

WORLDCOIN USER TERMS AND CONDITIONS

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

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

Please note two especially important parts of these Terms:

You agree to resolve any disputes between you and Worldcoin through binding arbitration rather than in court. Please review the section below titled "Dispute Resolution; Arbitration and Waiver of Class Action" for details.

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

Notifications. From time to time, we may send you notices (emails, texts, and other automated communications) about the Services. You can choose how you would like to receive these notices through the settings of the Worldcoin application. You can also change your preferences or disable notices at any time. Due to circumstances outside of our control, notices may be delayed or prevented. We will do our best to provide timely and accurate notifications, but cannot make any guarantees. You may receive notifications that include your username, account balance, and other account information. If you receive notifications via text message, your mobile service provider may charge you standard text messaging fees.

Privacy and Your Data. Our Privacy Statement (at <https://getworldcoin.com/privacy>) describes the data we collect from you and how we use it. Please do not use the Services if you do not want us to collect or use your data in the manner described in the Privacy Statement.

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

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

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

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

Availability. Webpages describing the Services are accessible worldwide, but this does not mean all Services or service features are legal or available in your country. Access to certain Services (or certain Service features) in certain countries may be blocked by us or foreign governments. You may not use VPN or similar tools for the purpose of circumventing any restrictions. **It is your responsibility to make sure that your use of the Services is legal where you use them.** Services are not available in all languages.

Worldcoin Application and Your Digital Currencies.

The Worldcoin application consists of a digital currency wallet and related functionalities provided exclusively by Worldcoin. The application is capable of supporting WLD and any other digital currencies we choose to support (collectively, "Supported Currencies"). These functionalities may require you to provide additional account information (i.e., you need to verify your phone number before you can allow other users to find you using your phone number). The digital currency wallet is made available to you on a non-custodial basis enabling you to self-custody your WLD and any Supported Currencies. We may also allow you to use your own digital currency wallet in connection with our application.

The Worldcoin Services, including the application, include the following risks:

Supported Currencies. You have full custody of the WLD and the Supported Currencies in your digital currency wallet. Ownership of any Supported Currencies in your digital currency wallet will at all times remain with you, and you will bear all risk of loss related to your use of the Services to manage your Supported Currencies. We do not control the Worldcoin blockchain ledger or the ledger of any other Supported Currency, and we do not have the ability to reverse or modify your Account transactions.

Supported Currencies are not legal tender and are not backed by any sovereign government. The laws governing Supported Currencies are constantly changing and may affect your ability to use, transfer, or exchange Supported Currencies. The risk of loss of the value of a Supported Currency may be substantial and losses may occur over a short period of time. We have no liability for any fluctuations in the value of your Supported Currencies.

Loss of Credentials. When you choose to let us create a digital currency wallet for you, our software generates a cryptographic private and public key pair that you may use to send and receive WLD and any other Supported Currencies. We may allow you to associate your application or your wallet with a password or passphrases (collectively, your "Credentials"). We are unable to recover your Credentials or restore access to either the application or the digital currency wallet if you lose access to or forget your Credentials. We encourage you to backup the Credentials, but you are solely responsible for managing and maintaining your Credentials. Worldcoin is not responsible for maintaining your Credentials, for any unauthorized access to the Services, or for the loss of any Supported Currencies.

Network Fees. We do not charge you any fees to use the Services. However, the software protocols that facilitate transactions in your Supported Currencies may impose a fee, and may award the fee to other users who secure the validity and authenticity of transactions ("Network Fees"). We may estimate the Network Fee before you initiate a transaction, but we do not control the amount of any Network Fee and we are not responsible if our estimate of your Network Fees is incorrect. Some Supported Currency software protocols may allow you to select the amount of the Network Fee. You are solely responsible for paying Network Fees and for the amounts you choose to pay, and we will not advance or fund any Network Fees on your behalf.

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

Acceptable Use

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

Prohibited Uses include:

Illegal Activity: Any activity that would violate, or assist in the violation of, any sanctions programs administered by OFAC; violate, or assist in the violation of, any laws in the countries where Worldcoin conducts business; involve proceeds of any illegal activity; or publish, distribute, or disseminate any illegal material or information.

Excessive Use or Hacking: Any activity that imposes an unreasonable or disproportionately large load on our infrastructure; detrimentally interferes with, intercepts, or expropriates any system, data, or information; transmits or uploads any material to the Services that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; or attempts to gain unauthorized access to the computer systems or networks connected to the Services.

Abuse of Others: Any activity that interferes with another person’s access to or use of the Services; defames, abuses, extorts, harasses, stalks, threatens, or otherwise violates or infringes upon another person’s privacy, intellectual property, or any other legal rights; incites, threatens, facilitates, promotes, or encourages hatred, racial intolerance, or violent acts against others; or harvests, scrapes, or collects another user’s Data from the Services without permission.

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

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

Reliance on Content; Changes to the Services. The information and material we provide to you through the Services (“Content”) are solely for general information purposes, and we do not guarantee its accuracy, usefulness, or completeness. Any reliance you place on our Content is strictly at your own risk. We have no liability or responsibility for any actions you take or do not take because of the

Content, or for anyone with whom you share the Content. Other users' statements describing their use of our Services found on the Services or anywhere else should not be viewed as our endorsement of their statements if the statements are inconsistent with these Terms or our Content. We may update the Content from time to time, but such Content may not be complete or up-to-date, and we are under no obligation to you to update the Content or any other part of the Services. We may modify or discontinue, temporarily or permanently, any part or all of the Content or Services without prior notice to you. We will not be liable for any modification, suspension, or discontinuance of part or all of the Content or the Services.

Third-Party Services and Content. We may provide links to educational materials, webinars, meet-ups, and promotions on social media platforms ("Third-Party Services") that enable sharing and collaboration among Worldcoin users and other third parties. If you share any personal information, pictures, opinions, content, or any other Data on those services, you do so at your own risk, and your use of those services is subject to the terms of use and privacy policies of those services, and not ours. You should review the terms of service of each Third-Party Service to better understand your rights, and the manner in which those platforms use your Data. We are not responsible for any loss, theft, compromise, or misuse of your Data whatsoever in connection with any Third-Party Service (including negligence) except to the extent such liability cannot be limited under applicable laws. Your use of any information provided by a Third-Party Service ("Third-Party Content") is at your own risk, and we make no promises to you that any Third-Party Content is accurate, complete, authentic, or appropriate for your personal circumstances. Third-Party Content includes information provided by other Worldcoin users not specifically endorsed by us.

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

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

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

You agree not to use, nor permit any third party to use, the Services to post or transmit any User Content that: (a) is libelous or defamatory, or discloses private or personal matters concerning any person; (b) is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law, or is otherwise inappropriate; (c) would violate the intellectual property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, or trademarks or service

marks used in an infringing fashion; or (d) unreasonably interferes with another Worldcoin user's use of the Services. You represent to us that you are posting User Content to the Services voluntarily; accordingly, posting User Content does not create an employer-employee relationship between you and us. You may not copy or use email addresses, mobile phone numbers, balances, usernames, or any other personal information about other Worldcoin users without their permission. Unsolicited emails, mailings, telephone calls, or other communications to other Worldcoin users through the Services or in any other channel are prohibited.

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

Access. To access the Services, you need a computer or a mobile phone that is compatible with our software and capable of accessing the Internet. Our ability to provide the Services to you relies on the quality of your and our Internet and cellular connections, the reliability of your devices, and other circumstances beyond your and our control. We are not responsible for any losses you suffer if your or our access to the Internet is interrupted.

Use of the Services With Your Mobile Device. The Services may be available to you through a compatible mobile device, and to access certain functionality you may be required to download, install, and maintain the Worldcoin mobile application (the "App"). To access the Services. You agree that you are solely responsible for meeting these requirements, paying any required fees, installing software updates, and complying with the terms of your agreement with your mobile device and telecommunications provider. WE MAKE NO EXPRESS, STATUTORY OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO: (A) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (B) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; OR (C) ANY DISCLOSURE OF YOUR DATA TO THIRD PARTIES BY YOUR TELECOMMUNICATIONS PROVIDER, OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE WORLDCOIN SERVICES.

Intellectual Property Rights. Our software, the Services, the Content, the Worldcoin Marks (as defined below) and the design, selection, and arrangement of the Content in the Services (the "Worldcoin IP") are protected by copyright, trademark, patent, and other intellectual property rights and laws of the United States and other applicable countries. You agree to abide by all applicable intellectual property rights and laws, as well as any trademark or copyright notices or restrictions contained in the Agreement or the Services. You may not remove any copyright, trademark, or proprietary notices contained in the Worldcoin IP. Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to the Worldcoin IP, solely for purposes approved by us. Any other use of the Worldcoin IP is expressly prohibited and all other rights, title, and interest in the Worldcoin IP will remain exclusively the property of Worldcoin. You are prohibited from modifying, copying, displaying, distributing, transmitting, publishing, selling, licensing, creating derivative works from, or using any portions of the Worldcoin IP for commercial or public purposes without our written permission or as expressly permitted by applicable laws.

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

Complaints and DMCA Takedowns. If you believe that your trademark or copyrighted work is being infringed by our Content or User

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

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

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

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

DISCLAIMER OF WARRANTIES. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THE CONTENT AND ALL OTHER WORLD COIN 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, WORLD COIN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AS TO THE FEATURES, CONTENT, OR OTHER WORLD COIN 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 WORLD COIN USERS CONCERNING THE SERVICES.

WORLD COIN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT (A) ACCESS TO ALL OR PART OF THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THAT THE SERVICES OR CONTENT ARE ACCURATE, COMPLETE, RELIABLE, OR CURRENT; (C) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THAT THE SERVICES OR THE CONTENT WILL MEET YOUR REQUIREMENTS, NEEDS, OR EXPECTATIONS.

ADDITIONALLY, WORLD COIN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LEGALITY OF THE SERVICES FOR ANY USE CASE, OR THAT THE SERVICES WILL MEET ANY REGULATORY OR COMPLIANCE NEEDS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING AND COMPLYING WITH ALL LEGAL AND REGULATORY RESTRICTIONS AND REQUIREMENTS THAT MAY GOVERN YOUR USE OF THE SERVICES. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER

WRITTEN OR ORAL, WITH RESPECT TO YOUR ACCESS TO AND USE OF THE SERVICES.

WORLDCOIN IS NOT ACTING AND CANNOT ACT AS YOUR ADVISOR WITH RESPECT TO ANY FINANCIAL, LEGAL, INVESTMENT, OR TAX MATTERS. ANY CONTENT PROVIDED BY WORLDCOIN IS FOR GENERAL INFORMATION ONLY, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT TO USE THE SERVICES. YOU ACKNOWLEDGE THAT TRADING, USING, AND HOLDING DIGITAL CURRENCIES IS INHERENTLY RISKY. YOU MAY LOSE ALL OF THE FUNDS IN YOUR DIGITAL CURRENCY WALLET. YOU ACKNOWLEDGE THAT THE SERVICE MAY BE SUBJECT TO EXPORT RESTRICTIONS AND ECONOMIC SANCTIONS IMPOSED BY U.S. LAW.

LIMITATION OF LIABILITY. To the extent permitted by law, you agree that under no circumstances will we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries (the "Worldcoin Parties") be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, data, or other intangible property, whether such liability is asserted on the basis of tort or otherwise, and whether or not the Worldcoin Parties have been advised of the possibility of such damages arising out of or in connection with: (a) your use or inability to use the Services, your Supported Currencies, or the Worldcoin network; (b) inaccessibility or termination of the Services; (c) any hacking, tampering, unauthorized access to or alteration of any transaction or your Data; (d) any transaction or agreement entered into by you with any third party through the Services; (e) any activities or communications of third parties; (f) the actions of Orb Operators, (g) any loss of the value of any Supported Currency; (h) any Third-Party Content accessed on or through the Services; (i) errors, mistakes, or inaccuracies in our Content; (j) personal injury or property damage of any nature whatsoever resulting from any access to or use of the Services; (k) viruses, trojan horses, or the like that may be transmitted to or through the Services; or (l) the defamatory, offensive, or illegal conduct of any third party. This limitation of liability will apply whether the damages arise from use or misuse of, or reliance on Worldcoin or the Services, notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by applicable laws.

Under no circumstances will the Worldcoin Parties be liable to you for any direct claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding \$100.00. If you are dissatisfied with the Services, you agree that your sole and exclusive remedy will be for you to discontinue your use of the Services. This limitation of liability will apply to the fullest extent permitted by applicable laws. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply to you.

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

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

Governing Law. You agree that the laws of the State of California, without regard to principles of conflict of laws, govern these Terms

and any dispute between you and us. You further agree that the Service will be deemed to be based solely in the State of California, and that although the Services may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of California.

DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF CLASS ACTION.

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

We will use our best efforts to resolve any potential disputes through informal, good-faith negotiations. If a potential dispute arises, you must contact us by sending an email to hello@worldcoin.org 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 in accordance with the JAMS Streamlined Arbitration Rules, unless the aggregated amount of your Disputes 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.
- The arbitrator will apply applicable statutes of limitation and all other substantive laws consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, and will honor claims of privilege recognized by applicable laws;
- The state or federal courts in San Francisco County, California will have exclusive jurisdiction over any appeals of an arbitration award and over any Dispute between the parties not subject to arbitration;
- In any arbitration, 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 laws;
- 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; and
- 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.

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

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.

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

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

Amendments. We may amend or modify these Terms by providing notice to you, and the revised Terms will be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services. You agree that we will not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth in these Terms.

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

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

No Professional Advice or Fiduciary Duties. All Content provided by us is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Services. Before you make any financial, legal, or other decisions involving the Services or any Supported Currencies, 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.

Taxes. It is your responsibility to determine what, if any, taxes apply to your use of the Services or ownership of WLD or other Supported Currencies, and it is your responsibility to report and remit the correct taxes to the appropriate tax authority. Worldcoin is not responsible for determining whether taxes apply to your Supported Currency transactions or for collecting, reporting, withholding, or remitting any taxes arising from any such transactions.

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

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 Supported Currencies, 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.