

GIVEARN TERMS OF USE

Last update: February 04, 2024

The following Terms of Use (henceforth "Terms") represent an agreement between you (also referred to as "User", "you", or "your") and Givearn Ltd., registered under number 207123210, located at 12 "Tsar Ivan Asen II" Str, Sredets District, Sofia City, Bulgaria (also known as "Givearn", "Company", or "we"). When you access, download, utilize, or accept any services provided by Givearn, you are thereby acknowledging, accepting, and agreeing to these Terms, the Company's Privacy Policy, and any additional Supplementary Terms, regardless of your role or capacity in accessing or using Givearn services.

I. DEFINITIONS

For the purposes of these Terms, the subsequent terms, characterized by capitalized initial letters, are defined as indicated in this section or in the text that follows. These definitions retain their meaning regardless of their grammatical number (singular or plural):

1. "Account" refers to a unique profile established by a User within the Givearn App, providing access to the array of Services offered by Givearn.
2. "Virtual Currency" is a digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily linked to a legally established currency, and does not have the legal status of currency or money, however, it is accepted by physical or legal persons as a means of exchange and can be transferred, stored, and traded electronically.
3. "Fiat" symbolizes currency that is regulated and monitored by the European Central Bank or other central national banking institutions and regulatory authorities. Givearn exclusively accepts wire transfers in euro (EUR) currency.
4. "Givearn App" signifies the authorized Givearn application accessible via Google Play Store, Apple App Store, or any other officially recognized sources, which is employed to facilitate the provision of Givearn Services.
5. "KYC" is an acronym for 'Know Your Client/Customer', a process directed towards verifying the identity of a client or customer and ascertaining the origin of their wealth/funds, in compliance with European Union and relevant national legislations.
6. "Privacy Policy" outlines Givearn's protocol concerning the collection, utilization, and disclosure of User information and acquaints Users with any applicable rights they possess.
7. "Order" indicates an instruction delivered to the Givearn App by a User, relating to the utilization of the Services.
8. "Services" or "Givearn Services" encapsulates both the current and future services rendered to Users by Givearn, accessible via the Givearn App.

9. "Supplementary Terms" denote the Privacy Policies, Pricing Details, and any other existing or future terms and conditions that apply to the Services.
10. "Third-Party Services" are defined as services operated by third parties and/or independently-run platforms, websites, and clients within those ecosystems.
11. "Transaction" corresponds to an Order that has been executed successfully.
12. "User" means a natural person who accesses or downloads the Givearn App or uses Givearn Services.

II. GENERAL PROVISIONS

1. These Terms establish a legally binding contract between you and the Company. The Supplementary Terms are inseparable from these Terms and hold equal weight, thus enforcing the same legal obligation upon you.
2. Givearn is a regulated company registered in the European Union (BG). It operates as a provider of exchange services between virtual currencies and recognized fiat currencies under License #BB-131 issued by the National Revenue Agency. Givearn strictly adheres to the regulations outlined in the EU 5th Anti-Money Laundering (AML) Directive, ensuring compliance with both international standards and domestic regulations governing the industry.
3. Givearn holds the right to revise or alter these Terms at any moment as per its discretion. Users will be informed of these modifications on the Givearn App.
4. Your acknowledgement is required to affirm that the creation of an Account does not confer you any rights of ownership, equity participation, or any form of participation in the Company, its shareholders, affiliates, partners, or contractors.
5. By accessing and utilizing Givearn Services, you warrant and declare that you are not featured on any lists typically employed for anti-money laundering and terrorism financing screening. These lists include, but are not limited to, the United Nations Security Council Sanctions list, European Union (EU) Consolidated list, EU Terrorism list, the Specially Designated Nationals list maintained by the United States Department of the Treasury, or any comparable lists.
6. You understand and agree that Givearn retains the right to decide whom it shall provide its services to. Furthermore, even if Givearn Services have been provided prior to that, Givearn reserves the right to, at its discretion, terminate, restrict, or decline their provision at a later stage.
7. **Accuracy of the information provided through Givearn Services**

Givearn provides no guarantees regarding the precision, applicability, reliability, integrity, performance, or suitability of the information accessible through Givearn Services. Givearn expressly disclaims any liability for any direct or indirect losses or damages that may arise from the usage of such content and information.

Please note that the information supplied by Givearn may be subject to change without prior notice. This information is furnished to assist Users in making independent decisions. It's important to understand that the information provided by Givearn is not designed to function as investment, financial, legal, or consultancy advice.

Givearn does not offer investment, financial, legal, or consultancy advice of any nature. Therefore, Givearn holds no responsibility for how the information on Givearn or any other communication medium is used or interpreted. We encourage you to seek professional advice before making decisions based on the information provided through Givearn Services.

8. Registration and General Requirements

To use Givearn services, users must meet certain requirements, successfully sign up, and clear the Know Your Customer (KYC) process. Givearn retains the right to revise these requirements at any point, without issuing prior notice.

a) Registration

Before using Givearn services, users must sign up and have a Givearn account. Only individuals are eligible to access these services. During registration, users are required to provide all necessary information, documentation, consents, and data. Each user, unless given explicit written permission from Givearn, may only have one main account at any time. Givearn may, at its discretion, refuse to open an account for a user without needing to provide a reason or explanation.

b) Eligibility

When registering for an account, Users declare and affirm that they are at least 18 years old as individuals, possess full legal capacity and adequate permissions to agree to these Terms and the Supplementary Terms, have never been suspended or removed from using Givearn services, currently don't possess an account, are not residing in or aren't citizens of high-risk and/or sanctioned countries such as, but not limited to, Belarus, China, Canada, Cuba, Democratic Republic of Congo, Russian Federation (the list will be routinely revised and updated, and the latest version might be made available on Givearn App); aren't located in a country / territory whose laws prevent the use of these services, don't act on behalf of a user as described in the preceding points, and that their continuous use of Givearn services will not contravene any applicable laws and regulations, especially those related to anti-money laundering, anti-corruption, and counter-terrorism financing.

Givearn holds the right to introduce, modify, or implement further restrictions at its discretion at any moment. Givearn reserves the right to discontinue providing services to users at any time, without prior notice or the obligation to offer an explanation for such termination. Note that some services may not be available in certain jurisdictions or to some users.

c) KYC

Registering an account with Givearn requires users to provide Personal Data, as per the Privacy Policy. The KYC process and identity verification may require information such as full name, email address, contact details, phone number, username, government-issued ID or passport, residential address, date of birth, and other details collected during account registration or use of Givearn Services. The information collected during Givearn's KYC processes information is used to verify Users' identities and conduct due diligence (including through third parties) for the prevention of money laundering, terrorist financing, fraud, and other financial crimes, as well as for other legal purposes and those listed in our Privacy Policy. An additional independent KYC process may also be initiated by Third-Party Providers who facilitate the provision of some of the Givearn Services. The additional KYC process, potentially initiated by Third-Party Providers involved in the Givearn Services, serves as a standard security measure and regulations compliance and it is essential for Users to be informed that the data collected during this independent KYC process is managed according to the internal policies, terms of use, and other relevant documents of these Third-Party Providers. We strongly

encourage our users to familiarize themselves with these policies and terms to fully understand how their information is being used and protected by these Third-Party Providers. Please be aware that Givearn is not responsible for the actions or policies of these Third-Party Providers in respect to the collection and storage of user data.

You warrant that the information you provide during and after account registration is accurate, complete, not misleading, and will be updated if there is any change. Givearn reserves the right to ask for additional information or terminate your access to Givearn Services. If Givearn cannot reach you through the contact information you provided, you will be responsible for any loss or expense caused to Givearn.

d) AML and CFT Measures

In line with EU Directives and related national legislation on anti-money laundering (AML) and counter-terrorist financing (CFT), Givearn is required to conduct thorough inspections of Users by collecting and preparing documents and performing risk assessments. To comply with these obligations, Givearn may request additional information about Users, including but not limited to the source of funds or source of wealth if necessary.

If there is suspicion of money laundering, Givearn may be obliged to disclose Users' information to competent state authorities in line with applicable laws and regulations.

Moreover, it's important to note that if a single Order equals or exceeds the threshold stipulated by Givearn's internal Anti-Money Laundering (AML) rules, or any other relevant policies or regulations deemed applicable, Users may be required to furnish additional details and information, including but not limited to the origin of their funds. Furthermore, an investigation could be triggered, if a deposit substantially diverges from past deposit patterns or if the aggregated deposit amount over the previous twelve months surpasses the anticipated annual deposit threshold. In such cases, Users may also need to sign a specific declaration regarding the origin of funds or provide additional paperwork and/or information.

For further details on how user information is stored, refer to our Privacy Policy. This policy provides more information on how Givearn manages and safeguards user data in accordance with applicable data protection laws.

e) Account Security and Responsibility

Users' accounts can only be accessed by the individual who completed the account registration. Users agree to keep their access credentials confidential and not disclose them to any third party. Users are also solely responsible for securing their Account and Personal Data. Givearn reserves the right to suspend or cancel the use of the accounts by persons other than the account holder.

Users are accountable for all transactions under their account. Givearn is not liable for any loss or consequences resulting from unauthorized use of a User's account, including Orders or Transactions, use of account credentials, consent or submission of various rules and agreements by clicking on the Givearn app, or any other unauthorized actions.

If there is any suspicion or awareness of unauthorized use of an account and/or username and password, Givearn should be notified immediately.

III. GIVEARN SERVICES

Once you have successfully completed the registration process and your identity has been verified for your Account, you will gain access to Givearn Services. Please note, however, that Givearn retains absolute discretion in managing its Services. This includes the right to modify, limit usage, or even terminate any Givearn Services as deemed appropriate by Givearn. We are committed to delivering quality services and reserve these rights to ensure the best possible user experience.

1. General Guidelines

Your entitlement to access and utilize Givearn Services via your devices is contingent upon a revocable, restricted, royalty-free, non-exclusive, non-transferable, and non-sub licensable license, which is conditioned upon your full adherence to these Terms.

The use of the Services for resale, commercial purposes, including transactions conducted on behalf of other individuals or entities, or in any manner not explicitly permitted by these Terms is strictly prohibited.

You hereby acknowledge and consent that your utilization of the Services does not bestow or transfer to you or any third party, rights of ownership pertaining to the Services or any intellectual property belonging to Givearn. All content provided through Givearn Services, such as text, graphics, user interfaces, visuals, photos, sounds, diagrams, computer code (including HTML code), software, products, information, and documents, along with the design, structure, selection, coordination, expression, aesthetics, and arrangement, are solely owned, governed, and/or licensed by the Company or its parent companies, licensors, or affiliates.

The Company is the exclusive owner of the Givearn App, Services, and includes any software, domains, content, graphics, logos, icons, and service names. These elements are protected by pertinent copyright and other intellectual property laws, including those applicable to registered or unregistered trademarks and trade dress without limitation. The Givearn App, Services, and their content will remain the property of the Company or any of Givearn's affiliates and are protected by copyright, trademark, patent, and/or other intellectual property, proprietary, work product rights, and laws.

As a User accessing Givearn Services, you agree and commit to complying with the following provisions during your usage of Givearn Services:

- a) You agree that all your actions within the Services must adhere to the requirements of applicable laws and regulations, these Terms, the Supplementary Terms, and various rules, policies, guidelines, instructions of Givearn.
- b) Your utilization of the Services must not infringe on public interests, public morals, or legitimate interests of others. You should refrain from any actions that could potentially interfere with, disrupt, negatively affect, or inhibit other Users from using the Services.
- c) You commit not to use the Services for market manipulation, including but not limited to actions such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether these actions are prohibited by law.
- d) The following commercial uses of Givearn data are expressly prohibited: (a) Trading services that exploit Givearn quotes or market bulletin board information; (b) Data feeding or streaming services that make use of Givearn's market data; (c) Other websites/apps/services that charge or profit from (including via advertising or referral fees) market data procured from Givearn.

- e) Copying, downloading, storing, transmitting, disseminating, transferring, disassembling, broadcasting, publishing, modifying, replicating, duplicating, removing or altering any copyright statement or label, licensing, sub-licensing, selling, mirroring, designing, renting, leasing, private labeling, securing interests in the properties, creating their derivative works, or otherwise exploiting any part of the properties is prohibited.
- f) Abusive behaviors, including but not limited to use of deep linking, web crawlers, bots, spiders, or other automated, scripts, algorithms, or methods to access, copy, or monitor any part of the properties, or to probe, scan or test the vulnerabilities of the Services or attempt to access any part or function of the properties by hacking, password mining or other unlawful means are strictly forbidden. You also agree not to forge headers, impersonate, or otherwise manipulate identification to disguise your identity or the origin of any messages you send to Givearn.
- g) You agree that Givearn reserves the right to investigate any violation of these Terms, unilaterally determine whether you have breached these Terms, and take necessary steps.

2. Swap Services

The Swap Services ("Swap Services"), which involve the exchange of Virtual Currencies for Fiat currency, whether through purchase or sale transactions, shall be provided in accordance with the provisions outlined in these Terms, as follows:

- a) The Swap Services offered by Givearn is for the swap of value between Fiat and Virtual Currencies or vice versa. The Swap Services allow each User to buy or sell Virtual Currencies against Fiat. The completion of an Order on the Givearn App, culminating in a market order ('Market Order'), depending on the successful receipt of funds. This process relies on the services provided by engaged Third-Party Providers. Due to this dependence, Givearn cannot guarantee the execution of the Market Order within a specific timeframe. There may be instances where service interruptions or delays occur, which are beyond our control and stem from these Third-Party Providers. The exchange rate for the execution of the swap will be determined at the time of the actual Market Order execution, which may occur within the designated time frame. Therefore, the exchange rate is determined at the time of the Market Order rather than at the moment of the User's Order, acknowledging the existence of a potential delay between the two events. Pricing, swap rates, and network fees depend entirely on the movement of the markets and network load, over which Givearn cannot exercise any control or influence. Apart from any transaction fees, Givearn is entitled to deduct a fee for the performed Swap Services in accordance with the Pricing Details;
- b) Users are presented with three primary payment methods: wire transfer to Givearn's designated bank account, debit/credit card payment, or, depending on the device, Apple Pay/Google Pay payment. For wire transfers, only payments in Euros (EUR) are accepted, with a minimum transaction amount set at 10 €. Similarly, when acquiring Virtual Currencies via debit/credit card, Apple Pay, or Google Pay, the transactions, which also must be in Euros (EUR), are limited to amounts ranging from 35 € to 2500 €. Should any payment fall below the minimum threshold, Givearn may not fulfill any related Orders or reimbursement requests, as the processing costs for such transactions could exceed the payment value. Additionally, payments in Fiat currencies other than EUR are subject to either rejection or additional conversion charges. When choosing to pay with a debit/credit card, or through Apple Pay/Google Pay, the user initially purchases Ethereum (ETH), which is then utilized for subsequent transactions. Regardless of the chosen payment method – wire transfer, debit/credit card, Apple Pay/Google Pay – the User will ultimately acquire a specific type of Virtual Currency (sMLP token, governed by the MUX

protocol), herein referred to as "Index Asset(s)." The Index Asset functions as a portfolio ("Portfolio") comprising various other underlying Virtual Currencies referred to as "Digital Assets." Upon purchasing the Index Asset(s), Users will gain visibility of the distinct Digital Assets encompassed within the Portfolio through the Givearn App. Prior to placing an Order, the Givearn App will provide Users with clear indications that include comprehensive details about the Portfolio. This information encompasses a list of Digital Assets, their respective prices, recent volatility, and relevant definitions. The Portfolio represents a judiciously curated selection of Digital Assets, selected based on predefined parameters to offer diversification and exposure across various sectors or market segments. The Portfolio is intelligently designed to dynamically adjust the weighting of the Digital Assets in response to prevailing market conditions while ensuring a consistent allocation of half of the Portfolio to more stable Digital Assets.

- c) By submitting an Order through the Givearn App, providing the necessary information, it is hereby mutually agreed that the Fiat/ETH amount transferred will be automatically converted into the corresponding quantity of Virtual Currencies, in accordance with the rate determined as outlined above after deducting the applicable fees. Submitting an Order via the Givearn App, authorizes Givearn to execute the Order and charge any applicable fees. Once placed, an Order cannot be canceled, changed or revoked.
- d) The precise composition of the Portfolio and the individual weights assigned to the various Digital Assets therein are determined by a smart contract operating under a protocol, which is not controlled directly or indirectly by Givearn. The Index Asset's value is a direct reflection of the performance and market volatility of the underlying Digital Assets contained within the Portfolio. Users are hereby aware that over time, the Portfolio's composition may evolve, reflecting the operational rules and guidelines of the governing smart contract and that the smart contract may be subject to periodic modifications and supplements.
- e) Givearn reserves the right to modify the Index Asset acquired through the Swap Services. This alteration may influence the specific composition of the Portfolio and the individual weightings of the various Digital Assets. In the event of such a modification, Givearn may cease support for the former Index Asset, necessitating users to transition to the new index asset ("New Index Asset"). This significant change will be communicated to Users through email, in-app notifications, or other direct methods, providing a minimum notice period of 7 days. During this period, Users must indicate whether they accept the migration to the New Index Asset. Should a User disagree with this change, it will trigger an automatic conversion (sale) of their current Index Asset, with the proceeds being transferred to the designated User's bank account. Conversely, if a User agrees to the modification, or if no response is received within the allocated 7-day timeframe, their holdings in the Index Asset will be automatically swapped to the New Index Asset. It is essential to note that unless explicitly stated otherwise in these Terms, Givearn assumes no liability for any modifications, terminations, or discontinuation of use of the Index Asset. Users acknowledge this as part of the inherent risks and dynamics associated with digital asset management and agree to the terms of these potential adjustments as part of their participation in the Swap Services.
- f) The ownership of the Index Asset, representing the underlying assets, shall exclusively reside with the Users. The rewards rights derived from staking the Index Asset(s) shall be the sole property of Givearn. These rewards rights shall not impact or transfer ownership of the Index Asset to Givearn.
- g) Users must acknowledge and accept all the risks inherent in purchasing and holding the Index Asset(s). Givearn shall not be held liable for any failures or breaches related to the Index Asset or the Digital Assets. Furthermore, Givearn shall not assume responsibility for any fluctuations in market prices. Users

are advised to conduct their own risk assessment before engaging in transactions involving purchases of any type of Virtual Currencies;

- h) Users are entitled to demand the conversion (sale) of their accumulated Index Asset(s) into Fiat currencies (EUR), governed by the prevailing exchange rate at the time of Transaction. In such scenarios, the equivalent value of the Index Assets will be transmitted into Fiat (EUR) and remitted to the User's designated bank account should the ability to redeem the Index Asset(s) is ensured. If the User's bank account details are unclear or incomplete, Givearn will request clarification or additional information from the User. It is the User's responsibility to ensure that the bank account information submitted is both accurate and current to facilitate a seamless transaction. Givearn holds no responsibility for any losses that may arise due to the provision of inaccurate or invalid bank account by the User. Givearn is not liable for delays in the transfer of funds that may occur due to the User's failure to provide sufficient and timely assistance or necessary bank account information.
- i) Givearn does not guarantee the processing of transactions within a specific timeframe, as the duration of these transactions is contingent upon the services provided by engaged Third-Party Providers. In addition, Givearn reserves the right to suspend accounts exhibiting abusive transaction behaviors, including but not limited to, excessive daily Orders. Givearn maintains the right to enforce fees automatically, without the requirement to provide Users with advanced notice or await their approval;
- j) Users acknowledge that fiat services, related to Swap Services, will be provided by third-party payment service providers ("Payment Service Providers"). Your relationship with the Payment Service Providers is a separate relationship, independent of the relationship between you and Givearn. In this regard, these Payment Service Providers may necessitate the User to undergo a separate KYC process, distinct from the Company's existing KYC procedure. This separate process may entail the submission of personal data, identity documents, and even biometric data. Givearn makes no representation or warranty to you with respect to any services provided by a Payment Service Provider even though the User may access those services via the Givearn App. Users assume all risks associated with accessing or using the services of Payment Service Providers.

3. Custodian of Virtual Currencies

Givearn partners with a third-party service to manage and maintain custody of all Virtual Currencies in Users' Account. You acknowledge, understand, and explicitly consent to Givearn's use of your Virtual Currencies, within its Third-Party Services. The protection may include coverage for theft, loss, or damage of Virtual Currencies. Please note that Givearn assumes no responsibility for risks associated with Third-Party Services custodians that store and manage funds. The Virtual Currencies under Givearn's operation do not enjoy protection under any insurance policy in Givearn's name. Instead, the latter could potentially be covered by third-party insurance provided to the Third-Party Services custodians to whom the funds are entrusted. However, this coverage is subject to the terms and conditions of those Third-Parties Services custodians, and cannot be guaranteed.

Despite this custody arrangement, ownership of the Virtual Currencies remains with you at all times, and is not transferred to Givearn, except under circumstances agreed otherwise. It is your sole responsibility to ensure the protection and security of your Accounts and passwords, as they grant access to your Index Asset(s). You are fully accountable for maintaining the confidentiality of your account information and for any actions taken through your Account.

By using the Services, users acknowledge and accept that they are recognized as creditors to the company for any receivables they may have. This means that the users may have a claim to recover their outstanding debts

or obligations owed to them by the company. Givearn maintains the prerogative to sell or convert Index Asset(s) only when deemed necessary in case of a "force majeure" event including, but not limited to smart contract hack, or other extreme scenario likely to result in loss of wealth in a short period of time. This measure is an integral part of Givearn's risk management strategy, serving to shield user funds from external threats and ensuring adherence to emerging regulatory requirements and is hereby acknowledged by the User. This action epitomizes Givearn's dedication to safeguarding the financial interests of its Users.

4. Referral and Marketing Programs

Users, along with their referred associates, could be eligible to receive a grant equivalent to 5% of the associate's initial investment, with a maximum value of 50 EUR for each participant, paid out in the equivalent Index Asset(s). This grant is contingent upon meeting the criteria for a successful referral within the "Referral Program". A referral is considered successful when the new user - the referred party - maintains their initial investment for a minimum duration of 30 days. Additionally, the referring individual must sustain an investment equivalent to 100 EUR or more to qualify. The initial Fiat investment amount is considered for determining eligibility, irrespective of subsequent changes in the investment value.

Under the "Marketing Program", users are invited to participate in promotional activities or periodic giveaways. These events may offer additional rewards, such as bonus Index Asset(s) or exclusive prizes, in support of marketing efforts or to boost user engagement. The details regarding eligibility criteria, reward types, and the schedule of these events will be comprehensively described in the specific terms and conditions for each event. To claim eligibility, users must familiarize themselves with and accept these associated terms, which will be announced on Givearn's blog. It's important for users to regularly check the blog for updates on upcoming activities or giveaways.

Users should bear in mind that Givearn retains the authority to adjust both the grant amount and the eligibility requirements for both the Referral and Marketing Programs at its sole discretion. Furthermore, Givearn reserves the right, at its sole discretion, to withhold any kind of rewards from any user for both programs, ensuring the integrity and fairness of our offerings. This flexible approach allows Givearn to adapt the program to evolving market conditions and community needs, while also safeguarding against any misuse or fraudulent activities.

5. Rewards

Givearn has instituted a system for disbursing rewards, derived from the staking features of the Index Asset(s) to Users of the Services. ("Rewards"). The Rewards are issued on a weekly cycle. The specific time and schedule for the distribution of Rewards will be determined by Givearn. Users acknowledge and agree that the distribution of Rewards may be subject to the terms and conditions set forth by Givearn, including any predefined percentages or allocation mechanisms and may be amended and/or supplemented from time to time.

Users understand and accept that all Rewards generated from the Index Assets will be claimed by Givearn. This will directly support the overall operational efficiency and long-term sustainability of the Givearn App. By participating in the platform, users actively contribute to its vitality and continuous improvement, while also enjoying the diverse opportunities and functionalities it offers.

Givearn retains full discretion to determine whether to distribute Rewards, the form in which they are distributed, and the rate at which they are distributed. It is explicitly acknowledged that Givearn is not obligated to distribute Rewards. The decision to distribute rewards shall be at the Givearn's sole discretion, and the absence of Rewards distribution shall not be considered a breach of these Terms.

It is understood and agreed that the separation of Rewards rights from ownership of the Index Asset(s) is a legal distinction. Users explicitly acknowledge that ownership of the Index Asset(s) is distinct from the potential receipt of Rewards, and it should not be interpreted as granting any entitlement to Rewards for the Users. By utilizing the Givearn App, Users acknowledge their understanding and acceptance of the separate rights to ownership over Index Asset(s) and Rewards as outlined in this provision.

Givearn may distribute Rewards to Users at a variable rate, which is showcased in the Givearn App for transparency. This system equates to an annual Rewards that Users can monitor in real time. Givearn reserves the right to modify the system for distribution of Rewards, including but not limited to changes in the form, rate, or eligibility criteria, at its sole discretion, and such changes may occur without any advance notification. The most recent rate will be visible in the Givearn App, facilitating real-time tracking for Users.

In compliance with applicable tax laws and regulations, Givearn will be entitled to deduct and withhold a predetermined percentage of the Rewards, as withholding tax, prior to their distribution to Users. This withheld amount represents a tax that Givearn, collects and pays on behalf of the Users, who are the recipients of the Rewards. These deductions will align with the existing legal and regulatory frameworks. Users recognize and agree that these deductions may be necessary to uphold Givearn's legal obligations. Givearn will adhere to any applicable laws and requirements and, as such, reserves the right to deduct/withhold any other amounts in compliance therewith. Users accept that such actions may be made to ensure compliance with legal obligations and to address any legitimate reasons that may arise.

In line with the Reward distribution process, a predetermined fraction of the Rewards might be assigned by the Users as a charitable contribution to a preliminary chosen non-profit organization. This allocation, detailed further in section III.6. of these Terms, reflects Givearn's commitment to social responsibility and the fostering of a philanthropic spirit within our community. The remaining portion of the Rewards will be automatically allocated for further utilization. Users understand and accept that the allocation of the donation percentage is an integral part of the Rewards distribution process and support the philanthropic initiatives of the selected non-profit charity.

6. Donations

Users have the opportunity to participate in the philanthropic donation process through the Givearn Services. This is made possible through our partnership with the United States-based Pledgeling Foundation (EIN 46-2440594), which provides access to a list of hundreds of non-profit organizations. The process of making donations is facilitated by an online donation tool integrated within the Givearn App. Givearn serves only as a facilitator in this process and shall not be held accountable for the ultimate delivery or allocation of donations. All donations are made in USD. Givearn converts the share of the rewards from the Index Asset to USD, commits the corresponding USD value at the time of the transaction, and proceeds to make the payment in USD. While the actual payment may take place at a later date, potentially with a different exchange rate, any fluctuations in foreign exchange rates will be absorbed by Givearn.

Each User can choose to donate a specific percentage of their Rewards to a selected non-profit organization from the list provided. The collected funds are then donated to the chosen non-profit organizations on a monthly basis, promoting regular support for the organization(s). This arrangement ensures transparency, reinforces individual responsibility, and nurtures a culture of altruism within our Givearn community.

As part of Givearn's commitment to transparency and accountability, we provide Users with comprehensive reports detailing their personal donation history and transactions. To ensure User record-keeping, these detailed reports are readily accessible within the Services and are provided in both CSV and PDF formats.

Donations made through the Givearn Services are voluntary and do not entitle Users to any goods, services, or benefits in return. Furthermore, Givearn does not process any tax refunds on behalf of users related to their

charitable donations. Users are solely responsible for understanding and addressing any tax implications or benefits resulting from their donations. For precise information on these tax matters, Users should consult with their personal tax advisors or the relevant tax authorities.

7. Fees

Your agreement to these Terms includes your consent to pay the fees indicated for your use of Givearn Services, as outlined in the detailed section on the Givearn App, dedicated to fee information (“Pricing Details”). The Pricing Details, which may be updated from time to time, cover a range of charges, including Givearn fees, and other applicable charges. You provide authorization to Givearn to deduct any corresponding fees from your Account that you incur under these Terms and/or Pricing Details. The existing fee structure, as well as the minimum requirements for inbound and outbound Orders, form an integral part of the Pricing Details. For any Orders falling short of these minimum amounts, execution will not occur. To facilitate a seamless transaction experience, it is strongly recommended that users acquaint themselves with the Pricing Details details.

Givearn retains the discretion to revise or alter the Pricing Details at any given time. Any changes in fees will apply to Transactions taking place after the effective date of the updated Pricing Details. By continuing to use Givearn Services, you acknowledge and agree to any such updates or amendments to the Pricing Details.

8. Customer Service

Customer support services at Givearn, known as "Customer Service," are provided either directly by Givearn or through third-party service agents. Givearn disclaims any liability for damages or losses resulting from interactions with third-party services, and isn't accountable for their errors or oversights. Customer Service's primary purpose is to offer informational assistance to our Users. No conversation with Customer Service, whether with Givearn or a third-party, should be interpreted as establishing legal rights, obligations, or liabilities for Givearn. It is essential to clarify that these interactions are not offers or acceptance of offers, nor are they intended as consultancy. Customer Service representatives do not have the authority to make contractual commitments on behalf of Givearn.

When you engage with Givearn through various platforms such as the Givearn App, email, chat apps, or other means from your devices, you are giving your consent to receive electronic communications from Givearn. These may include emails, text messages, mobile notices, among others. By this agreement, you affirm that all electronic communications from Givearn satisfy any legal requirement for written communication.

For quality assurance and service improvement purposes, Givearn may monitor live or recorded customer service interactions, within the bounds of regulatory limitations. By using our services, you consent to this oversight, contributing to the continual enhancement of the Givearn platform.

IV. LIABILITIES

1. Disclaimer of Warranties

As per applicable laws, Givearn Services and any related offerings are provided strictly on an "as is" and "as available" basis. This means that Givearn makes no warranties, implied or explicit, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement, or warranties arising from course of dealing, usage or trade.

Furthermore, Givearn does not warrant that its App or Services are constantly available, complete, reliable, current, error-free, or devoid of viruses or other harmful elements. It also does not guarantee the execution, acceptance, recording, or continued open status of any Order. Except for the specific terms outlined in this agreement, any reliance on other written or oral statements concerning the use of Givearn Services is at your own risk.

In particular, Givearn shall bear no liability for losses or damages related to inaccuracies or omissions in Index Asset(s) price data, delays in data transmission, interruptions in data access, maintenance and associated service interruptions, damages caused by other users' actions or noncompliance with terms, damages caused by illegal actions of third parties, losses or damages resulting from Third-party Services, or any other exemptions mentioned in disclaimers.

Additionally, be aware that data stored or transferred through Givearn Services may be irrecoverably lost, corrupted, or temporarily unavailable due to various factors including software failures, third-party protocol changes, internet outages, force majeure events, third-party attacks, scheduled or unexpected maintenance, or other issues within or beyond Givearn's control. Consequently, it is your sole responsibility to back up any information you store or transfer through Givearn Services.

2. Limitation of Liability

To the furthest extent permissible by law, Givearn, its affiliates, and all associated parties (shareholders, directors, employees, representatives, suppliers, and contractors) assume no liability for indirect, incidental, special, consequential, punitive, or similar damages. These include but aren't limited to data loss, loss of revenue, profits, or other financial benefits arising from the use or non-use of Givearn Services or any other products and services provided by Givearn. This provision applies regardless of the nature of the claim, whether contractual, statutory, or based on strict liability, and holds true even if Givearn has been advised about the possibility of such damages. Exceptions to this would require a final judicial determination demonstrating gross negligence, fraud, willful misconduct, or intentional violation of law on the part of Givearn.

If any liability should be attributed to Givearn or its affiliates, the extent of this liability is limited to the total amount of fees you have paid to Givearn under these terms in the 12 months leading up to the event that instigated the liability claim.

Givearn maintains no liability for damages resulting from technical issues, software failures, internet connection problems, user negligence, illicit activities by third parties, or unforeseen or extraordinary circumstances. Similarly, Givearn is not responsible for actions taken by users who voluntarily share their data, fail to secure their software, computer equipment, internet connection, or do not use sufficiently complex passwords to secure their crypto wallet or Givearn App.

The Users are aware that the Index Assets are considered high-risk investments. The information provided on the Givearn App is purely informational and does not constitute investment advice. As such, Givearn assumes no liability for losses incurred following the purchase of Index Assets.

3. Indemnification

By using Givearn or Givearn Services, you agree to protect and exempt the Company, its affiliates, contractors, service providers, and their respective stakeholders, directors, officers, employees, and agents from any claims, actions, investigations, demands, legal suits, expenses, and damages (including legal fees or penalties enforced by any regulatory authority). This agreement applies to situations arising from your use of, or conduct on

Givearn Services, any breach of these Terms on your part, or any violation of laws, regulations, or third-party rights during your use of the Services.

If you are required to indemnify the Company and its associates under these terms, Givearn reserves the right to manage any legal action or proceeding at its discretion. This includes determining whether to reach a settlement and the terms of any such settlement. In case of disputes with other Users or third parties, you release Givearn, its affiliates, contractors, and service providers, as well as their stakeholders, directors, officers, and employees from all claims, demands, and damages, whether actual or consequential, that are in any way linked to such disputes. Furthermore, you agree to exempt Givearn from any liability connected to disputes with any other party apart from Givearn itself.

4. Incorrect Data

Givearn bears no responsibility for inaccuracies in data provided by the User. If a User submits an erroneous Order, Givearn is not obligated to compensate for any resultant damages, loss of profits, or any other associated costs.

V. SUSPENSION. CLOSING OF ACCOUNTS. TERMINATION

1. Suspension of Accounts

Should Givearn suspect any violations of these Terms, the Supplementary Terms, or any laws and regulations, Givearn has the authority to promptly suspend your Account, freeze or lock the Digital Assets in all linked Accounts, and prohibit your access to Givearn Services.

Givearn might exercise these Account controls in scenarios such as: a) if the Account is implicated in a governmental proceeding, a criminal investigation, or other ongoing litigation; b) if unusual activities are detected in the Account; c) if unauthorized access to the Account is detected; or d) if a court order or directive from a regulatory or governmental authority compels Givearn to do so.

In cases where Givearn is informed that the Index Assets on your Account are unlawfully owned or stolen, Givearn has the right, but is not obliged, to suspend the Account until the dispute has been resolved and evidence satisfactory to Givearn has been supplied in an acceptable form. Givearn will not participate in such disputes and has no obligation to assist the User in resolving the dispute.

You understand and agree that Givearn is not responsible or liable for any suspension, or for your inability to use your Account or perform Transactions during the suspension period. Givearn bears no liability for any temporary or permanent alteration of your Givearn Account or suspension or termination of your access to any part of Givearn Services.

Givearn retains the right to store and use Transaction data or other information associated with such Accounts, in accordance with the Privacy Policy or other relevant regulations.

2. Closing Accounts

In case of any of the following events, Givearn shall have the right to close your Account:

- a) the information that you have provided is untruthful, inaccurate, outdated or incomplete;
- b) Givearn is informed that your Account violates any applicable law or regulation; and
- c) any other circumstances where Givearn deems it should terminate Services.

Users may request that Services be terminated at any time including when these Terms are amended. Accounts closed by Users will be subject to the same terms as found herein.

Further, Givearn unequivocally retains the authority to suspend, deactivate, or block any User Account at its exclusive discretion, without any obligation to provide prior notification to the User.

By availing Givearn Services, the User explicitly consents to the terms of this provision, acknowledging that their rights and responsibilities are subject to the stipulations herein.

Givearn shall reserve the right to keep and use Transaction data or other information related to such Accounts as per the Privacy Policy or other applicable regulations.

3. Actions after Account termination

Once an Account is closed, all remaining fees and liabilities owed to Givearn, if any, are payable immediately and will be deducted automatically from the Users accounts.

In the event a Users Account is under suspension or closure arising from fraud investigations, investigations of violation of law or violation of these Terms, Givearn maintains full information of the Index Assets and User data/information which may be turned over to governmental authorities.

In the event of an Account closure not predicated on the previously mentioned conditions, all Digital Assets within the account will be mandatorily converted to their equivalent value in Fiat currency (Euros). Should an account's value be less than 10 EUR, which is below our minimum threshold, Users may either elect to donate the remaining funds to a charity (last selected or any if none was previously chosen) or purchase additional Virtual Currencies to exceed the threshold, enabling account closure with a full balance retrieval. Following the conversion, Givearn will initiate contact with the User via email to obtain their International Bank Account Number (IBAN) for the purposes of transferring the converted funds. It is the User's responsibility to provide valid IBAN within one month from the date of the Account closure. Should the User fail to meet this obligation, Givearn reserves the unilateral right to direct the funds to the IBAN originally used for Fiat wire transfers or to the account associated with the user's debit/credit card, Apple Pay, or Google Pay transactions. It is the User's responsibility to ensure that the provided IBAN is accurate and valid. Givearn will have no obligation to provide further notification to the User regarding payment. Once a correct IBAN is provided, Givearn will initiate the payment accordingly.

VI. NO ADVICE

Givearn operates as neither a broker, intermediary, agent, advisor, nor in any fiduciary capacity to you in relation to any decisions or actions deriving from the use of the Services. No information or communication furnished by Givearn is intended to be, or should be interpreted as, investment, financial, trading, or any other type of advice or recommendation. In the absence of explicit specification in these Terms, all trading operations are automated, predicated upon the parameters of your Order instructions and adhering to the stipulated execution procedures. It is your sole responsibility to ascertain whether your chosen strategy or relevant Transaction aligns with your personal objectives and risk tolerance. Any losses or liabilities arising from this are your exclusive responsibility. For advice tailored to your specific circumstances, we recommend consulting with legal, financial, or tax professionals.

Givearn does not endorse the buying, earning, selling, or holding of any Index Asset(s) by you. Before making any decisions to buy, sell, or hold any Index Asset(s), you should conduct thorough due diligence and consult with your financial, tax, and legal advisors. Givearn will not assume responsibility for your decisions to

exchange, transmit, or hold Index Assets(s) based on the information provided by Givearn. Unless otherwise specified in these Terms or required by applicable law, you are solely responsible for any taxes associated with the executed Transactions, including related to holding, buying or selling Index Asset(s). It is your responsibility to understand and comply with the tax obligations applicable to your use of the services. You acknowledge and agree that any taxes, including but not limited to income taxes, or any other taxes imposed by relevant authorities, are your sole responsibility and that Givearn shall not be liable for any such taxes incurred. As Users of Givearn Services, it is essential that you understand the inherent risks involved with Index Asset(s) and we recommend that you exercise caution and trade responsibly within your capabilities.

No communication or information provided to you by Givearn should be interpreted as offering advice or recommendation, including but not limited to, whether to undertake any action or use any Givearn Service.

VII. COMPLIANCE WITH LAWS

The execution, interpretation, validity, and enforcement of this Agreement, as well as the resolution of any disputes arising under these Terms, are subject to the laws of the Republic of Bulgaria and the comprehensive applicable laws of the European Union, which are binding in all EU member states.

It is incumbent upon you to adhere to local laws regarding the legal use of the Services within your jurisdiction, in addition to any other laws and regulations that apply to you. From the viewpoint of your local laws, you must evaluate all aspects of taxation, including but not limited to, withholding, collection, declaration, reporting, and remittance to the relevant tax authorities. You attest and affirm that your funds are derived from lawful sources and are not the proceeds of illicit activities.

You consent to Givearn's right to demand, receive, or otherwise gather necessary information and materials, in accordance with relevant laws or governmental orders, to verify the legality of the sources and use of your funds. Givearn pledges to collaborate with global law enforcement authorities to seize, freeze, and terminate Users' Accounts and funds or otherwise provide information to law enforcement, including but not limited to Users' Personal Data, in response to requests bearing a valid legal process (such as a subpoena or search warrant), or as necessitated by legal mandate.

VIII. MISCELLANEOUS

- 1. Rights Retention:** Givearn maintains the right to: (i) gather, examine and utilize statistical and marketing information related to the User's interest in Givearn's Service content, as well as its accessibility and usage - excluding any Personal Data or capability to identify Users individually or collectively; (ii) modify the functionality, design, and order of buying and selling Index Assets, along with any other information on the Givearn App to improve and optimize the Services.
- 2. Independence of Parties:** These Terms do not constitute or imply any association, joint venture, partnership, or franchise between Givearn and a User.
- 3. Comprehensive Agreement:** These Terms are the entire agreement between the parties regarding the use of the Services, superseding all previous oral or written agreements, if any. Regular practices or methods of dealing between the parties will not modify, interpret, supplement, or alter these Terms.
- 4. Terms Amendment:** Givearn retains the right to amend these Terms at any given time. Changes will become effective within a 30-day period from the date of their publication on the Givearn App or immediately if the

amendments are explicitly accepted by the User on the Givearn App. Regular checking of the Givearn App for the latest Terms is your responsibility. If you disagree with any modifications, your only recourse is to stop using the Services and close your Account. Unless otherwise explicitly stated in these Terms, Givearn won't be liable for any modification or termination of the Services by you or any third party, or suspension or termination of your access to the Services.

5. Force Majeure: Givearn will not be held accountable for any delay or failure to meet obligations under these Terms due to circumstances beyond Givearn's reasonable control.
6. Severability: If any of these Terms is deemed invalid or unenforceable, it will not affect the validity or enforceability of the remaining Terms, which will continue in full force. The invalid or unenforceable term will be implemented to the maximum extent possible.
7. Assignment: You cannot delegate or transfer any of your rights or obligations under these Terms, including any rights or obligations related to the enforcement of laws or change of control, without Givearn's prior written consent. Givearn can delegate or transfer its rights or obligations under these Terms, in part or in entirety, without your consent or notification.
8. Waiver: One party's failure to demand performance of any term will not invalidate that party's right to require performance at any time thereafter. Furthermore, a party's waiver to seek redress for the other party's violation of these Terms will not constitute a waiver of any future breaches or violations.
9. Third-Party Disclaimer: Links to third-party websites from the Services do not constitute Givearn's endorsement of any product, service, information, or disclaimer presented therein. Givearn bears no responsibility for any inaccuracies in the information on these websites. Givearn will not be liable for any loss or damage resulting from the use of such third-party products or services. Moreover, as Givearn has no control over third-party websites' terms of use or other policies, which may differ significantly from Givearn's policies, you are encouraged to review these third-party policies meticulously.
10. Contact Information: For further information about Givearn, you may refer to the company information on the Givearn App. If you have any queries regarding these Terms, please contact Givearn's Customer Support team at support@givearn.com.