without these limitations.
  
- 7.4. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, and some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so the above limitations may not apply to personal injury claims.
  
- 7.5. You hereby acknowledge, covenant, and agree that you release in perpetuity SquareUp Labs, its subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors from any and all losses, claims, damages, and liability that may arise from the use of our App apart as it is set out in these Terms and Conditions of Use.

## **8. ASSUMPTION OF RISK**

You acknowledge, covenant, and agree as follows:

- 8.1. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your SquareUp NFTs, which may also be subject to significant price volatility. We cannot guarantee that any purchases made via our App will not lose money.
- 8.2. You are solely responsible for determining what, if any, taxes apply to your SquareUp NFT transactions related to our App. SquareUp Labs is not responsible for determining the taxes that apply to your transactions on the App, the Site, or any Smart Contract.
- 8.3. The App does not store, send, or receive NFTs. This is because NFTs exist only by virtue of the ownership record maintained on the App's supporting blockchain. Any transfer of NFT occurs within the supporting blockchain and not on the actual App.
- 8.4. There are risks associated with using an Internet-based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorised access to information stored within your wallet. You accept and acknowledge that SquareUp Labs will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using any supported blockchain, however caused.
- 8.5. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the SquareUp Labs ecosystem, and therefore the potential commercial viability, utility or value of our App and SquareUp NFTs.
- 8.6. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the SquareUp Labs ecosystem, and therefore the potential commercial viability, utility or value of our App and SquareUp NFTs.
- 8.7. Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using the ERC-20 standard, including the SquareUp Labs ecosystem.

## **9. INDEMNIFICATION**

- 9.1. You covenant and agree to indemnify and hold harmless and indemnified SquareUp Labs and its subsidiaries, affiliates, directors, shareholders

officers, agents, employees, team members, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and legal fees arising out of or in any way related to:

- 9.1.1. your breach of these Terms,
- 9.1.2. your misuse of the App, or
- 9.1.3. your violation of applicable laws, rules, or regulations in connection with your access to or use of the App.

You agree that SquareUp Labs will have control of the defence or settlement of any such claims.

## 10. EXTERNAL SITES

- 10.1. The App may include hyperlinks to other websites or resources (collectively, "External Sites"), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge, covenant, and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products, or other materials on or made available from any External Sites.

Furthermore, you acknowledge, covenant, and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites. This Clause 10.1 operates in accordance with the disclaimer set out in Clause 6.9 above.

## 11. AMENDMENTS OR CHANGES TO THESE TERMS AND CONDITIONS OF USE

- 11.1. We may make changes to the Terms and Conditions of Use from time to time. When we make changes, we will make the updated Terms and Conditions of Use available on the App and update the "Last Updated" date at the beginning of these Terms and Conditions accordingly. Please check these Terms and Conditions periodically for changes. Any changes to the Terms and Conditions will apply on the date that they are made, and your continued access to or use of the App after the Terms and Conditions have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms and Conditions, you may not access or use the App.
- 11.2. For the sake of clarity, **Update of Terms** means an update of or modification to these Terms and Conditions in accordance with Clause 11.1, including any Rules, website links or other material referenced herein.



## **12. CHANGES TO THE APP**

- 12.1. We are constantly working on and innovating the App to help provide the best possible experience and services. You acknowledge, covenant, and agree that the form and nature of the App, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the App at any time without notice.

## **13. CHILDREN AND MINORS**

- 13.1. You affirm that you are over the age of 18, as the App is not intended for persons under the age of 18. IF YOU ARE 18 OR OLDER BUT UNDER THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS AND CONDITIONS WITH YOUR PARENT OR GUARDIAN TO ENSURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS OF USE. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A PERSON OVER 18, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT PERSON'S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

## **14. PRIVACY POLICY**

- 14.1. Our Privacy Policy describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms and Conditions. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.
- 14.2. We may collect and hold your personal and contact details, such as your IP address, your wallet address, metadata, cookies, and your SquareUp NFT transaction information in order to monitor and improve the usage of the App and our website.
- 14.3. We do not use your personal information or disclose it to another organisation unless required or authorised by law or court or tribunal, or you have provided your consent, or the assets and operations of our business are transferred to another party as a going concern, or it is necessary to obtain third party services.
- 14.4. We take reasonable precautions to protect the personal information we hold from misuse, loss, unauthorised access, modification, or disclosure.

- 14.5. We collect personal information through software such as cookies.
- 14.6. This Privacy Policy does not apply to linked websites.

## **15. DISPUTE RESOLUTION AND ARBITRATION**

Please read this Clause 15 carefully. It requires you to arbitrate disputes with SquareUp Labs and limits the manner in which you can seek relief from us.

- 15.1. All disputes against SquareUp Labs, its subsidiaries, affiliates, directors, shareholders officers, agents, employees, team members, advertisers, licensors, suppliers or partners arising out of or in connection with these Terms and Conditions, including without limitation your access or use of the App, or to any products provided, sold or distributed through the App will be referred to and finally resolved by arbitration under the rules of the UKJT Digital Dispute Resolution Rules. The appointing authority of the arbitrator will be an organisation operating under the said dispute resolution rules. You acknowledge, covenant, and agree that SquareUp Labs is solely entitled to nominate and refer the matter for arbitration to an arbitration organisation of SquareUp Labs's choice, subject to the said organisation adjudicating the matter in accordance with the said dispute resolution rules. The case will be adjudicated by a single arbitrator and will be administered by the appointing authority nominated by SquareUp Labs in accordance with its applicable rules.
- 15.2. Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that you cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, SquareUp Labs will pay them for you. The place of arbitration will be chosen by the appointing authority. You may choose to have the arbitration conducted by written submissions only. The language of the arbitration will be English. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, SquareUp Labs may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these Terms and Conditions are specifically enforceable by SquareUp Labs through injunctive relief and other equitable remedies without proof of monetary damages.
- 15.3. With respect to any dispute arising out of or related to these Terms and Conditions, including without limitation disputes related to the App, or any products provided, sold or distributed through the App:
  - 15.3.1. You hereby expressly waive your right to have a trial by jury in the jurisdiction that it is applicable; and

- 15.3.2. You hereby expressly waive your right to participate as a member of a class of claimants in any lawsuit, including but not limited to class action lawsuits involving any such dispute.

## 16. SERVICES NOT OFFERED IN CERTAIN JURISDICTIONS

- 16.1. You hereby acknowledge, covenant, and agree that we do not offer our services and do not carry on business in the Republic of Costa Rica and the United States of America.
- 16.2. You further acknowledge, covenant and agree that users that are tax residents or located at the jurisdictions mentioned in clause 16.1 above are not allowed to access or use our app.
- 16.3. In the event that you breach this clause 16, you covenant and agree that we may suspend or terminate your access to our website and app without prior notice and you hereby irrevocably release in perpetuity SquareUp Labs, its subsidiaries, affiliates, directors, shareholders, employees, team members, contractors, and licensors from any and all losses, claims, damages, and liability that may arise from the suspension or termination of your access to our app as a result of breaching this clause 16.
- 16.4. You shall not purchase or otherwise acquire any of our NFTs and products if you are: a citizen, resident (tax or otherwise), and/or green card holder, incorporated in, owned or controlled by a person or entity in, located in, or have a registered office or principal place of business in the U.S. (defined as a U.S. person), or if you are a person in any jurisdiction in which such offer, sale, and/or purchase of any of our NFTs or products is unlawful, prohibited, or unauthorised (together with U.S. persons, a “Restricted Person”). The term “Restricted Person” includes, but is not limited to, any natural person residing in, or any firm, company, partnership, trust, corporation, entity, government, state or agency of a state, or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is established and/or lawfully existing under the laws of, a jurisdiction in which such offer, sale, and/or purchase of any of our products is unlawful, prohibited, or unauthorised). You shall not resell or otherwise transfer any of our products to any Restricted Person, including but not limited to, citizens, residents, or green card holders of the United States of America or any natural person or entity within the United States of America. The transfer or resale of any of our products to any Restricted Person is not permitted.
- 16.5. None of our products have been or will be registered under the U.S. Securities Act of 1933, as amended, or with any securities regulatory authority of any state or other jurisdiction of the U.S. Our products may not be offered, sold, or delivered within the U.S. to, or for the account or benefit of, Restricted Persons. Our products that may be offered on

secondary markets and other platforms are not for distribution to any Restricted Person. No offers, sales, resales, or deliveries of any of our products may be made in or from any jurisdiction (including the U.S.), except in circumstances that will result in compliance with any applicable laws and regulations and that will not impose any obligations on SquareUp Labs. Persons who obtain our products are required to inform themselves about and adhere to any such restrictions. SquareUp Labs reserves the right to impose further restrictions at its sole discretion, which will be communicated through its terms of service or on its website.

- 16.6. You understand that SquareUp Labs is not registered or licensed by the Commodity Futures Trading Commission, Securities and Exchange Commission, Financial Crimes Enforcement Network, or any financial regulatory authority, and that no financial regulatory authority has reviewed or approved the website. You further understand that SquareUp Labs is not acting as an investment adviser or commodity trading adviser (as those terms are defined under U.S. law) to any person, does not offer securities services in the United States or to U.S. persons, and that the contents of this website do not constitute advice or recommendations concerning any commodity, security or other asset.
- 16.7. Additionally, no person may acquire SquareUp Labs NFTs and products unless they are:
- 16.7.1. not a “U.S. Person” as defined in Rule 902 of Regulation S promulgated under the Securities Act;
  - 16.7.2. not offering, trading or holding SquareUp Labs NFTs or products for the account or benefit of any U.S. Person;
  - 16.7.3. not intending to sell, grant any participation in, or otherwise distributing SquareUp Labs NFTs and products to any U.S. Person;
  - 16.7.4. not a “U.S. person” as defined in 17 C.F.R. § 23.23(a)(23) of the CFTC Cross-Border Swaps Rule;
  - 16.7.5. not acquiring SquareUp Labs assets for the account or benefit of any U.S. person;
  - 16.7.6. not intending to sell, grant any participation in, or otherwise distributing SquareUp Labs NFTs or products to any U.S. Person; and
  - 16.7.7. Not intending to offer, sell, or distribute SquareUp Labs NFTs or products or have a direct or indirect participation in any such undertaking or the underwriting of any such undertaking.

## **17. GENERAL PROVISIONS**

- 17.1. These Terms and Conditions and any included website links constitute the entire legal agreement between you and SquareUp Labs, govern your access to and use of the App and completely replace any prior or contemporaneous agreements between the parties in relation to your access to or use of the App, whether oral or written.

- 17.2. There are no third-party beneficiaries to these Terms and Conditions. The parties are independent contractors, and nothing in these Terms and Conditions create any agency, partnership, or joint venture.
- 17.3. The language in these Terms and Conditions will be interpreted as to its fair meaning, and not strictly for or against any party.
- 17.4. You may not assign any or your rights or obligations under these Terms and Conditions, whether by operation of law or otherwise, without our prior written consent.
- 17.5. We may assign our rights and obligations under these Terms and Conditions in our sole discretion to an affiliate, or in connection with an acquisition, sale, or merger.
- 17.6. Should any term or provision of these Terms and Conditions be held void, voidable, invalid, or unenforceable, then that term or provision shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void, it shall be binding in that changed or reduced form. Subject to this Clause, each provision and term shall be interpreted as severable and shall not in any way affect any other term and condition. The remaining Terms and Conditions will remain in full force and effect.
- 17.7. In the event of any conflict between any provision of these Terms and Conditions and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the provisions of these Terms and Conditions shall prevail.
- 17.8. Our failure to enforce any provision of these Terms and Conditions will not be deemed a waiver of such provision, nor of the right to enforce such provision at a later time.
- 17.9. The validity, construction, and performance of these Terms and Conditions will be governed by and construed in accordance with the laws of the Republic of Costa Rica applicable therein, excluding its conflicts of law rules and principles.
- 17.10. Subject to Clause 15, any legal action or proceedings arising under these Terms and Conditions will be brought exclusively in the courts located in the Republic of Costa Rica and the parties irrevocably consent to the personal jurisdiction and venue there.
- 17.11. We will not be liable for any failure or delayed performance of our obligations that result from any condition beyond our reasonable control, including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, acts of God, labour conditions, power failures, Internet disturbances, or acts or omissions of third parties.

- 17.12. You acknowledge, covenant, and agree that we may provide you with notices (including, without limitation those regarding changes to these Terms and Conditions) by email, or postings on our Website, or our social media platforms. By providing us with your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.