#### Web3 Labs LLC Terms and Conditions

### Last Updated: October 19, 2024

Please review these Terms of Use ("**Terms**") carefully as they outline the legally binding terms and conditions that govern your access to and use of the web-hosted user interface provided by Web3 Labs LLC ("**Web3 Labs**," "we," "us," or "our") including related trademarks, software code, and intellectual property (the "**App**"). These Terms govern your rights, obligations, and our disclaimers and limitations of liability relating to the use of the App and associated services. By using the App, you agree to be bound by these Terms.

### 1. Description of the App

- 1.1. The App provides users with access to services offered by Web3 Labs, which includes but is not limited to blockchain-based transactions, cryptocurrency token management, and decentralized finance (DeFi) interactions.
- 1.2. To use specific features of the App, you may be required to register an account, connect a compatible digital wallet, and provide accurate and complete information as requested by Web3 Labs.

## 2. Use of the App

- 2.1. As a condition of your access to and use of the App, you represent and warrant the following:
  - You are at least 18 years of age or the legal age in your jurisdiction.
  - You have the legal authority to agree to these Terms.
  - You will not use the App for any unlawful activities or violate any applicable laws.

#### 3. Fees and Gas Costs

3.1. You are responsible for any transaction fees or gas costs associated with the use of blockchain technology when interacting with the App. These costs are determined by network conditions and are outside the control of Web3 Labs.

#### 4. Prohibited Activities

- 4.1. You agree not to engage in the following activities while using the App:
  - Violating any applicable laws or engaging in any illegal or unauthorized activity.
  - Circumventing any content-filtering techniques or security measures.

• Engaging in behavior that harms or disrupts the functionality of the App or its users.

### 5. Intellectual Property Rights

5.1. Web3 Labs retains all intellectual property rights associated with the App, including but not limited to trademarks, software, and other content. You are granted a limited, non-exclusive, non-transferable license to access and use the App for personal, non-commercial purposes only.

#### 6. Modifications and Termination

6.1. Web3 Labs reserves the right to modify, suspend, or terminate access to the App at any time, with or without notice. We are not responsible for any damages or losses resulting from the modification or discontinuation of the App.

#### 7. Disclaimers and Risks

- 7.1. The App is provided on an "as-is" and "as available" basis. Web3 Labs disclaims all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 7.2. Using the App involves inherent risks related to blockchain technologies, including potential loss of assets due to errors in transactions, technological vulnerabilities, and market volatility.

# 8. Limitation of Liability

8.1. To the maximum extent permitted by law, Web3 Labs will not be liable for any indirect, incidental, special, or consequential damages arising from your use of the App. Our total liability to you for any claims will not exceed fifty U.S. dollars (\$50).

## 9. Dispute Resolution and Arbitration

9.1. Any disputes arising under these Terms will be resolved through binding arbitration, with the parties waiving their rights to a trial by jury or participation in a class action. The arbitration will be conducted in accordance with the rules of the American Arbitration Association.

## 10. Governing Law

10.1. These Terms are governed by the laws of the State of Oklahoma, without regard to its conflict of laws principles. Any legal proceedings arising under these Terms will be brought exclusively in the state or federal courts located in Oklahoma.

## 11. Privacy Policy

11.1. Your use of the App is subject to Web3 Labs' Privacy Policy, which outlines how we collect, use, and protect your personal data. By using the App, you consent to our processing of your data as outlined in the Privacy Policy.

## 12. Changes to the Terms

12.1. Web3 Labs may modify these Terms from time to time. Any changes will be effective upon posting, and continued use of the App after the posting of changes constitutes acceptance of the revised Terms.

#### **Contact Information:**

If you have any questions regarding these Terms, please contact us at: <a href="mailto:client@web3lab.dev">client@web3lab.dev</a>