

## **SPHERE Terms and Conditions**

READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT <https://www.sphere.social> (“Website”) CREATED BY SPHERE SOCIAL LTD AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU WILL NOT BE AUTHORIZED TO USE THESE SERVICES AND YOU MAY NEITHER USE THIS WEBSITE NOR ITS PRODUCTS.

PLEASE NOTE THAT THE WEBSITE, THE PLATFORM AND THE ENCRYPTED TOKENS PRODUCED AND ISSUED BY THE WEBSITE (“SOCIAL ACTIVITY TOKENS”) WILL NOT PERMIT ANY OFFERING, PURCHASE, POSSESSION AND EXCHANGE BY CITIZENS LOCATED IN JURISDICTIONS WHERE CROWDFUNDING PROJECTS BY MEANS OF THE ETHEREUM ERC20 TOKEN DIRECTED TO GENERAL PUBLIC MAY BE TREATED AS SECURITIES AND THUS REQUIRE REGISTRATION, FILING, LICENSING, OR REPORTING WITH THE FINANCIAL SUPERVISORY AUTHORITIES. YOU HAVE RESPONSIBILITY TO ASCERTAIN AND TO COMPLY WITH THE APPLICABLE SECURITIES AND BANKING LAWS IN YOUR JURISDICTION.

A SOCIAL ACTIVITY TOKEN IS A VIRTUAL ENCRYPTED CURRENCY BASED ON ETHEREUM ERC20 TOKEN STANDARDS, WHICH DOES NOT REPRESENT ANY RIGHT TO ACQUIRE ANY EQUITY OR DEBT ISSUED BY [BEING, INC.] (THE “COMPANY”). THE TERM “INVESTMENT” SHALL MEAN “SPONSORSHIP” AND “DIVIDENDS” SHALL MEAN “REWARDS” AS MENTIONED IN THE WHITEPAPER, THE WEBSITE OR ANY PRODUCT DESCRIPTION THEREIN. THE SOLE PURPOSE OF PARTICIPATION IN THE INITIAL COIN OFFERING (“ICO”) OF SOCIAL ACTIVITY TOKENS WILL BE YOUR SPONSORSHIP OF THE DEVELOPMENT AND OPERATION OF THE SPHERE EXCHANGE PLATFORM (THE “PLATFORM”). NO EQUITY, INTERESTS OR DIVIDENDS WILL BE DISTRIBUTED OR ASSIGNED TO SOCIAL ACTIVITY TOKEN HOLDERS FROM THE COMPANY.

SPHERE RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. IN PARTICULAR, SPHERE IS LIKELY TO CHANGE THESE TERMS AFTER THE DEVELOPMENT OF THE PRODUCTS (PLATFORM) AND THEIR PUBLIC RELEASE.

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY SPHERE, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN SPHERE OR THE COMPANY, OR THE WEBSITE OR THE PRODUCTS OFFERED THERETO. NONE OF THE INFORMATION OR ANALYSES PRESENTED IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND SPHERE SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, BUT AS SOFTWARE. ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES.

ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM SPHERE DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES IN THE COMPANY OR THE WEBSITE, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY SPHERE IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR OTHER REVENUE RIGHT. HOLDERS OF SPHERE CRYPTOGRAPHIC TOKENS ARE ONLY ENTITLED TO THE USE OF THE PLATFORM AND SOFTWARE AND CERTAIN OTHER RIGHTS WITHIN THE PLATFORM IN ACCORDANCE WITH THE TERMS SET OUT HEREIN.

NO PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, SHALL USE THE WEBSITE OR SOCIAL ACTIVITY TOKENS AND SHALL LEAVE THIS WEBSITE IMMEDIATELY.

SPHERE EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

## 1. TERMS

The following terms shall have for the purposes of these General terms and conditions the following meanings.

- (a) “Social Activity Token” means SPHERE Token.
- (b) “SPHERE IP” has the meaning, set out in paragraph 12.1.
- (c) “Digital Asset” are tokens, available in particular public blockchain network, in this case Ether.
- (d) “ETH” or “Ether” shall mean value token of the Ethereum blockchain.
- (e) “Ethereum” shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- (f) “Platform” shall have the meaning, set out in paragraph 2.1.
- (g) “Project” shall have the meaning, as described in section 2.
- (h) “Restricted Areas” shall have the meaning, set out in paragraph 6.1.
- (i) “Terms” means these SPHERE Terms and Conditions.
- (j) “Third-party Wallet” is a solution, enabling users to store their Digital Assets and Social Activity Tokens.

- (k) “Total Social Activity Token Number” shall have the meaning, set out in paragraph 4.2.
- (l) “VAT” means value added tax of relevant jurisdiction, if applicable.
- (m) “Website” shall mean <https://www.sphere.social>.
- (o) “Whitepaper” shall mean whitepaper on the official website at <https://www.sphere.social>.

## 2. THE PROJECT

- 2.1. The SPHERE social network (the “Platform”) is a decentralized social network, programmed via PHP, hosted on the Cloud Platform. The Platform is able to handle online social interactions. The intention of the Platform is to help users retain their privacy.
- 2.2. For all details related to SPHERE’s Social Activity Token, users should reference and refer to SPHERE’s Whitepaper.
- 2.3. The User understands and accepts that the Project is currently in beta development phase and requires substantial development work. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, The User understands and accepts that an upgrade of Platform and/or Social Activity Token may be required and that, if the User decides not to participate in such upgrade, he may no longer use his Social Activity Tokens and that non-upgraded Social Activity Tokens may completely lose their functionality.

## 3. SOCIAL ACTIVITY TOKEN STRUCTURE AND PERTAINING

HOLDERS’ RIGHTS 3.1. Social Activity Token will be ERC-20

standard Ethereum token.

- 3.2. Social Activity Token smart contract address will be published in due time prior to Social Activity Token distribution.

- 3.3. Social Activity Token carries no rights, express or implied, other than those, set out herein, if SPHERE successfully completes and deploys the Project. In particular, Social Activity Token holders shall not have any influence in the development or governance of SPHERE, and Social Activity Token do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares issued by SPHERE, or any other form of participation in or relating to SPHERE. Any governance rights pertaining to Social Activity Tokens, are governance rights in the Platform, created in the Platform, and shall not in any way be understood as legal governance rights in the SPHERE as an entity or any of its affiliates.
- 3.4. Social Activity Tokens are designed to be exchangeable on cryptographic token exchanges. SPHERE gives no warranties that Social Activity Tokens will be exchangeable on bigger exchanges, but undertakes on the best effort basis to do everything that is reasonably possible and within the powers of SPHERE to enable exchanges of Social Activity Tokens to take place on as many exchanges as possible.
- 3.5. Social Activity Token holders will NOT have a share of the company's profits because Social Activity Token is a utility token and not a security token.

#### 4. SPHERE TOKEN (Social Activity Token) DISTRIBUTION

- 4.1. Contributions, given to SPHERE in exchange for Social Activity Tokens shall be considered as gratuitous financial contributions. Contributions can only be done in Digital Assets. Failure to follow the instructions on the Website may limit, delay, or prevent a user from making such contribution. The User understands and accepts that he makes a contribution into a smart contract system on Ethereum and receives Social Activity Tokens in return.
- 4.2. The detailed rules of making contributions and receiving rewards are referenced in SPHERE's Whitepaper. In the unlikely case of any discrepancies or inconsistencies between SPHERE's Whitepaper and these terms, SPHERE's Whitepaper shall prevail.
- 4.3. SPHERE reserves the rights to change the schedule of the Project, at any given time due to technical or organizational reasons, without any duty to provide

explanation to the users or the public. Any such changes will be published on the Website.

- 4.4. All records of the Users' contribution for Social Activity Tokens will be publicly viewable on any Ethereum blockchain explorer like etherscan.io. For users contributing Bitcoins, the Social Activity Tokens will be owned by the Ethereum address provided by that contributing user.
- 4.5. Social Activity Token distribution will be made available only through the Website. No third-party website or different provider is allowed or has been in any way supported, engaged, authorized or endorsed by SPHERE and have no relationship in any way with SPHERE. The only official and authorized website and Social Activity Tokens distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct. SPHERE may partner with third party service provider to enable easier distribution of Social Activity Tokens with Digital Assets other than Ether.
- 4.6. All contributions to SPHERE for Social Activity Tokens are final and will not be returned to the contributing users. By participating in the Social Activity Token distribution, you acknowledge that SPHERE is not required to return the contributions received for any reason, and that you will not receive money or other compensation in lieu of a return of the contributions.
- 4.7. The Social Activity Token is not a consumer product and its users accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.
- 4.8. SPHERE reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of SPHERE and shall only be used in limited situations, such as, but not limited to:
  - i) serious cyber-security issue detected, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the Social Activity Tokens, the Platform, Website or Ethereum network.
- 4.9. Users, wishing to participate in the token distribution, will agree to send their Digital Assets for acquisition of Social Activity Tokens from an Ethereum address wallet, for which they control the private key, whereas such address shall not belong to a Digital Assets exchange. Users will receive their Social Activity Tokens to the same address, from where they sent the Digital Assets.

4.10. The contribution received from the Social Activity Token distribution will belong to SPHERE and will be used exclusively for the development and running of the Project, as defined above.

## 5. RISKS

5.1. You understand that Digital Assets, Social Activity Token, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of SPHERE's exclusive control and adverse changes in market forces or the technology, broadly construed, may prejudice or halt SPHERE's performance under these Terms and in such event SPHERE will not be responsible for the non-performance.

5.2. In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, Digital Assets, Social Activity Tokens, the Platform and other relevant technologies mentioned herein:

### (a) **Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the Social Activity Tokens and other Digital Assets may be considered to be a security, or that it may be considered to be a security in the future due to subsequent changes in relevant laws. SPHERE does not give warranties or guarantees that Social Activity Tokens are not a security in all jurisdictions. Each user of Social Activity Tokens shall bear its own legal or financial consequences of Social Activity Tokens being considered a security in their respective jurisdiction. Every user is bound to check if acquisition and disposition of Social Activity Tokens is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use Social Activity Tokens should their use not be legal in the relevant jurisdiction. If a user has any question that the use of Social Activity Token under these Terms is not legal in his/her/its jurisdiction, that user should not use the Social Activity Token, not acquire them and should immediately stop using or possessing them if such case arises. Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of SPHERE to provide SPHERE Tokens and the Platform in some jurisdictions may be restricted or eliminated by future regulation or legal actions. In the event, it turns out with a



high degree certainty that Social Activity Tokens are not legal in certain jurisdiction, SPHERE will either a) cease operations in that jurisdiction, or b) adjust Social Activity Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

**(b) Risks associated with Ethereum**

Social Activity Tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the Social Activity Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to Social Activity Tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>.

**(c) Risk of unfavorable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and Social Activity Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like Social Activity Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

**(d) Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of Social Activity Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

**(e) Risk of security weaknesses in the Website and Social Activity Tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and Social Activity Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Social Activity Tokens.

**(f) Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, Social Activity Tokens, the Platform, which could result in the theft or loss of Social Activity Tokens.

**(g) Risk of mining attacks**

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the Social Activity Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Social Activity Tokens, expected proper execution and sequencing of Social Activity Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of SPHERE and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the Social Activity Tokens interact with and consequently the Social Activity Tokens may be impacted also in that way to the extent, described above.

**(h) Risk of loss of value**

Social Activity Tokens have no intrinsic value, and its exchange value may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the Social Activity Tokens.

**(i) Risk of uninsured losses**

Social Activity Tokens are entirely uninsured, unlike bank accounts or accounts at some other financial institutions.

**(j) Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the Social Activity Tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of Social Activity

Tokens.

**(k) Internet transmission risk**

You acknowledge that there are risks associated with using the Social Activity Tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that SPHERE shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and Social Activity Tokens, howsoever caused.

**(l) Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technologies. In addition to the risks set forth here, there are risks that SPHERE cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

**(m) Insufficient interest in SPHERE, the Platform and Social Activity Tokens**

It is possible that SPHERE, Social Activity Token or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

**(n) Social Activity Token and the Platform, as developed, may not meet your expectations**

The Platform is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Platform and Social Activity Tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Social Activity Token.

**(o) The Platform may never be completed or released**

The Platform, described in section 2, may never be released and operational, even though SPHERE will make reasonable efforts to complete and deploy it.

**(p) Risks related to partnering projects**

SPHERE is partnering with a number of other existing projects to integrate their solutions and technology into the Platform (in addition to Ethereum).

Unexpected negative events, such as slower development, technological issues and challenges, bugs may occur within such projects and consequently SPHERE may not be able to meet its undertakings, or will meet its goals at a later stage, or will functionality of the Platform be interrupted. Even though SPHERE believes in the quality of its partners and will undertake all reasonably expected and possible actions to mitigate and prevent such risks, SPHERE cannot be held liable for any events arising out of its partners' misrepresentation, lack of ability to deliver or change of their development plans.

**(q) Investment Risk**

Financial and operating risks confronting startups are significant and SPHERE is no exception. The startup market in which SPHERE competes is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, startups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise.

**(r) Tax Risk**

The tax characterization of the Social Activity Tokens is uncertain, and each user must seek its own tax advice in connection with an acquisition of the Social Activity Tokens. An acquisition of the Social Activity Tokens pursuant thereto may result in adverse tax consequences to Investors, including income taxes and tax reporting requirements. Each user should consult with and must rely upon the advice of its own professional tax advisors.

**(s) Regulatory Risk Associated with the Project**

Regulation of tokens (including the Social Activity Tokens) and token offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies

significantly among international, national and local jurisdictions and is subject to significant

uncertainty. The regulation of non-currency use of blockchain assets is also uncertain. The United States Commodity and Futures Trade Commission has publicly taken the position that certain blockchain assets are commodities, and the United States Securities Exchange Commission has issued a public report stating federal securities laws require treating some blockchain assets as securities, and Blockchain networks also face an uncertain regulatory landscape in many foreign jurisdictions such as the European Union, Taiwan, China and Russia. The Project intends to establish the Platform for the trading, listing and underwriting non-currency blockchain tokens and may in the future be treated as a commodity and future exchange and/or securities exchange by the regulatory authorities in one or more jurisdictions, and in such case, the operation of the Platform may be disrupted, hindered or restricted by regulatory orders to apply for registration or becoming licensed as an exchange before the Platform can continue operation as originally planned.

- 5.3. The Social Activity Tokens and the Platform are provided “as is”. SPHERE and its affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Social Activity Tokens, including any warranty that the Social Activity Tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

## 6. ELIGIBILITY

- 6.1. The Website, the Platform and Social Activity Tokens are not publicly offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: i) the United States; ii) Singapore
- 6.2. Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, the Platform and Social Activity Tokens.

- 6.3. SPHERE reserves its right to decide in its own discretion to adopt reasonable organizational and technical measures to assure that the Website and Social Activity Tokens are not available to persons from paragraph 6.1. Due to the Social Activity Tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) SPHERE and users understand that there is a possibility that there might be a certain “flow back” of Social Activity Tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. SPHERE consequently explicitly prohibits persons from paragraph 6.1 from using the Social Activity Tokens. SPHERE shall not be held liable for any legal or monetary consequence arising of such use. Such persons using SPHERE tokens despite the prohibition shall on first request indemnify and hold harmless SPHERE from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 6.3. Any person, matching the criteria from paragraph 6.1, shall immediately stop using Social Activity Tokens and leave the Website.
- 6.4. If you are registering to use the Platform on behalf of a legal entity, you represent and warrant that
- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
  - (b) you are duly authorized by such legal entity to act on its behalf.
- 6.5. You further represent and warrant that you:
- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
  - (b) have full power and authority to enter into these Terms and in doing so will not violate any other agreements to which you are a party;

- (c) are not located in, under the control of, or a national or resident of any Restricted Areas;
- (d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
- (e) will not use the Social Activity Tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms;
- (f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
- (g) have carefully reviewed the content of this document and have understood and agreed with these Terms;
- (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the Social Activity Token;
- (i) you have read and understood these Terms completely;
- (j) you have obtained and was given sufficient information about the Social Activity Tokens to make an informed decision to acquire them;
- (k) you understand that the Social Activity Tokens confer only the right to use and access the Platform, as set out in Section 3, and confer no other rights of any form with respect to the Platform or SPHERE, such as voting in its annual general meeting, right to dividends or other distribution or other financial or legal rights;
- (l) you are acquiring Social Activity Tokens to access the Platform and to support its development, testing, deployment and operation; and that you are not acquiring Social Activity Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; and
- (m) your contribution in return of Social Activity Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with us, (ii) any

foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

## 7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 7.1. The Social Activity Tokens and the Platform are unregulated. SPHERE is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of Social Activity Tokens and the Platform. SPHERE is not a financial institution and to the best of its knowledge is currently not under supervision of any financial supervisory authority. SPHERE does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This Social Activity Token distribution is not a public offering of equity, debt or any right to profit distribution and consequently does not fall under the securities or any prospectus regulation.
- 7.2. This document or any other document, produced and signed by SPHERE, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 7.3. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and SPHERE services and the Website are not, do not offer and shall not be construed as investment or financial products.
- 7.4. SPHERE undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

## 8. LIABILITY

- 8.1. SPHERE and its affiliates and their respective officers, employees or agents will in regard to the Website, the Platform and Social Activity Tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this



Website, Platform and Social Activity Tokens), even if SPHERE has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of Social Activity Tokens, the Website or the Platform.

- 8.2. Further, neither SPHERE nor any of its affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the to the Website, the Platform or Social Activity Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or these Terms, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with these Terms or your use of or access to the to the Website, the Platform and Social Activity Tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, the Platform and Social Activity Tokens.
- 8.3. You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring Social Activity Tokens, including, without limitation, a demand for specific performance.
- 8.4. You will defend, indemnify, and hold harmless SPHERE, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning these Terms or your use of the Website, the Platform and Social Activity Tokens contrary to these Terms. If SPHERE or its affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 8.5. The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. SPHERE and/or

its suppliers may make improvements and/or changes to the Website and the Platform at any time. SPHERE makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, the Platform, Social Activity Tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and Social Activity Tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. SPHERE hereby disclaims all warranties and conditions with regard to the Website, the Platform, Social Activity Tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

8.6. You warrant to SPHERE that you will not use the Website, the Platform or the Social Activity Tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or Social Activity Tokens in any manner that could damage, disable, overburden, or impair the Platform, Social Activity Tokens or the Website.

## 9. SECURITY

9.1. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account with the Platform, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials of the Platform.

9.2. In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account, the Website, the Platform, Social Activity Tokens and systems as whole.

9.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials to the Platform, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

## 10. PRIVACY

- 10.1. As a principle, SPHERE may collect only what we need and will not share your personal information with any third parties other than our identity verification partner, if it applies. Even within SPHERE, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. SPHERE is the only data controller and processor.
- 10.2. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.
- 10.3. SPHERE reserves its right to request documentation, described in paragraph 10.1, prior to activating your account at any of SPHERE and the Platform services, and any services, available through the Website. SPHERE may refuse you access to the Platform, Social Activity Tokens and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.
- 10.4. SPHERE collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.
- 10.5. If you create an account at our Website or the Platform we may collect and store the following types of information: Contact information – your name, address,

phone, email and other similar information. Before permitting you to use our Website and acquiring Social Activity Tokens, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.

- 10.6. When you access the Website, or use our products or services we (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 10.7. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- 10.8. We store and process your personal information on our servers in the EU and elsewhere in the World, where our facilities or our service providers are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.
- 10.9. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with

information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

10.10. We reserve our right to share your personal information with:

- (a) our banking partners;
- (b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- (c) 3rd party identification services providers for fraud prevention purposes;
- (d) law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
- (e) other third parties only with your prior consent or direction to do so.

10.11. You may access, review and edit your personal information at any time by logging in to the Website using your credentials.

10.12. The data that we collect from you will be transferred to, and stored at, in the Google Cloud Platform. Staff may be engaged in the fulfillment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates

(including, but not limited to, websites on which the SPHERE services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## 11. TAXES

11.1. All your factual and potential tax obligations are your concern and SPHERE is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible, among other things.

11.2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 12. INTELLECTUAL PROPERTY

12.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "SPHERE IP"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon.

You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

- 12.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.
- 12.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the Project and the Social Activity Tokens strictly in accordance with these Terms. As a condition of your use of the Website and the Social Activity Tokens you warrant to SPHERE that you will not use the Website, or the Project or SPHERE tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Social Activity Tokens in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and Social Activity Tokens. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer Social Activity Tokens to third parties.
- 12.4. All SPHERE IP is the property of SPHERE and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 12.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the SPHERE IP, in whole or in part, found on the Website or associated products and services. SPHERE IP is not for resale. Your use of the SPHERE IP does not entitle you to make any unauthorized use of any SPHERE IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any SPHERE IP. You will use SPHERE IP solely for your personal use, and will make no other use of SPHERE IP without the express written permission of SPHERE and the copyright owner. You agree that you do not acquire any ownership rights in any SPHERE IP. We do not grant you any

licenses, express or implied, to the intellectual property of SPHERE except as expressly authorized by these Terms.

### 13. NOTICES

13.1. We may provide any notice to you under these Terms by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

13.2. To give us notice under these Terms, you must contact us by email to support@SPHERE.com. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.

13.3. All communications and notices to be made or given pursuant to these Terms must be in the English language.

### 14. MISCELLANEOUS

14.1. Materials, such as business plans, development road map and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.

14.2. SPHERE does not permit individuals under the age of 18 to register with our Website and use our products. If SPHERE becomes aware that a child under the age of 18 has provided us with personal information, it will delete such information from SPHERE files immediately and block its access to our Website and products.

14.3. SPHERE and its affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware,



software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.

14.4. SPHERE and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

14.5. These Terms do not create any third-party beneficiary rights in any individual or entity.

14.6. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any purported assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

14.7. The failure or omission to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by SPHERE must be unequivocal and in writing to be effective.

14.8. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.

- 14.9. SPHERE reserves a right to incorporate additional legal entities for operation of the Project and transfer certain rights and duties in regard to the Project to such entity. Such entities shall be either owned by the Founders or existing SPHERE entities and shall act in accordance with these Terms. The Founders undertake to make sure that incorporation of additional entities for operating purposes does not infringe users' rights pertaining stated in these Terms.
- 14.10. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Project and SPHERE tokens shall be finally settled under the Rules of Hong Kong International Arbitration Centre Administered Arbitration Rules (HKIAC Rules). The language to be used in the arbitral proceedings shall be English.
- 14.11. Prior to filing any claims in accordance with paragraph 14.9, you undertake to file such claim or request directly to SPHERE via e-mail at address hello@sphere.social. You agree that you will not file any claims in accordance with paragraph 14.9 earlier than 30 days after sending such claim or request to SPHERE in accordance with this paragraph 14.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.11, shall be rejected immediately by the tribunal as premature.
- 14.12. These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Project and Social Activity Tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. SPHERE will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

14.13. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact SPHERE via e-mail and immediately navigate away from the Website and cease using the Project.