

Terms of Service

Adopted: March 19, 2025

These Terms of Service (these “**Terms**”) govern your access to and use of the ZORO website available at <https://ai.zoro.org/> including any of its subdomains (the “**Website**”), associated Smart-Contracts implemented on the blockchain network, as defined below, and any functionality and services provided via the Website and/or the apps/bots (hereinafter collectively, the “**Platform**”).

The Platform is provided by Cyber Softworks Corp., a company established under the laws of Panama, having company number 155764029 and registered office address at Via España, Delta Bank Building, 6th Floor, Suite 604D, Panama City, Republic of Panama (“**we**”, “**us**”, “**our**” or “**Company**”).

By accessing or using the Platform, connecting your Digital Wallet (as defined below) to the Platform, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you (“**you**”, “**your**”) acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us.

If you do not accept or agree to these Terms, you are not allowed to access or use the Platform, and must immediately discontinue any use thereof. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorized to accept these Terms and enter into a binding agreement with us on such entity’s behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 30 and 31 contain provisions governing the choice of law, arbitration terms, and class action waiver. Please read and review Sections 22, 24, and 25 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Company Parties, and contain a disclaimer of warranties with regard to the Platform.

1. DEFINITIONS

In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

“**Affiliate**” means a person controlling, controlled by, or under the same control with the Company.

“**Communications**” means any communications, agreements, documents, receipts, notices, and disclosures related to these Terms.

“**Company**”, “**we**”, “**us**”, “**our**” shall have the meaning provided in the preamble of these Terms.

“**Company Parties**” means, collectively, the Company and Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, and assignees.

“**Digital Assets**” means cryptocurrencies and other digital tokens implemented on a public blockchain network.

“**Digital Wallet**” means a pair of public and private cryptographic keys which can be used to track ownership of, receive, manage, and spend Digital Assets. A Digital Wallet usually has a public address associated with it. A digital wallet can be either a TON wallet or an EVM-compatible wallet.

“Dispute” means any dispute, claim, suit, action, causes of action, demand, or proceeding.

“Documentation” means documentation, information, and other materials relating to the Platform published by us or on our behalf, regardless of whether made available on the Platform or otherwise.

“IDO” means the sale of certain IDO Tokens by the IDO Project on the Platform.

“IDO Participation Requirements” has the meaning provided in Section 5 of these Terms.

“IDO Participation Term” has the meaning provided in Section 5 of these Terms.

“IDO Project” means an entity that is the issuer of or has material interest in particular IDO Tokens and is selling the IDO Tokens in an IDO through the Platform.

“IDO Tokens” means certain digital tokens that are being sold in an IDO.

“KYC Checks” means identification, due diligence and know-your-client checks, as well as other anti-money laundering and combating the financing of terrorism procedures as may be established by us from time to time at our sole and absolute discretion.

“LCIA” means the London Court of International Arbitration.

“License” has the meaning provided in Section 9 of these Terms.

“Open-Source Licenses” means licenses under which open-source software, materials, components, and items are distributed.

“Platform” has the meaning provided in the preamble of these Terms. It is expressly acknowledged that the “Platform”, as used herein, does not include any Third-Party Content, Third-Party Services, and Digital Assets.

“Prohibited Jurisdiction” means any of the following jurisdictions: Democratic People’s Republic of North Korea, Islamic Republic of Iran, Iraq, Palestine, Pakistan, Syrian Arab Republic, Myanmar, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), United Arab Emirates (both for citizens and residents), Nigeria, the Republic of Cuba, the Crimea Region of Ukraine, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, Sevastopol, People’s Republic of China (Mainland), Federal Democratic Republic of Nepal, People’s Democratic Republic of Algeria, Kingdom of Morocco, Plurinational State of Bolivia, Afghanistan, Seychelles, Turkish Republic of Northern Cyprus, and any jurisdiction in which the use of the Platform or conduction of an IDO is prohibited by applicable laws or regulations.

“Prohibited Person” means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government or international authority, including the EU, OFAC, United Nations Security Council, but not limited to the above.

“Smart-Contracts” has the meaning provided in Section 3 of these Terms.

“Staking Rewards” means the ZORO Token rewards accrued to users in connection with the staking of ZORO Tokens on or through the Platform.

“Terms” means these Terms of Service.

“Third-Party Content” means any content, information, materials and items provided by third parties or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, other third-party materials and data, (iii) third-party websites and resources, and links thereto, and (iv) any information produced or derived from third-party sources, including information about the value and price of Digital Assets.

“Third-Party Costs” means any costs, fees, or expenses that are not charged by us, including, for example, the fees imposed by the applicable blockchain networks, gas costs, fees related to the Third-Party Services, bank fees and commissions, etc.

“Third-Party Services” means any third-party software, services, items, and solutions that are not provided by us, including Digital Wallets and software wallets, Digital Assets, blockchain networks, etc.

“User Generated Content” means any information, materials, or content posted, created, or furnished by the users of the Platform, including through the Platform.

“Vesting Terms” shall have the meaning provided in Section 5 of these Terms.

“you”, “your” means the person who accepts these Terms; if you are acting on behalf of an entity, **“your”** and **“you”** shall refer to both you as an individual using the Platform, and the entity on whose behalf you are acting.

“ZORO” or **“ZORO Tokens”** shall mean the ZORO digital cryptographic tokens implemented on the **BNB Smart Chain (BSC)**.

2. **MODIFICATION**

We may modify, supplement or update these Terms from time to time at our sole and absolute discretion. If we make changes to these Terms, we will notify you of such changes by updating these Terms and the “Last Updated” date at the top of this document. We may further (but will not be obligated to) provide an additional notification of the amendment via one of the communication channels specified in Section 32 of these Terms. Unless otherwise notified by us, updated Terms shall be effective immediately, and your continued use of the Platform will confirm the acceptance of such updated Terms. If you do not agree to any amended Terms, you must immediately discontinue any access to or use of the Platform.

3. **SMART-CONTRACTS**

The Platform partially relies on and interacts with certain smart-contracts implemented on the TON Blockchain and other EVM-compatible blockchains (the **“Smart-Contracts”**). The Smart-Contracts are primarily used to process the Platform transactions that take place on the blockchain and are essentially autonomous and legally binding self-executing contracts.

A more detailed description of the Smart-Contracts may be provided in the Documentation, which does not form a part of these Terms, is provided for the information purposes only and is not binding. Access to, use of, and any other interaction with the Smart-Contracts shall be subject to such rules, limitations and restrictions as implemented in the respective Smart-Contracts.

The Smart-Contracts are open-sourced and implemented on the public blockchain network(s) that operate in a decentralized and autonomous manner. This means that the Smart-Contracts can be reviewed, verified, used, copied, modified, and distributed by anyone (subject to the terms of the applicable license). You must carefully and thoroughly review and assess the Smart-Contracts and related software before you use them. Always do your own research.

We do not control the underlying blockchain network(s) of the Smart-Contract, and any software through which such networks are formed. Accordingly, in no event shall we be responsible for or held liable in connection with the Smart-Contracts underlying blockchain networks and software, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection

with the use of any underlying blockchain network(s) and related software through which such networks are formed.

4. **CONNECTING DIGITAL WALLET**

When using the Platform, you may connect your Digital Wallet through one of the compatible third-party software wallets. The Digital Wallets and software wallets used with the Platform or Smart-Contracts constitute the Third-Party Services and we are not responsible for, do not endorse, shall not be held liable or responsible in connection with, and do not make any warranties, whether express or implied, as to the Digital Wallets and software wallets used by you with the Platform. When using Digital Wallets and software wallets, you should review applicable terms and policies that govern your use thereof.

We never receive access to or control over your Digital Wallets or Digital Assets held in such Digital Wallets. Therefore, you are solely responsible for securing your Digital Assets, Digital Wallet, and credentials thereto (such as private and public keys, seed phrase, passwords, etc.) You may disconnect your Digital Wallet from the Platform at any time.

5. **FUNCTIONALITY OF THE PLATFORM**

General. The functionality of the Platform shall always be determined at our sole discretion and we do not promise nor provide any warranty that certain functionality will be available now or in future, or at any point of time. We may change the functionality of the Platform from time to time at our sole and absolute discretion. We may also at any time suspend or terminate the Platform or any of its elements, components or functionalities, in whole or in part, with or without prior notice.

Academy. The Zoro Academy allows users to participate in AI training tasks, completing assignments related to data processing and annotation. You can earn points and progress through different ranks within the Platform.

Specific details about the Academy, including available tasks, ranking structures, and reward conditions, are provided within the Platform and may be updated from time to time.

Referral System. The Zoro Referral Program enables you to invite new participants to the Platform and receive rewards.

The details of the referral system, including tracking, reward structures, and eligibility requirements, will be provided within the Platform and may be modified at our discretion.

Game Availability. A tap-based game (“tap game”) may be available, allowing you to earn rewards by actively engaging in the game. The rewards will be provided in the form of in-game coin. The terms, conditions, and availability of rewards in the tap game are subject to change at any time, and all details, including reward amounts and usage, will be communicated within our Platform.

Quests. You may be allowed to participate in the Quests by completing designated tasks (“quests”) that are announced and updated within the application. These quests are designed to encourage engagement and provide you with opportunities to earn rewards, which may include ZORO Tokens or other tokens determined by us. Each quest will include detailed information, including:

- (i) Specific conditions or prerequisites needed for participation,
- (ii) The timeline for task completion (start and end dates),

- (iii) The reward amount associated with successful task completion,
- (iv) Any relevant requirements for receiving and accessing rewards. We will make these details available in advance to ensure users understand the requirements before participating.

Participation in the Quests may be subject to various requirements and limitations, which can be updated at our discretion. These may include, but are not limited to:

- (i) Eligibility criteria based on your level, geographic location, or other factors,
- (ii) Limits on the number of participants or number of times you can participate in specific quests,
- (iii) Special rules for certain quests, including unique criteria or bonus requirements. We will notify you of any updates to these requirements within the application, and continued participation in the Quests will require compliance with these updated conditions. You should review all requirements before engaging to ensure eligibility.

Once you successfully complete a quest and meet all applicable requirements, rewards will be distributed in accordance with the terms outlined for each specific quest. Reward distribution will involve the following:

- (i) Rewards will be accessible through the the Platform,
- (ii) You may be required to perform specific actions within the wallets or accounts to finalize receipt of rewards,
- (iii) Any applicable holding periods, restrictions, or conditions related to rewards will be disclosed within the quest details. Rewards are provided on a personal basis and are strictly non-transferable. In the event of technical or administrative issues affecting reward distribution, we reserve the right to delay the issuance of rewards until the issue is resolved.

We reserve the right to make adjustments to the Quests as necessary. Such changes may include modifications to reward conditions, alteration of reward calculation formulas, introduction of new quest types, or the cancellation of specific quests or the Quests as a whole. If adjustments occur:

- (i) We will endeavor to provide you with advance notice via the application whenever feasible,
- (ii) Any changes will apply prospectively unless otherwise stated, ensuring that previously completed quests are not retroactively affected. We are not liable for any losses or perceived inconveniences resulting from modifications, cancellations, or other changes to the Quests, and participation remains at your discretion.

Tasks. You may engage in daily tasks, which involve completing various assignments within the Platform to earn rewards. The types of available tasks, specific participation criteria, and reward distribution processes will be detailed within the Platform and are subject to change at our discretion.

Staking. You may be allowed to stake (lock) the ZORO Tokens in the dedicated Smart-Contracts of the Platform in order to (i) receive certain Staking Rewards, if available, (ii) be eligible to participate in the anticipated IDOs, and/or (iii) for such other purposes as may be established from time to time.

- (i) We may from time to time prescribe, change, or update certain requirements, terms, restrictions, and limitations applicable to the staking functionality, such as staking limits, the minimum time for staking, etc. If the staking of the ZORO Tokens on the Platform is subject to a minimum staking period, you will not be allowed nor able to withdraw, claim, receive, transfer, or otherwise use such ZORO Tokens until the expiry of such minimum staking period.
- (ii) If in connection with the staking of ZORO you are entitled to Staking Rewards, the approximate reward amounts will be normally indicated on the Platform, however, any such indications shall be illustrative. The Staking Rewards are dynamic and fluctuate over time, the amount of reward can change depending on different circumstances, including, but not limited to, the number of persons participating in the staking, the amount of ZORO staked in a particular pool, staking term, and other conditions. Therefore, the Staking Rewards indicated on the Platform are indicative and non-binding, and are largely based on the current, historical, or expected performance. We neither warrant nor represent that the Staking Rewards will meet your expectations or match the expected reward amounts indicated or demonstrated on the Platform.
- (iii) Upon and subject to the completion of the applicable ZORO staking requirements, you will be entitled to receive the respective Staking Rewards accrued, if any. You shall be required to use your dedicated Digital Wallet from which you have staked the ZORO to claim the respective Staking Rewards. Any Staking Rewards shall be personal and non-transferable. We will make reasonable efforts to distribute, or to cause a third person to distribute, the Staking Rewards within a reasonable time upon your claim of such rewards through the Platform. Usually, the distribution of the Staking Rewards will be semi-automated through the respective staking Smart-Contracts.
- (iv) We reserve the right, acting at our sole and absolute discretion, to amend the amount of Staking Rewards or applicable calculation formulae, as well as to change or cancel the Staking Rewards at any time with or without notice to you, and without any liability.
- (v) You will be required to interact with the dedicated staking Smart-Contracts in order to stake or unstake the ZORO Tokens, or claim the Staking Rewards. You may use the interface of the Platform to access and interact with the staking Smart-Contracts.
- (vi) ZORO staking may not be profitable or beneficial for you and you are solely responsible for determining whether to stake the ZORO Tokens and for how long. You hereby acknowledge that we do not store, manage or custody the ZORO Tokens that you stake, any such ZORO Tokens are locked in the dedicated Smart-Contracts and we do not have access to such ZORO Tokens.

IDO. From time to time, certain IDOs may be conducted on the Platform.

- (i) Subject to the terms set out herein, in an IDO you may purchase a certain portion of IDO Tokens from the applicable IDO Project. In any particular IDO, the IDO Tokens shall be sold by the respective IDO Project the details of which are indicated on the relevant page of the Website relating to such IDO. Any transaction and relationship on the sale and purchase of the IDO Tokens shall be between you and the applicable IDO Project. We only provide the necessary technical infrastructure for such sale and purchase to take place and shall not be a counterparty to the transaction or legal relationship concerning the sale and purchase of the IDO Tokens which shall occur only between you and the applicable IDO Project.
- (ii) The terms and conditions of each particular IDO, including the purchase price of the IDO Tokens, shall be determined by the IDO Project and incorporated into the applicable IDO Smart-Contracts. In order to participate in an IDO, you shall be required to complete such staking and/or

other requirements as may be determined or otherwise implemented in connection with the respective IDO from time to time (the “**IDO Participation Requirements**”). The IDO Participation Requirements in every IDO have to be met and/or completed during and/or before the expiry of the applicable term (the “**IDO Participation Term**”); for example, you may be required to have the required amount of ZORO Tokens staked with the Platform throughout the whole IDO Participation Term.

(iii) Every IDO will be separate and distinct, therefore, you will have to complete the IDO Participation Requirements for every IDO you wish to participate in. Your rights to participate in an IDO and purchase the IDO Tokens shall be personal and non-transferable, and shall always be subject to terms and conditions set forth herein.

(iv) The determination of whether you have completed the IDO Participation Requirements, and whether the requirements were completed on time, shall be made by the respective IDO Project and/or us, in each case acting at its or our sole and absolute discretion; any such determination shall be with or without notice to you, shall be final, and cannot be disputed by you. You shall not be allowed to participate in an IDO unless it has been determined that you have completed the IDO Participation Requirements as provided herein. Your participation in any IDO may be rejected at any time with or without reason, and without notice or any liability.

(v) If you are considered to have completed the IDO Participation Requirements as provided herein, depending on your staking amount and staking term, and such other applicable terms as may be established from time to time, you will be allowed to purchase a certain portion of IDO Tokens that are being sold in the relevant IDO. The time for purchasing the IDO Tokens shall be limited. The time period during which you will be able to purchase the IDO Tokens in each particular IDO shall be determined on a case-by-case basis, provided that if such determination hasn't been made, the time period for purchasing the IDO Tokens will be equal to 12 hours following the expiry of the IDO Participation Term. If you fail to complete the purchase of IDO Tokens within such term, your right to purchase the IDO Tokens in the respective IDO will automatically cease, terminate and be of no further effect, which means that you will not be able to complete the purchase after the expiration of such time period. In certain circumstances, the terms of a particular IDO may allow you to purchase the remaining IDO Tokens that have not been purchased in the IDO, or a portion thereof, after the expiration of the applicable purchase period, on a first come first serve basis.

(vi) To purchase the IDO Tokens, you must send the respective purchase amount in the cryptocurrency specified by the terms of the Token sale to the designated Smart-Contracts within the applicable purchase period. Subject to the receipt of the purchase amount from your Digital Wallet to the designated Smart-Contracts and other terms and conditions set out herein, you will be allowed to claim and receive the IDO Tokens purchased. In order to receive the IDO Tokens, you shall be required to manually claim the IDO Tokens from the respective Smart-Contracts. You shall be required to use your designated Digital Wallet to send the purchase amount and claim the IDO Tokens purchased, and can do this either using the interface of the Platform or otherwise, for example, by directly interacting with the respective Smart-Contracts. The IDO Tokens will be distributed through the relevant Smart-Contracts, and it shall be your responsibility to transfer the purchase amount and claim the IDO Tokens in accordance with the terms and conditions set out

herein. The time for claiming the IDO Tokens purchased may be limited, please refer to the details of the respective IDO Smart-Contracts for further details.

(vii) The IDO Tokens will be subject to certain lock-up and vesting terms and conditions and certain other restrictions (the “**Vesting Terms**”) as may be established from time to time. Such Vesting Terms shall be determined without your consent and will not require your approval. The Vesting Terms are essentially limitations applicable to the IDO Tokens that you purchase and may imply that, for example, the tokens will be released and can be claimed and received by you gradually over a specific period of time, or in particular instalments throughout the duration of the Vesting Terms, not limited to the above. The Vesting Terms shall be programmed into the applicable Smart-Contracts and, therefore, are an essential term of your purchase of the IDO Tokens. We will make commercially reasonable efforts to notify you about the applicable Vesting Terms by indicating the relevant information on the applicable page of the Website that relates to the respective IDO. Please make sure that you fully understand all applicable Vesting Terms before you participate in the respective IDO.

(viii) The time periods referred to in connection with an IDO, including the Vesting Terms, are normally based on and/or linked to certain events that take place on the blockchain network, for example, adding new blocks to the underlying blockchain network. Therefore, the time periods and Vesting Terms indicated on the Website, including Website page that relates to an IDO, or otherwise communicated to you are indicative, illustrative, and non-binding; actual time periods and Vesting Terms shall be implemented in and governed by the applicable Smart-Contracts.

(ix) Nothing in these Terms or information contained on the Platform or otherwise communicated in connection with the Platform or any IDO is intended to be or constitutes our endorsement or recommendation of any IDO, or IDO Project, or IDO Token, or solicitation to purchase, hold, use, or dispose of any IDO Tokens. You must carefully assess each particular IDO before you make your decision to participate, and any purchase of the IDO Tokens shall be at your own risk and discretion. All and any information concerning an IDO Project and IDO Tokens contained on the Platform or otherwise provided in connection with a particular IDO is collected from the respective IDO Project and constitutes Third-Party Content. Although we make commercially reasonable efforts to verify certain information about the IDO Projects and IDO Tokens, we do not assure, promise, represent, or otherwise guarantee that any such information is accurate, true, correct, up to date, complete or not misleading. You shall conduct your own research and due diligence on the IDO Tokens which you are willing to purchase and the respective IDO Project.

(x) Each IDO shall be subject to all other terms and conditions set forth in these Terms.

Additional activities. Additional activities and engagement mechanisms may be introduced on the Platform over time. These may include, but are not limited to, new reward programs, competitions, special events, and other interactive features.

All details regarding new activities, participation conditions, and reward structures will be communicated within the Platform and may be updated at our discretion.

Users should refer to the Platform for the most up-to-date information on participation conditions and reward distribution.

6. IDO TOKENS

You hereby agree and acknowledge that the IDO Tokens are merely utility digital cryptographic tokens that are designed to enable your interaction with third-party blockchain software or protocols, or access to certain functionality related thereto. The IDO Tokens are not redeemable or repurchasable, and do not entitle you to receive any return, passive income or similar payments or benefits. The IDO Tokens shall not be backed by any funds, currencies, or assets. The sale of IDO Tokens does not constitute or involve the sale or offering of securities, investments, investment contracts, financial or regulated instruments of any kind. The purchase of the IDO Tokens will not be a collective investment scheme. The sale of the IDO Tokens has not been registered under the securities laws of any jurisdiction. You hereby further acknowledge that the IDO Tokens may be sold on or through other venues and platforms and on different terms including more favorable ones.

We are not a developer, manager, or operator of any IDO Project, and have no influence on or control over the IDO Projects, IDO Tokens, their development, functionality or performance. We make no warranties or representations of any kind, express or implied, with regard to any IDO Project, including that an IDO Project will be developing its business or technology, continue its operations, or carry out any other activities. You must do your own due diligence on the respective IDO Project and IDO in advance of purchasing the IDO Tokens.

7. DIGITAL ASSETS IN GENERAL

You hereby understand and agree that any purchase, use and holding of ZORO Tokens, IDO Tokens or any other Digital Asset carries significant risks for you. Digital Assets and the crypto market as a whole are highly volatile, the prices of Digital Assets may change dramatically over short periods of time, and you may lose the substantial part or all of the funds and assets that you have allocated to purchase Digital Assets. You shall be solely responsible for evaluating the merits and risks of purchasing, using, holding, and disposing of any Digital Assets, shall assume any and all related risks, and shall solely bear the consequences of such transactions, including any losses sustained. Never allocate to the purchase of Digital Assets more funds than you can afford to lose. We do not provide or make any representations or warranties of any kind with respect to any Digital Assets, including ZORO Token and IDO Tokens, whether express or implied, including implied warranties of merchantability, fitness for particular purpose or non-infringement, all of which are hereby expressly disclaimed and denied. You hereby acknowledge and agree that the ZORO Tokens, IDO Tokens, and any other Digital Assets may not: (i) fit for a particular purpose, (ii) meet your expectations or work as intended, (iii) have the intended functionality, (iv) have a market, or (v) have any specific price or hold any particular value, or have any value at all.

8. ELIGIBILITY

Platform Use Eligibility.

To be eligible to access and use the Platform, you must:

1. be able to form a legally binding agreement with us on terms herein set forth;

2. if individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with us on the terms set out herein according to the laws of the jurisdiction where you reside;
3. if an individual, who is acting for or on behalf of an entity (a) be duly authorized by such entity to act on its behalf for the purpose of entering into these Terms; (b) represent and warrant that the entity is duly registered and validly existing under the laws of the jurisdiction where it is established;
4. not be a person whose access to or use of the Platform was suspended or otherwise restricted;
5. neither be a Prohibited Person nor use the Platform for the benefit of a Prohibited Person; and
6. comply with these Terms.

If you determine that you do not meet and conform to any of the aforementioned eligibility requirements, you must immediately suspend your access to and use of the Platform until the respective restricting circumstances cease to exist.

If you fail to meet any of the aforementioned eligibility requirements, we reserve the right, at our sole and absolute discretion, to immediately, with or without notice and without any liability whatsoever, limit, suspend, restrict, or terminate your access to and use of the Platform.

IDO Participation Eligibility. To be eligible to participate in an IDO and purchase the IDO Tokens, in addition to the eligibility requirements set out in this Section 8 above, you also must:

- (i) participate in an IDO and purchase the IDO Tokens not as a consumer as defined under the applicable legislation (normally, a consumer is an individual using services or making deals or transactions for personal or household purposes); and
- (ii) complete all applicable KYC Checks as may be established or required by us from time to time.

If you fail to meet any of the aforementioned eligibility requirements, you shall not be allowed or permitted to participate in any IDO or purchase any IDO Tokens.

9. LICENSE

Subject to your compliance with these Terms, we hereby grant you a limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable license (right) to access and use the Platform for its intended purposes on the terms set forth herein (the “**License**”). The License will remain effective until terminated on the terms contained herein.

To the extent that certain elements or components of the Platform are being distributed under an Open-Source License, such items and components will not be covered by the License granted hereunder and will be provided to you under the terms and conditions of the applicable Open-Source License.

The License granted hereunder shall terminate and cease upon the occurrence of any of the following events:

1. these Terms terminate or expire;
2. you violate these Terms; or
3. we choose to terminate the License at our sole and absolute discretion, with or without reason.

Your access to and use of the Platform shall not violate the terms of the License and/or Open-Source Licenses, if and as applicable.

10. DISCLAIMERS

You hereby acknowledge and agree that we do not provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control, manage or custody any of your Digital Assets or Digital Wallets.

We are not your broker, fund manager, asset manager, or any intermediary to any broker, fund or asset manager. Neither the Platform nor anything in these Terms shall be considered as a broker and/or fund or asset management services, or any intermediation services thereto. We are not a financial institution or financial services provider, and have not been licensed or authorized by any regulatory authority or governmental body to carry out any regulated activities.

Neither we nor any part of the Platform provide financial, legal, regulatory, or tax advice or services directly, indirectly, implicitly, or in any other manner, and you should not consider any information contained in these Terms, on the Platform, or otherwise communicated by us or on our behalf to be a substitute for professional financial, legal, regulatory, tax, or other advice. You shall not rely upon the information displayed on the Platform, provided in the Documentation, or communicated by us in connection with the Platform when making any decision, and shall conduct your own independent investigation and research before making any transaction involving the Digital Assets including, for example, purchase of IDO Tokens.

The Platform and any information and materials available thereon or provided in connection therewith are not intended to constitute an offer of securities, financial instruments, IDO Tokens or other Digital Assets, or a solicitation for investment in or purchase of securities, financial instruments, IDO Tokens or Digital Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with the Digital Assets or IDO Tokens and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or investment decision. Please consult your own legal, financial, tax, or other professional advisors before making any decision.

Any transactions with the Digital Assets, including ZORO and IDO Tokens, are processed by the underlying blockchain network that we neither control nor operate. If you make a transaction on a blockchain, such transaction will be irreversible. We do not and cannot control or influence transactions with Digital Assets and, therefore, are not able to cancel, reverse, block, or freeze any transactions conducted by you or any other user of the Platform on a blockchain network.

11. KYC CHECKS

You shall be required to undergo and complete the KYC Checks before you can participate in any IDO or purchase IDO Tokens on the Platform or use certain other functionality of the Platform as may be determined by us from time to time. You will not be permitted to take part in any IDO until and unless you have completed the KYC Checks to our satisfaction.

The KYC Checks may be established or changed by us from time to time at our sole and absolute discretion, including in order to identify the users of the Platform and their place of residence, verify whether the users are Prohibited Persons, and comply with our internal policies or applicable

laws and regulations. Any determination of whether you have passed and completed the KYC Checks shall be at our sole and absolute discretion.

We may assign third-party service providers to facilitate and/or perform the KYC Checks in which case such service providers can be engaged to collect the information and materials from you, review and verify the information and materials collected, check the authenticity of your documents, check your name and details against those of persons on sanction lists, check or verify any other information, prepare the KYC or similar reports, and/or carry out any other activities related to the above as may be required for the purposes of performing the KYC Checks.

12. WARRANTIES AND REPRESENTATIONS

You represent and warrant to us that:

1. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Digital Assets and storage facilities, Digital Wallets, software wallets, distributed ledger technology and blockchain-based software;
2. you understand how the smart-contracts are implemented and operate and know how to interact with the Smart-Contracts;
3. any Digital Wallet used by you with or within the Platform is either owned by you or that you are validly authorized to carry out transactions using such Digital Wallet;
4. any funds or Digital Assets used by you within the Platform (a) are either owned by you or that you are validly authorized to carry out actions using such Digital Assets, (b) are from legitimate sources, and (c) were lawfully acquired;
5. you are not subject to any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is subject to a country-wide or territory-wide sanction imposed by any country or government or international authority;
6. you shall be solely responsible for all and any operations carried out through the Platform, and any and all transactions with Digital Assets including the IDO Tokens;
7. you understand and agree that the IDO Tokens that you may purchase through the Platform may be subject to the Vesting Terms and other restrictions on the use or disposal thereof;
8. you acknowledge and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Digital Assets or funds in any manner;
9. if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established and in each jurisdiction where it conducts business, and that you are duly authorized to act on behalf of such entity and enter into these Terms on its behalf;
10. accessing and/or using the Platform 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 your access to and use of the Platform shall be in full compliance with applicable laws;
11. you are not a Prohibited Person nor use the Platform for the benefit of a Prohibited Person;
12. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale, rent, or transfer of the Digital Assets, including IDO Tokens and ZORO, or other use of the Platform;
13. you understand that purchasing, selling, and holding the Digital Assets, including ZORO and IDO Tokens, carries substantial risk as the prices may change rapidly, and that you should obtain appropriate professional advice before making any decision;

14. you understand that the use of the Platform may not be beneficial to you and that you may sustain losses from transactions carried out through the Platform;
15. you shall not make any decisions based solely on the information available on the Platform or otherwise made available by us, including the Documentation, and shall conduct your own substantial research and analysis before making any decision;
16. you understand that we do not control, manage or influence the IDO Projects or IDO Tokens, and do not endorse or recommend any IDO Project or IDO Token;
17. your use of information available on the Platform or otherwise provided by us, including the Documentation, is at your own risk, and that nothing contained on the Platform shall be deemed a guarantee or promise that such information is true or correct, that you will receive any profit or benefit, or that any transaction via the Platform will be beneficial or suitable for you; and
18. all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your use of the Platform.

19. **PROHIBITED USE**

You agree that you shall not conduct or participate in any of the following activities when accessing or using the Platform, or in connection with such access or use:

1. disrupting, interfering with, or inhibiting other users from using the Platform, technical infrastructure or software that is used for operating the Platform, and carrying out activities that could disable, impair, or harm the functioning of the Platform, technical infrastructure or software that is used for operating the Platform;
2. using the Platform, related technical infrastructure or software for any illegal purposes, including, but not limited to, fraud, terrorism financing, or money laundering;
3. taking advantage of bugs or errors in program logic and/or code of the Platform or associated software;
4. circumventing or attempting to circumvent any access or functionality restrictions or limitations that the Platform has or may have, including with the use of malware, spyware, harmful code or software, or by undertaking hacker attacks or similar activities;
5. using the Platform, related technical infrastructure or software for any purpose that is harmful or detrimental to the Platform or to us, Affiliates or any user of the Platform;
6. violating any rights of any third person, including trademark or intellectual property rights;
7. fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain Digital Assets, funds, or property of other users or third persons;
8. activities for which a license or state authorization is required or compulsory under the laws or regulations applicable to you;
9. creating multiple accounts with the Platform;
10. subject to the terms of the applicable Open-Source Licenses, copying, reproducing, or cloning the Platform, or duplicating their essential elements, or creating derivative works based on the Platform or its elements without our prior written consent; and
11. carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

12. **THIRD-PARTY CONTENT**

When using the Platform, you may access, view or interact with the Third-Party Content and Third-Party Services. We are not responsible for and shall not be held liable in connection with, and do

not make any warranties, whether express or implied, as to the Third-Party Content or Third-Party Services. We do not endorse nor recommend any Third-Party Content or Third-Party Services and shall not be liable for or held responsible in connection with your access to or use of Third-Party Content or Third-Party Services or any related information, materials, services or tools. You hereby acknowledge and agree that your use of Third-Party Content and Third-Party Services, and your interactions with third parties that are linked to or from the Platform, are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

15. USER GENERATED CONTENT

You may be allowed to post, create, or furnish User Generated Content through the Platform. If you post, create, or provide any User Generated Content, you must ensure that such content at all times is true, accurate, complete, and up to date, and that such content does not violate the law or any rights of third parties. By creating or providing any User Generated Content you warrant that you own all intellectual property rights in and to such content or otherwise have the right to use the content in such a manner, and that such content does not violate any rights of third parties or laws. You shall be solely liable and responsible for your User Generated Content.

We do not immediately review all User Generated Content nor do we have such an opportunity. We do not undertake any obligations with respect to the User Generated Content, e.g., an obligation to review or post such content, or obligations of confidentiality. At all times, we retain the right to remove any User Generated Content without any prior notice or liability in case we, at our sole discretion, determine that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

We may use, reproduce, disclose, make publicly available and otherwise exploit any of your comments, suggestions, recommendations, or other feedback provided in connection with or relating to the Platform, our other products and services throughout the world in its sole discretion, without restrictions or any obligations to you. By creating User Generated Content, you grant us a non-exclusive, irrevocable, royalty free, perpetual, fully paid up, worldwide licence (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works from your User Generated Content and the right to assign these rights to third parties in whole or in part.

16. PLATFORM UPDATES

We may from time to time and without prior notice make certain updates, changes or modifications to the Platform or its components, including, but not limited to, updates or changes to the functionality of the Platform or its components, technical infrastructure of the Platform, security protocols and technical configurations of the Platform, any processes employed by the Platform, etc. Any such updates, changes or modifications shall be at our sole and absolute discretion, and in no circumstances shall we be responsible for or held liable in connection with any updates, changes or modifications to the Platform or its components.

17. PLATFORM AVAILABILITY

Generally, we are not going to terminate access to the Platform for any eligible person. At the same time, the availability of the Platform depends on various factors including those that are out of our

control. We do not warrant or guarantee that the Platform will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access, bug-, virus-, or error-free. We will make a commercially reasonable effort to inform you if, when, and to which extent the Platform or any of its parts are or will be unavailable.

The Platform or its components may be inaccessible or inoperable from time to time for any reason, including, for example, due to maintenance procedures, Platform updates, disruptions, third-party interferences, hacker or malware attacks, force majeure circumstances, failures in the operation or malfunction of the underlying technical infrastructure or software of the Platform, unavailability of the Third-Party Services used in the Platform operation. Accordingly, your access to or use of the Platform or certain of its components or functionality, as the case may be, may be prevented or limited without notice.

We may, at our sole and absolute discretion, limit, suspend, or restrict access to the Platform or any of their components for persons who reside or are located in specific jurisdictions or territories, including in accordance with our internal risk management policies, due to legal uncertainty, or for other reasons. You agree to comply with such limitations and not to circumvent or bypass them in any way. You hereby agree that we may install and utilize certain software, solutions and/or tools (for example, geo-blocking solutions) allowing us to identify Prohibited Persons or users which have violated these Terms or the law, and restrict their access to and use of the Platform. We may restrict or suspend your access to and/or use of the Platform with immediate effect and without notification and liability if (i) we, acting at our sole discretion, determine that you have violated or may likely violate these Terms, applicable laws or regulations, or (ii) you or your actions create or may create legal exposure for us or the Platform.

We may, at any time and at our sole and absolute discretion, without prior notice and liability, terminate or discontinue the Platform or any of its components or functionality. There is no warranty that the Platform or certain functionality thereof will remain available or accessible.

18. PROPRIETARY RIGHTS

The Platform may contain names of services and products, logos, trademarks and other marks which are owned by us, Affiliates, applicable right holders. Unless otherwise explicitly prescribed in these Terms, you do not receive any rights, title, or interest in or to such names, logos, trademarks, and other marks, and we, Affiliates, respective right holders reserve the right to prohibit any use of such names, logos, trademarks, and other marks at any time. You may not obscure, remove or alter any marks or notices displayed on the Platform. Any rights not expressly granted to you under the License and/or applicable Open-Source Licenses are reserved by us, respective Affiliates, and/or other rights holders.

Certain components used in the Platform or Smart-Contracts may be distributed under the Open-Source Licenses, the terms of which shall be made available to you, and you agree to abide by and comply with the terms of such Open-Source Licenses, if applicable. Subject to the foregoing sentence, the Platform, including their elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

19. VOID TRANSACTIONS

Any funds or Digital Assets misappropriated or obtained as a result of or in connection with the violation of these Terms or intended logic of the Platform, including any interference in the

operation of the Platform or its components or any attack on the Platform or its users, shall be considered immediate property of the Company, and any transactions related to the foregoing shall be considered null and void *ab initio*.

20. NO ADVICE

No part of the information or content available on the Platform or otherwise provided by us or on our behalf in connection with the Platform should be considered to be business, legal, financial, investment, or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax, or other professional advisors regarding this information. We shall not be responsible for the accuracy, completeness or timeliness of the information and materials contained on the Platform or otherwise communicated to you, either by us or on our behalf, in connection with the Platform, therefore, any use of or reliance upon such information and materials shall always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom.

21. TAXATION

You shall be solely and entirely responsible for all and any present or future taxes, including income tax, stamp tax, capital gain tax, value added tax, other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any state, government, or governmental authority, and any tax liabilities, which arise, may arise, be imposed or applied in connection with your use of the Platform, purchasing, holding, using, or disposing of the ZORO Tokens, IDO Tokens, or any other Digital Assets, or any transactions contemplated hereunder.

22. NO WARRANTY

The Platform and each of its components are provided on an “as is” and “as available” basis. Your use of the Platform will always be at your own risk. We make no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, with respect to the Platform, all of which are expressly disclaimed and denied.

We do not warrant, whether expressly or impliedly, and hereby expressly disclaim any warranty and representation that:

1. the Platform will work as expected, have any specific functionality, or contain any particular components;
2. the Platform will be secure or available at any particular time or place, or will continue working, operating or functioning for any period of time;
3. the Platform, its use, or any transactions carried out on or through the Platform will meet your expectations or be beneficial to you;
4. any information provided through the Platform or otherwise communicated in connection with the Platform, including the Documentation, will be timely, accurate, reliable, complete, true or correct;
5. the ZORO Tokens or IDO Tokens will work as expected, hold any particular value or have any value at all, or that the acquisition, use or holding of ZORO Tokens or IDO Tokens will be beneficial to you;

6. relates to the legal or juridical status or nature of the Digital Assets, including ZORO Tokens and any IDO Tokens, or with regard to their legal or other qualification;
7. the Platform will be free of viruses, errors, bugs, trojan horses, defects, flaws, malfunctions, or other harmful components, or properly protected from hacker, malware, spyware or other attacks, or third-party hostile interferences; or
8. any defects or errors in the Platform will be corrected.

23. WAIVER OF FIDUCIARY DUTIES

Neither the Platform nor these Terms create or impose nor are intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary contained in these Terms and to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and implied contractual covenant of good faith and fair dealing to the extent required by the law.

24. LIMITATION OF LIABILITY

To the maximum extent permitted under the applicable law, in no event shall:

1. the Company Parties be responsible for or held liable in connection with any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms, the Platform, your participation in the IDO, or any transactions contemplated hereunder, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether any of the Company Parties have been advised of the possibility of such damages;
2. the Company Parties be responsible for or held liable in connection with the the IDO Projects, their actions or omissions, or IDO Tokens, their use or performance;
3. the Company's or Affiliates' respective officers, directors, employees, consultants and shareholders be held personally liable in connection with these Terms, the Platform, your participation in the IDO, or any transactions contemplated hereunder, provided that this item "(iii)" shall not limit our liability as an entity;
4. the Company Parties be responsible for or held liable in connection with any damages or losses arising out of or in connection with a hacker attack, phishing attack, malware attack, viruses, or trojan horses, whether affecting or transmitted via the Platform or otherwise, or any other unauthorized third-party intervention in the operation of the Platform;
5. the Company Parties be responsible for or held liable in connection with any inaccuracy, error, delay in, or omission of any information contained in the Documentation, provided on the Platform or otherwise communicated to you in connection with the Platform, or your reliance on or use of such information;
6. the Company Parties be responsible for or held liable in connection with the Third-Party Services or Third-Party Content; and
7. the aggregate liability of the Company Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, the Platform, your participation in the IDO, and any transactions contemplated hereunder exceed the greater of (a) the aggregate amount of funds actually allocated by you to the purchase of IDO Tokens through the Platform during the past 3 (three) months preceding the date of the event that gave raise to the liability, or (b) USD \$1,000 (one thousand U.S. dollars).

You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above in this Section 25 from the Company Parties and/or persons specified above. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. Neither this Section 25 nor anything in these Terms limits or is intended to limit liability arising from fraud, intentional misconduct, or gross negligence.

25. INDEMNIFICATION

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Company Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations or warranties, (ii) your access to or use of the Platform, and (iii) exercising, enforcing, or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms.

We reserve the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 26. The indemnity set out in this Section 26 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

26. FORCE MAJEURE

To the maximum extent permitted under the law, in no event shall we be held liable or responsible for any non-performance or undue performance of these Terms or our obligations to you if such non-performance or undue performance results from or is caused, directly or indirectly, by the following force majeure circumstances: (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) epidemic, pandemic, insurrection, riot, labor dispute, accident, (iv) sanctions, government actions, embargoes, (v) injunctions, cease and desist orders, restraining or similar orders, other actions of a court, governmental or other authorities, (vi) malfunctions of the software, blockchain networks, smart-contracts, other technologies related to, relied upon by, or used in connection with, the Platform, hacker and any other attacks on the Platform or underlying blockchain networks and software; (vii) loss or theft of Digital Assets as a result of an attack, including hacker, malware, or other attack, or third-party hostile interference; (viii) actions, failures to act or inactions of Third-Party Service providers or other third parties, fraud or theft of funds by third parties (including so-called “exit-scams”), (ix) system interference and/or destruction by any malicious programs, (x) power failure, equipment or software malfunction or error, (xi) other circumstances beyond our control interfering the performance hereof.

27. FEES

We may introduce, change and charge certain fees for the access to or use of the Platform or any of its components. Please note that the fees may be charged for the use of certain functionality of the Platform or otherwise in connection with the transactions contemplated hereunder. We will make commercially reasonable efforts to notify you of such fees where possible. The fees that are being charged by the applicable smart-contracts shall be governed by such smart-contracts.

28. ASSOCIATED COSTS

When you make transactions on or through the Platform, certain Third-Party Costs may arise. For example, when you make a blockchain transaction, the underlying blockchain network will normally charge you a gas fee for processing your transaction. Certain fees may be charged by the software wallet that you use with the Platform. You shall bear any and all Third-party Costs and we will not be responsible for or held liable in connection therewith. We may not be able to notify you about the Third-Party Costs involved in your transactions or provide accurate information about such Third-Party Costs, therefore, you agree to always independently check, review and verify any Third-Party Costs involved in your transactions.

29. RISK DISCLOSURE STATEMENT

By accepting these Terms, you hereby warrant that you have read, understood, and acknowledged the risks set out in our Risk Disclosure Statement. You hereby acknowledge, accept, and assume the risks set out therein and represent that the Company Parties shall not be held liable or responsible for any damages or losses arising from or in connection with such risks.

30. APPLICABLE LAW

These Terms, as well as any and all relationship between you and us relating to the Platform or any transaction contemplated in these Terms shall be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

31. DISPUTES RESOLUTION

Except for any Disputes in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company hereby agree to settle and finally resolve any Dispute arising out of or in connection with these Terms or the Platform in binding arbitration and in accordance with this Section 31. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

For any Dispute that you have against us or relating in any way to these Terms or the Platform, you shall first contact us and attempt to resolve the Dispute informally by sending a notice of your claim to us by email at info@zoro.org. Such notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.

Any Disputes arising out of or in connection with the Platform, these Terms or any matters contemplated herein, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration rules, which are deemed to be incorporated by reference herein. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. You and the

Company hereby agreed that the arbitration hearing shall be conducted digitally by conference call, videoconference, or using other communications technology. Any and all notices, requests, demands, and other communications which are required or may be given in connection with the arbitration shall be sent in electronic form, either via email or other electronic means including via any electronic filing system operated by the LCIA. Any and all notices, requests, demands, and other communications sent by electronic means shall be treated as having been received by a recipient on the day it is transmitted (such time to be determined by reference to the recipient's time zone).

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, we, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

To the maximum extent permitted under the law, you and we waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

To the maximum extent permitted under the law, you and the Company hereby agree that any claim arising out of or related to these Terms or the Platform or an IDO shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you nor the Company will have the right to assert such claim.

32. COMMUNICATION

You agree and consent to receive electronically all Communications that we provide in connection with these Terms and the Platform. You agree that we may provide Communications to you by posting them on the Platform, on our X (Twitter) account <https://x.com/zorotechnology> , in our Telegram channel zorotechnology, and others, that may be updated from time to time, provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to these Terms. If you provide us with your email address, we may (but will not be obliged to) send Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published.

You may electronically communicate with us by sending Communications to the following email address: info@zoro.org. We may require you to provide additional data or documents that will allow us to identify you.

33. NO WAIVER

No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

34. NO PARTNERSHIP OR AGENCY

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership, joint venture or employment relations between any of the parties hereto, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

35. ENTIRE AGREEMENT

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

36. PERSONAL DATA

Your personal data is processed in accordance with our Privacy Policy.

37. SURVIVAL

Provisions hereof construed to survive the termination of these Terms shall survive any expiry or termination of these Terms. Sections 6, 7, 10, 19, 20 through 26, 30 through 33, 37 and 39 shall survive any expiration or termination of your access to or use of the Platform, regardless of the reasons.

38. LANGUAGE

Currently, only the English version of these Terms, the Platform interface and any Communications is considered official. The English version shall prevail in case of differences in translation of any information, documents, Communications, or other content.

39. ASSIGNABILITY

You shall not have the right to assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms, including any rights and obligations hereunder (i) in connection with domiciliation, corporate reorganization, etc., (ii) to a successor or an Affiliate, or (iii) to another person or entity, if we sell or otherwise dispose of the Platform, in whole or in part, and no such transfer or assignment shall require your additional consent or approval which is deemed to have been granted hereunder.

40. VALIDITY AND ENFORCEABILITY

If any provision or part-provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under these Terms will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) these Terms will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of these

Terms will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of these Terms a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. In any event, the invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

41. INTERPRETATION

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to our disadvantage because we were responsible for the preparation of these Terms.

The terms “investment”, “investing”, “deposit”, and other similar terms, as may be used herein, on the Platform or in materials provided by us or on our behalf, are not meant to be interpreted literally. Rather, such terms are being used to draw rough, fuzzy-logic analogies between the heavily automated and mostly deterministic operations of decentralized smart-contracts and the discretionary performance of traditional off-chain transactions by people. When using smart-contracts, there are no legal agreements, promises of payment, or courts of law, and therefore there are no investments or other traditional transactions involved.