

GNOSIS OWL TOKEN GENERATION INTERFACE

TERMS AND CONDITIONS

Last Updated: March 2019

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. YOU AGREE AND UNDERSTAND THAT IF WE CANNOT RESOLVE A DISPUTE THROUGH OUR SUPPORT TEAM, ALL YOUR CLAIMS ARISING UNDER THIS USER AGREEMENT SHALL BE SETTLED IN BINDING ARBITRATION. YOU ALSO AGREE AND UNDERSTAND THAT ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF ANY RIGHT, IF ANY, TO A TRIAL BY JURY AND PARTICIPATION IN A CLASS ACTION LAWSUIT.

1. Gnosis

- 1.1. Reference in these terms to “**Gnosis**”, “**We**”, “**Our**” or “**Us**” are references to Gnosis Ltd, a company registered in Gibraltar with company number 115571, with its registered office at World Trade Center, 6 Bayside Rd, GX111AA Gibraltar.
- 1.2. You can contact us at legal@gnosis.pm.

2. Scope of Terms

- 2.1. These are the general terms and conditions ("**Terms**") that apply to the use of Gnosis' OWL Token Generation Interface (as defined in clause 3 below) during the Generation Period (as defined below).
- 2.2. By using the OWL Token Generation Interface you agree to be bound by these Terms. If you do not accept these Terms, do not use the OWL Token Generation Interface.
- 2.3. You are responsible for ensuring that all persons who access or use the OWL Token Generation Interface through your device or internet connection are aware of these Terms, and that they comply with them.
- 2.4. Save as otherwise set out in these Terms, these Terms (including any terms incorporated herein by reference and not expressly excluded) govern only your use of the OWL Token Generation Interface.
- 2.5. The use of OWL Tokens in connection with services other than the OWL Token Generation Interface shall be subject to and governed by such other applicable terms, conditions and policies.

3. OWL Token Generation

- 3.1. The utility of OWL Tokens includes but is not limited to accessing, using and taking part in the services of the ERC20 ecosystem. Services offered by Gnosis will accept

OWL Tokens to pay fees. Other services or smart contract systems may similarly utilise OWL tokens.

- 3.2. OWL Tokens can only be created by activating the utility of “**GNO Tokens**”, Gnosis’ proprietary ERC20 token which was created and issued by Gnosis during its smart-contract based crowd contribution campaign (“**Token Sale**”).
- 3.3. Gnosis has deployed a smart contract on the Ethereum blockchain (the ‘**Smart Contract**’) for the purposes of creating and issuing OWL Tokens to GNO tokenholders who lock their GNO Tokens into the Smart Contract at any time during the Generation Period, as further described in this clause 3 below.
- 3.4. To generate OWL Tokens, you shall transfer GNO Token(s), or any fraction thereof, to the Smart Contract using the interface which can be found at <https://owl.gnosis.io> (the ‘**OWL Token Generation Interface**’) at any time during the period commencing on **16 April 2019 at 12pm (noon) CEST** and ending on **22 May 2019 11:59am CEST** (the ‘**Generation Period**’), taking into consideration the time needed for mining the transaction on the blockchain.
- 3.5. The OWL Token Generation Interface will allow you to select the amount of GNO Tokens that you wish to transfer from your ERC20 Compatible Wallet (as defined in sub-clauses 3.7-3.8 below) to the Smart Contract.
- 3.6. OWL Tokens shall be generated at a rate of two (2) OWL Tokens for every one (1) GNO Token locked into the Smart Contract during the Generation Period, irrespective of how long the GNO Token(s) are locked into the Smart Contract. The amount of OWL Tokens to be generated by the Smart Contract will be displayed on the OWL Token Generation Interface for your information after you have indicated the number of GNO Tokens that you wish to transfer to the Smart Contract.
- 3.7. **GNO Tokens must be transferred to the Smart Contract, using the OWL Token Generation Interface, from an ERC20 compatible wallet through which you have access to and control of your private keys (“ERC20 Compatible Wallet”; see clause 3.8). Do not under any circumstances send GNO Tokens to the Smart Contract using a cryptocurrency exchange wallet or any cryptocurrency wallet through which you do not have access to and control of your private keys.**
- 3.8. **Tested ERC20 compatible cryptocurrency wallets are ONLY the Gnosis Safe (<https://safe.gnosis.io/>) and Metamask (www.metamask.io). Other wallets may work (given that both, GNO and OWL tokens are ERC20 compatible). However, the OWL Token Generation Interface was not scrutinised with other wallets, whereas both the Gnosis Safe and Metamask were tested and are recommended for use. The use of all wallets is at your own risk. As a browser, we only recommend Chrome, although other browsers might also be compatible with the Gnosis Safe and Metamask. The use of all browsers is at your own risk.**
- 3.9. You will bear all gas costs and other costs and fees (collectively, “**OWL Generation Costs**”) with respect to transferring GNO Tokens to the Smart Contract and claiming GNO Tokens back from the Smart Contract following the conclusion of the Generation Period, as further described in clause 3.10. You must therefore have a

sufficient amount of Ether in your ERC20 Compatible Wallet in order to cover the OWL Generation Costs.

- 3.10. You acknowledge and accept that the transfer of GNO Tokens, either to or from the Smart Contract may be delayed, rejected, or otherwise not processed due to:
- (i) your failure to include a sufficient amount of Ether as gas to cover the OWL Generation Costs; and/or
 - (ii) network congestion or fault, or other errors outside of Gnosis' control in processing transfer on the Ethereum blockchain.
- 3.11. The Smart Contract's receipt of your GNO Tokens shall trigger a smart contract operation pursuant to which OWL Tokens shall be generated and autonomously delivered to your ERC-20 Compatible Wallet on conclusion of the smart contract operation.
- 3.12. GNO Tokens sent to the Smart Contract for the purposes of generating OWL Tokens shall remain locked in the Smart Contract until the end of the Generation Period on **16 April 2019 12pm (noon) CEST** and you shall not be able to access, unlock, trade, transfer or otherwise deal with your GNO Tokens in any way until the conclusion of the Generation Period.
- 3.13. Following the conclusion of the Generation Period, you shall be required to claim your GNO Tokens from the Smart Contract through the claims procedure contained within the OWL Token Generation Interface. GNO Tokens can be re-claimed from **22 May 2019 12pm (noon) CEST** onwards to the *same* ERC20 Compatible Wallet that was used to lock. Failure to claim your GNO Tokens through the claims procedure contained within the OWL Token Generation Interface may make it more difficult for you to reclaim the GNO contained in the Smart Contract. We highly recommend to use the provided interface within 8 weeks of being able to claim to ensure that the interface is readily available for you. Experienced persons could potentially interact with the Smart Contract directly; however, we do not recommend this.

4. Licences and Access

- 4.1. We are the owner or the licensee of all intellectual property rights in the OWL Token Generation Interface and the Smart Contract. Such intellectual property rights are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 4.2. Subject to your compliance with these Terms, Gnosis grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the OWL Token Generation Interface and the Smart Contract for the purposes of generating OWL Tokens. This licence does not include any resale or commercial use or any derivative use of the OWL Token Generation Interface or the Smart Contract. All rights not expressly granted to you in these Terms are reserved and retained by Gnosis or its licensors. Neither the OWL Token Generation Interface nor the Smart Contract may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial

purpose without the express prior written consent of Gnosis. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Gnosis without the express prior written consent of Gnosis. You may not misuse the OWL Token Generation Interface or the Smart Contract. You may use the OWL Token Generation Interface or the Smart Contract only as permitted by law. In the event of non-compliance, the licence granted by Gnosis shall automatically be revoked and terminated and we reserve the right to pursue any available legal and equitable remedies.

5. Token Functionality

- 5.1. Ownership of OWL Tokens carries no rights, whether express or implied, other than as per clause 3. above.
- 5.2. In particular, you understand and accept that OWL Tokens do not represent or constitute:
 1. any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
 2. any right to receive future revenues, profits, shares, equities, securities or any other form of participation or governance right in or relating to the OWL Token, GNO Token, the OWL Token Generation Interface, Gnosis, its products, services and/or platforms;
 3. any form of money or legal tender in any jurisdiction nor do they constitute any representation of money (including electronic money).

6. Your Warranties and Representations

By using the OWL Token Generation Interface and accepting these Terms you hereby represent and warrant that:

- 6.1. you have read and understood these Terms and agree to be bound by the same;
- 6.2. you have reached the legal age of majority in your jurisdiction and have the necessary consent and authorisation to use the OWL Token Generation Interface for the purposes of generating OWL Tokens and you agree to provide legitimate and lawful documentation proving such status if requested or required by Gnosis;
- 6.3. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (such as ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
- 6.4. you have obtained sufficient information about the potential future use and functionality of the OWL Tokens to make an informed decision to participate in the

generation of OWL Tokens through the OWL Token Generation Interface pursuant to these Terms;

6.5. you shall not misuse the OWL Token Generation Interface and/or the Smart Contract by knowingly introducing viruses, trojans, bugs, worms or other material that is malicious or technologically harmful. You shall not attempt to gain unauthorised access to the OWL Token Generation Interface and/or to interact with the Smart Contract in any matter not contemplated by these Terms. In the event you introduce or seek to introduce any harmful material into the OWL Token Generation Interface and/or the Smart Contract or otherwise attack the OWL Token Generation Interface and/or the Smart Contract in any way, we reserve the right to report any such activity to the relevant law enforcement authorities and/or to seek legal redress;

6.6. you are not using the OWL Token Generation Interface and/or any generated OWL Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes than referred to in clause 3;

6.7. you shall not use OWL Tokens to finance, engage in, or otherwise support any unlawful activities;

6.8. using the OWL Token Generation Interface and receiving OWL Tokens under this Agreement is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and shall be used in full compliance with applicable laws (including, but not limited to, in compliance with any tax or disclosure obligations to which you may be subject in any relevant jurisdiction);

6.9. you will comply with any applicable tax obligations in your jurisdiction arising from your use of the OWL Token Generation Interface or otherwise arising as a result of your acquisition, storage, sale or transfer of OWL Tokens;

6.10 you understand and accept the risks of using the OWL Token Generation Interface and acknowledge that these risks are substantial. You further warrant and represent that you are willing to accept the risk of loss associated with the use of the OWL Token Generation Interface.

7. Risks

By using the OWL Token Generation Interface and agreeing to these Terms you expressly agree that the creation and issue of OWL Tokens carries significant financial, regulatory and reputational risks and that you acknowledge, accept and assume such risks which include, but are not limited to:

- a. **Risk of software weaknesses**: because GNO Tokens, OWL Tokens, the OWL Token Generation Interface and the Smart Contract are based on the Ethereum blockchain infrastructure, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on any of the foregoing. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the foregoing, by rendering ineffective

the cryptographic consensus mechanism that underpins the Ethereum blockchain. The smart contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating the OWL Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of GNO Tokens used to generate the OWL Tokens and/or the OWL Tokens themselves.

- b. **Regulatory risk**: blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations to, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract and which may, inter alia, result in substantial modifications to the OWL Token Generation Interface, including its discontinuance the loss of your ability to generate OWL Tokens and/or the loss of GNO Tokens used to generate them.
- c. **Risks associated with uncertain regulations and enforcement actions**: the regulatory status of the OWL Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the OWL Token Generation Interface, GNO Tokens and/or OWL Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the OWL Token Generation Interface, GNO Tokens and/or OWL Tokens. Regulatory actions could negatively impact the OWL Token Generation Interface, GNO Tokens and/or OWL Tokens in various ways.
- d. **Risk of abandonment / lack of success**: the creation and issue of the OWL Tokens and the continued development of its products, services and/or platforms may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that you will receive any benefits through the generation of OWL Tokens.
- e. **Risk associated with other applications**: the products , services, platforms and/or the OWL Token Generation Interface may give rise to other, alternative projects, promoted by unaffiliated third parties, under which the OWL Tokens will have no intrinsic value.
- f. **Risk of losing access to tokens due to loss of private key(s), custodial error or your error**: if your private key, seed words, password or other credentials relating to your ERC20 Compatible Wallet are lost or stolen, the GNO Tokens used to generate the OWL Tokens and/or OWL Tokens themselves may be irretrievable,

unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, seed words, password or other credentials relating to your ERC20 Compatible Wallet, may be able to misappropriate your OWL Tokens and/or GNO Tokens.

- g. **Risk of theft:** the smart contract system comprising the underlying software application and software (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of OWL Tokens or the GNO Tokens used to generate them. Furthermore, because the OWL Token Generation Interface is based on open-source software, there is a risk that a third party or a member of our team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the OWL Token Generation Interface or Smart Contract, which could negatively affect the OWL Token Generation Interface and the OWL Tokens.
- h. **Risk of Ethereum mining attacks:** as with other cryptocurrencies, the Ethereum blockchain used for the OWL Token Generation Interface and the Smart Contract is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. By using the OWL Token Generation Interface you understand and accept that the network of miners will ultimately be in control of the generation and delivery of the OWL Tokens via the Smart Contract, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract, and that such a scenario could lead to a loss of GNO Tokens and/or OWL Tokens generated therefrom.
- i. **Risk of hard-fork:** the Smart Contract may need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes. As part of this, an upgrade to the OWL Tokens may be required (hard-fork of the OWL Tokens) and that, if you decide not to participate in such an upgrade, you may no longer be able to use your OWL Tokens and any non-upgraded OWL Tokens may lose their functionality in full.
- j. **Risks arising from taxation:** the tax characterization of the OWL Tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of the OWL Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

- k. **Risk of dissolution of Gnosis:** it is possible that, due to any number of reasons, including, but not limited to, a decrease in the OWL Tokens utility due to negative adoption of Gnosis' products, services and/or the platforms, the failure of commercial relationships or intellectual property ownership challenges, the products, services, platforms and/ or the OWL Token Generation Interface may no longer be viable to operate and Gnosis may dissolve and may not be able to continue the development of its products, services, platforms and/or the OWL Token Generation Interface.

- l. **Risks arising from the market in which the OWL Token Generation Interface operates:** the OWL Token Generation Interface may be subject to a variety of federal, state, national and international laws and regulations. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the OWL Token Generation Interface could be enacted, which could negatively impact or prohibit the use of the OWL Token Generation Interface. Additionally, users of the OWL Token Generation Interface may be subject to or otherwise adversely affected by industry specific laws and regulations or licensing requirements. If for whatever reason Gnosis is unable or fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the OWL Token Generation Interface and/or the OWL Tokens to be generated therefrom.

- m. **Unanticipated Risks:** cryptographic tokens such as the OWL Tokens are a new and untested technology. In addition to the risks set out herein in these Terms, there are other risks associated with your acquisition, storage, transfer and use of the OWL Token Generation Interface and the OWL Tokens, including those that Gnosis may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out herein.

8. Audit of the Smart Contract

8.1. We shall exercise reasonable endeavor to have the Smart Contract audited and approved by technical experts with regard to both accuracy and security of the underlying code.

8.2. Notwithstanding clause 8.1 smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract, OWL Token Generation Interface and/or the OWL Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of your OWL Tokens and/or the GNO Tokens used to generate them.

9. Security

You shall be responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to interact with the OWL Token Generation Interface and to receive and store OWL Tokens that are issued to you by the Smart Contract and/or the GNO Tokens used to generate the OWL Tokens, including any requisite private key(s), seed words or other credentials necessary to access such storage mechanism(s). If your private key(s), seed words or other access credentials are lost, you may lose access to your OWL Tokens and may not be able to retrieve the GNO Tokens used to generate them. Gnosis shall not be responsible for any security measures relating to the wallet vault or other storage mechanism you use to interact with the OWL Token Generation Interface or your receipt, possession, storage, transfer or potential future use of the OWL Tokens. Gnosis hereby excludes (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions, which result in your loss of (including your loss of access to), or the GNO Tokens used to generate OWL Tokens or any OWL Tokens generated using the OWL Token Generation Interface.

10. Intellectual Property

10.1. In this clause 10, “**Gnosis IP Rights**” means in relation to Gnosis, the GNO Tokens, OWL Tokens, Smart Contract, OWL Token Generation Interface and the Project Documentation, all:

- a. patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration;
- b. all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and
- c. all applications, extensions and renewals in relation to any such rights.

10.2. Except as expressly set out in these Terms you shall not be entitled, for any purpose, to any of Gnosis’ IP Rights. Gnosis shall at all times retain ownership, including all rights, title and interests in and to Gnosis’ IP Rights (except for title to any OWL Tokens which are generated under these Terms) and you understand and accept that by using the OWL Token Generation Interface pursuant to these Terms you shall not:

- a. acquire or otherwise be entitled to any of Gnosis’ IP Rights;
 - b. make a claim in respect of any of Gnosis’ IP Rights or any other equivalent rights;
- or

use, attempt to use, copy, imitate or modify (whether in whole or in part) any of Gnosis’ IP Rights, except with Gnosis’ prior written consent.

11. Indemnification and Liability

11.1. You agree to release and to indemnify, defend and hold harmless Gnosis and our parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, contractors, shareholders and representatives (hereinafter, the “**Indemnified Parties**”) of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including reasonable legal fees and court costs) claims or actions of any

kind whatsoever arising or resulting from your use of the OWL Token Generation Interface, your breach of these Terms, and any of your acts or omissions that infringe the rights of any person. Gnosis reserves the right, at its own expense, to assume exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Gnosis in the defence of such matter.

11.2. The indemnity set out in clause 11.1 is in addition to, and not in lieu of, any other remedies that may be available to Gnosis under applicable law.

11.3 Except in the event of any damage caused by Gnosis' fraud, wilful default and/or gross negligence, in no circumstances shall Gnosis be liable to you (whether in contract, tort, breach of statutory duty, restitution or otherwise) for any of the following types of losses:

- a. any loss of profits, loss of business, loss of revenue or income, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated savings or like loss; and
- b. incidental, indirect, consequential, special or punitive losses and damages,

in each case regardless of the cause of action, whether Gnosis was advised of the possibility of such losses arising and/or whether such losses were foreseeable.

11.4. For the avoidance of doubt, nothing in this clause 11 shall exclude or limit liability for any losses in respect of which it would be unlawful to exclude or limit liability.

11.5. Without prejudice to the foregoing provisions of this clause 11, Gnosis' maximum aggregate liability to you under or in connection with these Terms shall not exceed the market value of GNO Tokens used to generate OWL Tokens on the date and time that you lock your GNO Tokens into the Smart Contract.

12. Disclaimers

To the fullest extent permitted by applicable law and except as otherwise specified in writing by Gnosis:

- a. OWL Tokens shall be created and issued on an "as is" and "as available" basis, without any warranties or representations of any kind, and Gnosis expressly disclaims all warranties and representations relating to the OWL Tokens and/ or the OWL Token Generation Interface (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b. Gnosis does not represent or warrant that OWL Tokens and/or the OWL Token Generation Interface shall be reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
- c. Gnosis cannot and does not represent or warrant that the OWL Tokens or the delivery mechanism for the OWL Tokens or the OWL Token Generation Interface shall be free of viruses or other harmful components.

13. Data Protection Notice

In order to use the OWL Token Generation Interface we may collect personal data such as your ERC20 Compatible Wallet public key. This data is necessary either for the performance of our obligations under these Terms or necessary in order to allow you to interact with the OWL Token Generation Interface. All personal data collected in connection with the performance of these terms or your use of the OWL Token Generation Interface shall be collected, processed and stored in accordance with our Privacy Policy which also contains information on your rights to access; rectification; erasure; restriction on processing; objection to processing and portability of your data.

14. Termination

In the event you breach any of these Terms, Gnosis may immediately terminate or suspend your use of the OWL Token Generation Interface without prior notice or liability. Upon termination or suspension, your right to use the OWL Token Generation Interface shall immediately cease.

15. Force Majeure

Neither Gnosis nor any of Gnosis' Indemnified Parties shall be liable or responsible to you or be deemed to have breached these Terms, for any failure or delay in fulfilling or performing its obligations hereunder, if and to the extent such failure or delay is caused by, results from or is otherwise connected to acts beyond its reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest or strife; (d) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees introduced or received following the date of this Agreement and which are binding on Gnosis; or (e) action by any nation or government, state or other political subdivision thereof, any entity exercising legislative, regulatory, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or council.

16. Miscellaneous

16.1 If any court determines that any term, clause, sub-clause or provision of these Terms are invalid or unenforceable, any invalidity or unenforceability will affect only that term, clause, sub-clause or provision and will not make any other term, clause, sub-clause or provision of these Terms invalid or unenforceable and these Terms shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

16.2 These Terms constitute the entire agreement between the parties in relation to its subject matter. These Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the parties, whether oral or written, public or private, in relation to that subject matter.

16.3 You acknowledge that by accepting these Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Gnosis in relation to the subject matter of these Terms at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

17. Complaints Procedure

17.1 If a problem arises between you and Gnosis, our goal is to learn about the problem and address your concerns. We therefore ask you to refer the matter first to our support team at info@gnosis.pm and include the following information:

- (a) your name and surname;
- (b) your e-mail address (or other recognition details);
- (c) your ERC20 Compatible Wallet address;
- (d) detailed enquiry description;
- (e) the date and time that the issue arose;
- (f) the outcome you are seeking.

17.2 If you receive a response from the support team but deem it unsatisfactory, or if you have not received an e-mail within two weeks, you may contact our legal team at legal@gnosis.pm. Both teams shall:

- (a) send an initial e-mail confirming the receipt of your complaint;
- (b) send an official response to you within 14 business days respectively;
- (c) try to resolve the matter as soon as reasonably possible;
- (d) inform you of the outcome.

17.3 Your right to legal recourse remains unaffected by the existence or use of this complaints procedure.

18. Dispute Resolution

18.1 In the event a dispute or claim arising out of or relating to these Terms, including any question regarding their existence, validity or termination as well as non-contractual disputes or claims (a “**Dispute**”), cannot be resolved amicably, you must first seek settlement of such Dispute by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause 18. If the Dispute is not settled by mediation within 40 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause 18. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be one; and the seat, or legal place, of arbitration shall be London.

18.2 Notwithstanding the foregoing, Gnosis, at its sole option, may choose to submit any Dispute to the courts of any competent jurisdiction. If arbitration has been initiated by you at the time that we choose to submit the matter to a court of competent jurisdiction, then it is agreed that such arbitration is to be discontinued, unless the court invoked by us finds that Gnosis has waived such right by substantially participating in the arbitration without having raised its right under this clause 18. You hereby irrevocably (i) submit to the non-exclusive jurisdiction of the courts of Gibraltar, (ii) waive any objection which you may have at any time to the laying of venue of any proceedings brought in such courts, (iii) waive any claim that such proceedings have been brought in an inconvenient forum, and (iv) further waives the

right to object with respect to such proceedings that any such court does not have jurisdiction over you.

18.3 You agree and understand that by entering into these Terms, you expressly waive any right, if any, to a trial by jury and right to participate in a class action lawsuit.

18.4 The governing law of this clause 18 shall be the laws of England & Wales without regard to conflict of law principles.

19. Governing Law of Terms

These Terms (except clause 18) shall be governed by and construed in accordance with the substantive laws of Gibraltar without regard to conflict of laws principles.