

## WORLDCOIN USER AGREEMENT v2.1

Welcome to Worldcoin. This is a User Agreement between you ("you", or "your") and Tools for Humanity Corporation, a Delaware corporation ("Worldcoin", "we" or "us"). This User Agreement ("Agreement") governs your use of and access to the websites and applications we control, your Worldcoin user account (your "Account"), and all of the associated functionality, content, applications, and services we provide to you (collectively, the "Services").

Please read this Agreement carefully before using or accessing the Services. By accessing or using any of the Services we provide, you expressly agree to be bound by this Agreement and by our [Privacy Statement](#).

IF YOU DO NOT UNDERSTAND THESE TERMS, PLEASE CONTACT US AT [hello@worldcoin.org](mailto:hello@worldcoin.org). WE'VE TRIED TO MAKE THESE TERMS EASY TO UNDERSTAND, AND WE ARE HAPPY TO HELP ANSWER ANY QUESTIONS YOU MAY HAVE..

To start, we want to draw your attention to two especially important parts of this Agreement:

*WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTIONS) TO RESOLVE ANY DISPUTES BETWEEN YOU AND WORLDCOIN THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY THE SECTION TITLED "DISPUTE RESOLUTION; ARBITRATION AND WAIVER OF CLASS ACTION" FOR DETAILS.*

*DISCLAIMER: 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 LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS, RULES, AND REGULATIONS APPLICABLE TO YOU ("LAWS"). YOU SHOULD ALWAYS CAREFULLY CONSIDER WHETHER BUYING, SELLING, USING OR HOLDING DIGITAL CURRENCIES, INCLUDING WLD, IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION AND YOUR UNDERSTANDING OF DIGITAL CURRENCY TECHNOLOGY. 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.*

**Notices to You.** From time to time, we may send you emails, texts, or other automated notices ("Notices") about the Services and your Account. You can choose the types of Notices, and the method we use to notify you, through your Account settings. You can change your preferences or disable Notices at any time. You understand that the Notices we provide you through your Account may be delayed or prevented due to circumstances beyond our control. We will do our best to provide Notices to you in a timely manner and with accurate information, but we cannot guarantee the delivery, timeliness, or accuracy of the content of any Notices. We are not liable to you or to anyone else due to any delays, failure to deliver, or misdirected delivery of any Notices; for any errors in the content of a Notice; or for any actions taken or not taken by you or any other person in reliance on a Notice. We will never include your Account password in any Notices we provide. However, Notices from us may include your username and other information about your Account. Depending upon the Notice method you select, information about your Account balance may be included, and may be visible to anyone who has access to that Notice method. If you choose to receive Notices from us via text message, your mobile service provider may charge you standard text messaging fees.

**Your Privacy and Data.** Our Privacy Statement (found at <https://getworldcoin.com/privacy>) contains a description of personally identifiable information ("PII") and other data we collect from you during your use of the Services (collectively, your "Data"), and how we use it. Please read the Privacy Statement carefully, and 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. The Privacy Statement also describes your and our rights and obligations under applicable data protection and privacy Laws. In certain circumstances, we may be required by Law to give your Data to law enforcement. Before we do, we will carefully consider each request to determine whether the request complies with the Law, and we will not hesitate to challenge invalid, overbroad, or unlawful requests. We will do our best to preserve the integrity and security of your Data and to meet our obligations to you under the Law, but we cannot guarantee that others will never be able to obtain your Data from us or use it without permission. You are providing your Data to us at your own risk.

**Eligibility.** By using the Services, you promise that you:

- are 16 years of age or older and you are not a resident of the state of New York;
- your use of the Services is legal where you live;
- are not located in, under the control of, or a national or resident of Syria, the Crimean region of Ukraine, North Korea, Iran, Cuba or any other country with whom the United States, the European Union or any other country or jurisdiction has restricted trade in goods or services;
- have not been declared a “Specially Designated National” 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;
- are either (a) using the Services only for your own personal or business use; or (b) using the Services for another entity with authorization from such entity, and you have authority to agree to, and do agree to this Agreement on behalf of such entity; and
- will comply with this Agreement and all applicable Laws; and you will not access or use the Services to conduct, promote, or help others to carry out any illegal activity.

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

**Accessing the Services.** To access the Services, you need a computer or a mobile phone that is compatible with our software and that is 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.

**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 this restriction. It is your responsibility to make sure your use of the Services is legal or available where you use them. Services are not available in all languages.

**Your Worldcoin Account.** Your Account consists of a digital currency wallet and related functionality provided to you exclusively by Worldcoin. The Account is only capable of supporting WLD and any other digital currencies we choose to support from time to time (collectively, “Supported Currencies”). Under no circumstances should you attempt to store any digital currencies in your Account that we do not support. We will provide Notice to you of any additional Supported Currencies we support. You can log in to your Account to track the amounts you have earned from signing up to the Services, or from signing up other users to Worldcoin.

Your Account will be made available to you on a non-custodial basis enabling you to self-custody your WLD and any Supported Currencies. Ownership of any Supported Currencies in your Account 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 have no liability for any fluctuations in the value of your Supported Currencies. You control the Supported Currencies in your Account. Subject to any system outages, server downtime and any other interruptions to your use of the Services under this Agreement, you may withdraw your Supported Currencies by sending them to a different wallet address controlled by you or by a third party. 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.

#### **Worldcoin Account Risks.**

Loss of Account Credentials. When you create an Account, our software generates a cryptographic private and public key pair that you may use to send and receive WLD and any other Supported Currencies. You may also choose to protect your Account with additional passphrases, identifiers, private keys, wallet addresses, two-factor authentication methods, and third-party password managers (collectively, your “Credentials”). You must store your Credentials, and any backups of your Credentials outside of your Account. We are unable to recover your Credentials or restore access to your Account if you lose access to or forget your Credentials, if we no longer offer some or all of the Services, or if we discontinue support for any Supported Currencies. You are solely responsible for managing and maintaining your Credentials and you agree that Worldcoin is not responsible for maintaining your Credentials or Data, for any unauthorized access to the Services, or for the loss of any Supported Currencies.

**Fees.** We do not charge any fees to use your Account; however, the software protocol that facilitates transactions in your Supported Currencies may impose a fee, and may award the fee to other users of the protocol who play a part in securing 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 and Supported Currencies is open-source and free for anyone to copy and use. This means that anyone can create a modified version of a Supported Currency, 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 caused in whole or in part by a Fork or other network disruption.

**Other Risks.** 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.

**Prohibited Uses.** We reserve the right at all times and in our sole discretion to monitor, review, cancel or suspend your access to or use of the Services, and to retain or disclose your Data to satisfy all sanctions programs, legal processes, governmental requests, or other applicable Laws. We reserve the right to cancel or suspend your access to the Services or close your Account without Notice if we determine, in our sole discretion, that your Account is associated with any of the activities listed below (“Prohibited Uses”). If we suspend or close your Account, you will no longer be able to view your Account balance or initiate Transactions through the Services. The items on the Prohibited Uses list are examples only and the list is not exhaustive; and we may add or remove types of prohibited activity in our sole discretion.

*Prohibited Uses include:*

**Illegal Activity:** Activity that would violate, or assist in violation of, any sanctions programs administered by OFAC or any other Laws in the countries where Worldcoin conducts business; any activity involving proceeds of any illegal activity; or any publishing, distribution or dissemination of any illegal material or information.

**Excessive Use or Hacking:** Actions that impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Services that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; or attempt to gain unauthorized access to the computer systems or networks connected to the Services.

**Abuse of Others:** Interfere with another person’s access to or use of the Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe another person’s privacy, intellectual property, or any other legal rights; incite, threaten, facilitate, promote, or encourage hatred, racial intolerance, or violent acts against others; harvest, or scrape or collect another user’s email address, location, or any other data from the Services without permission.

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

**Intellectual Property Infringement:** Engage in transactions involving sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Worldcoin intellectual property, name, or logo, including use of the Worldcoin trade or service marks without express consent from us or in a manner that otherwise harms Worldcoin or the Worldcoin brand; any action that implies an untrue endorsement by or affiliation with Worldcoin; or any other items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the Law.

**Reliance on Content; Changes to the Services.** The software, text, displays, images, video, audio and all other information and material we provide to you through the Services (“Content”) is 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 by 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 this Agreement 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 Content.** We may provide links to educational materials, webinars, meet-ups, and promotions on Facebook®, Instagram®, Twitter® and other 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 services 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 the Law. 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.

**Our Rights to Content Provided By You.** As a member of the Worldcoin community and as a Worldcoin user, we may allow you to post messages, data, images, programs or other content ("User Content") on bulletin boards, blogs, social media accounts we own, and various other publicly available locations on the Services. These forums may be hosted by us or by one of our third-party service providers on our behalf. You are responsible for all User Content you submit, upload, post or store through the Services. You agree in posting User Content to follow certain rules. You are solely responsible for any lost or unrecoverable User Content. 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 are granting 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 each other Worldcoin user a non-exclusive license to access your User Content through the Services; and to use, reproduce, distribute, prepare derivative works of, display, and perform such User Content to enable the functionality of the Services. You agree not to use, nor permit any third party to use the Services to: (a) post or transmit any User Content that is libelous or defamatory, or that discloses private or personal matters concerning any person; (b) post or transmit any User Content that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any Law, or that is otherwise inappropriate; (c) post or transmit any User Content that 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) interfere with another Worldcoin user's use of the Services. You represent to us that you are posting User Content to the Services voluntarily, and that 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, Account 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 and Conditions.** 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 this Agreement. We intend for these additional terms to be as consistent with this Agreement to the greatest extent possible, but in the event of a direct conflict between this Agreement and the terms any specific application, Content or features, the terms and conditions for the specific application, Content or feature will take priority over this Agreement.

**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. We grant you a limited, revocable, non-exclusive, non-transferable license to the Worldcoin IP, subject to the terms of this Agreement, to access and use the Services, and related Content solely for purposes approved by us. Any other use of the Worldcoin IP is expressly prohibited and all other right, 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 Law. Unless we give you specific permission through the Services, you may only view, download and print the Content if:

- You do not modify the Content in any way;
- You do not remove any copyright, trademark, or other proprietary notices contained in the Content; and
- You agree to any additional terms and conditions of any desktop, mobile, or other applications you download from us.

We reserve the right to revoke your permission to view, download, and print any Worldcoin IP at any time; and any rights we give you to the Worldcoin IP constitute a non-exclusive and revocable license and not a transfer of ownership to you. Worldcoin expressly reserves all rights in the Worldcoin IP to that we do not grant to you.

**Trademarks.** The Tools for Humanity Corporation name, the Worldcoin name and design, and all logos, related product or service names, or slogans, related to the Services are trademarks or service marks of the Tools for Humanity Corporation ("Worldcoin Marks") and you may not copy, imitate, or use the Worldcoin Marks, in whole or in part, unless we give you 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 our Legal Team at [legal@worldcoin.org](mailto:legal@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 person, we may send a copy of such counter-notice to you explaining that we may restore the removed material to the Services 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 WORLDCOIN 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, WORLDCOIN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AS TO THE FEATURES, CONTENT, OR OTHER WORLDCOIN 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 WORLDCOIN USERS CONCERNING THE SERVICES.

WORLDCOIN 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, WORLDCOIN 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 THIS AGREEMENT, 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 BY YOURSELF IS INHERENTLY RISKY, YOU MAY LOSE ALL OF THE FUNDS IN YOUR ACCOUNT. YOU ACKNOWLEDGE THAT THE SERVICE MAY BE SUBJECT TO EXPORT RESTRICTIONS AND ECONOMIC SANCTIONS IMPOSED BY U.S. LAW.

**LIMITATION OF LIABILITY.** 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) any loss of the value of any Supported Currency; (g) any Third-Party Content accessed on or through the Services; (h) errors, mistakes, or inaccuracies in our Content; (i) personal injury or property damage, of any nature whatsoever resulting from any access to or use of the Services; (j) viruses, trojan horses, or the like that may be transmitted to or through the Services; or (k) 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 Law. 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 Law. 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 this Agreement may not apply to you.

IF YOU ARE A NEW JERSEY RESIDENT, the limitations of liability in this Agreement are intended to apply only to the extent permitted under New Jersey law.

**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 this Agreement; (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 this Agreement 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, EXCEPT THAT YOU 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 [legal@worldcoin.org](mailto:legal@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 after 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 this Agreement, 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 amounts of your aggregated Dispute are for \$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 Law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, and will honor claims of privilege recognized at Law;
- 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 includes the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, and all other Disputes arising out of or related to the interpretation or applicability of the

Arbitration Agreement; and all such matters will be decided by the arbitrator and not by a court or judge;

- If the arbitrator or arbitration administrator imposes filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable Law;
- At the request of either party, all arbitration proceedings will be conducted in the 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 this Agreement and all remaining obligations in this Agreement 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 create your Account with the Subject Line: "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT". You must send your email within 30 days of agreeing to the terms of this Agreement, 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 this Agreement 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 section titled **"Dispute Resolution, Arbitration and Waiver of Class Action"** will otherwise apply prospectively only to Disputes that arise after the 30th day. If a court or arbitrator decides that the changes to the section titled **Dispute Resolution, Arbitration and Waiver of Class Action** are not enforceable or valid, then the changes will be severed from this Agreement 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 this Agreement, and your use of the Account or 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.

**Assignability; No Third-Party Beneficiaries.** No provision of this Agreement is intended, nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other person not a party to this Agreement unless specifically provided otherwise in this Agreement; and except as so provided, all provisions of this Agreement will be personal solely between you and Worldcoin. Worldcoin may assign its rights and duties under this Agreement without restriction to any Worldcoin affiliates or subsidiaries, to any successor in interest of any business or entity associated with the Services, or to any other party at any time without Notice to you. You may not assign any rights or licenses granted under this Agreement to another person or entity. Any attempted transfer or assignment in violation of this Agreement by you will be null and void.

**No Waiver.** No waiver by Worldcoin, whether by conduct or otherwise of any term, provision, or condition set forth in this Agreement will be deemed a further or continuing waiver of such term, provision, or condition; or a waiver of any other term, provision, or condition. Any failure or delay by Worldcoin to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.



**Severability.** If any provision of this Agreement is determined to be invalid or unenforceable under any Law, such provision will be modified and interpreted to accomplish the intent of the provision to the greatest extent possible under applicable Law, and the validity or enforceability of any other provision of this Agreement will not be affected.

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

**Relationship of the Parties.** Nothing in this Agreement 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 or Worldcoin will be treated as the agent of the other. This includes the fact that nothing in this Agreement 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. This Agreement is not intended to, and does 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 this Agreement.

**Taxes.** It is your responsibility to determine what, if any taxes apply due 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.

**Contact Worldcoin.** If you have feedback, or general questions, contact us at [info@worldcoin.org](mailto:info@worldcoin.org).

**Amendments.** We may amend or modify this Agreement by providing Notice to you, and the revised Agreement 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 and close your Account. 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 this Agreement.

**Change of Control.** In the event that Worldcoin is acquired by or merged with a third-party entity, 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.

**Survival.** All provisions of this Agreement pertaining to suspension or termination, Account cancellation, debts owed to Worldcoin, general use of the Services, Disputes with Worldcoin, and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, will survive the termination or expiration of this Agreement.

**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 this Agreement.