

# forgivenet<sup>®</sup> Terms & Conditions

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Monday 24<sup>th</sup> May 2021

forgivenet<sup>®</sup> is a distributed application that runs on the Ethereum network, using specially-developed smart contracts (Smart Contract) to enable users to request forgiveness from a person, persons, or entity, and receive 1 mined FRGVN token in return. The Smart Contracts are collectively referred to as the App. Forgiveness requests made via the App are collectively referred to in this document as Content.

NANDI NIRAMISA & CO LIMITED, First Floor, Telecom House, 125-135 Preston Road, Brighton, England, BN1 6AF, is the owner of forgivenet<sup>®</sup> trademarks and is the author and copyright owner of the Smart Contract code.

## 1. THE APP

A. To most easily use the App, you may first install a web browser (such as the Google Chrome web browser) and an electronic wallet standard on the Ethereum network, such as the MetaMask electronic wallet. MetaMask and other electronic wallets allow you to purchase (either directly via Coinbase if you are in the United States, or via other third-party sites), store, and engage in transactions using Ethereum cryptocurrency. You will not be able to engage in any transactions on the App other than through MetaMask, or other Ethereum-compatible browsers.

B. Transactions that take place on the App are managed and confirmed via the Ethereum blockchain. You understand that your Ethereum public address and forgiveness request content will be made publicly visible whenever you use the App.

C. We neither own nor control MetaMask, Coinbase, Google Chrome, the Ethereum network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the App. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

## 2. THE REQUESTS

A. Your forgiveness request Content will be publicly viewable on the Ethereum blockchain forever. You are responsible for your use of the App and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the App is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the App. All Content is the sole responsibility of the person who originated such Content. We cannot monitor or control the Content posted via the App and, we cannot take responsibility for such Content.

## 3. OWNERSHIP

ii. NANDI NIRAMISA & CO LIMITED Owns the App. You acknowledge and agree that NANDI NIRAMISA & CO LIMITED (or, as applicable, our licensors) owns all legal right, title

and interest in and to all other elements of the App, and all intellectual property rights therein (including, without limitation, all Art, designs, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the App). You acknowledge that the App is protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. The App is the copyrighted property of NANDI NIRAMISA & CO LIMITED or its licensors, and all trademarks, service marks, and trade names associated with the App are proprietary to NANDI NIRAMISA & CO LIMITED or its licensors. Except as expressly set forth herein, your use of the App does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the App. We reserve all rights in and to the content that are not expressly granted to you in these Terms. For the sake of clarity, you understand and agree: that your use of the forgivenet<sup>®</sup>, whether via the App or otherwise, does not give you any rights or licenses in or to the forgivenet<sup>®</sup> ecosystem other than those expressly contained in these Terms; and that you will not apply for, register, or otherwise use or attempt to use any trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

#### 4. OBLIGATIONS

You agree that you are responsible for your own conduct while accessing or using the App, and for any consequences thereof. You agree to use the App only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the App any content that infringes the intellectual proprietary rights of any party; (v) use the App to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the App; (viii) exploit the App for any unauthorized commercial purpose; (ix) modify, adapt, translate, or reverse engineer any portion of the App; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the App or any part of it; (xi) reformat or frame any portion of the App; (xii) display any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorized purpose; (xiv) create user accounts by automated means or under false or fraudulent pretences; or (xv) access or use the App for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately block your address and IP and engage with law enforcement agencies where necessary.

#### 5. FEES AND PAYMENT

A. If you elect to request forgiveness via the App, the transaction takes place on the Ethereum network. We will have no insight into or control over Ethereum transaction fees or gas

payments, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App, or using the Smart Contracts, or any other transactions that you conduct via the Ethereum network.

B. Ethereum requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App.

C. In addition to the Gas Fee, each time you utilize the App, you authorize us to collect a small disincentive fee which exists solely to hinder malicious activity from users. You may donate more than the minimum to the forgivenet if you so wish, at your discretion. You acknowledge and agree that the disincentive fee will be transferred directly to us through the Ethereum network as part of your transaction payment.

D. As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, “Taxes”) associated with your use of the App. Except for income taxes levied on forgivenet<sup>®</sup>, you: (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

## 6. DISCLAIMERS

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE APP IS AT YOUR SOLE RISK, AND THAT THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE APP AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE APP WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE APP WILL BE ACCURATE, (III) THE APP OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE APP WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

B. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

C. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK OR THE METAMASK ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (ii) SERVER FAILURE OR DATA LOSS; (iii) CORRUPTED WALLET FILES; OR (iv) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE APP, ETHEREUM NETWORK, OR THE METAMASK ELECTRONIC WALLET.

D. FRGVN IS AN INTANGIBLE DIGITAL ASSET THAT EXISTS ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.

E. FORGIVENT<sup>®</sup> AND NANDI NIRAMISA & CO LIMITED ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORK OR THE METAMASK ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ETHEREUM NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

## 7. LIMITATION OF LIABILITY

A. YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE APP, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$100.

C. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE APP AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE APP TO YOU WITHOUT THESE LIMITATIONS.

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

## 8. ASSUMPTION OF RISK

You accept and acknowledge each of the following:

A. You are solely responsible for determining what, if any, taxes apply to your forgivenet<sup>®</sup> related transactions.

B. The App does not store, send, or receive FRGVN. This is because FRGVN exists only by virtue of the ownership record maintained on the App's supporting blockchain in the Ethereum network. Any transfer of FRGVN occurs within the supporting blockchain in the Ethereum network, and not on the App.

C. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that forgivenet<sup>®</sup> and Nandi Niramisa & Co Limited will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum network, however caused.

D. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the forgivenet<sup>®</sup>

E. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the forgivenet<sup>®</sup> ecosystem, and therefore the potential utility or value of forgivenet<sup>®</sup>.

F. Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using the ERC-20 standard, including the forgivenet<sup>®</sup> ecosystem.

## 9. INDEMNIFICATION

You agree to hold harmless and indemnify NANDI NIRAMISA & CO LIMITED, forgivenet<sup>®</sup>, and all subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind

or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the App, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the App. You agree that NANDI NIRAMISA & CO LIMITED will have control of the defence or settlement of any such claims.

## 10. EXTERNAL SITES

The App may include hyperlinks to other web sites or resources (collectively, "External Sites"), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

## 11. CHANGES TO THE TERMS

We may make changes to the Terms from time to time. When we make changes, we will make the updated Terms available on the App and update the "Last Updated" date at the beginning of these Terms accordingly. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use of the App after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the App.

## 12. CHANGES TO THE APP

We are constantly innovating the App to help provide the best possible experience. You acknowledge and agree that the form and nature of the App, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the App at any time without notice.

## 13. CHILDREN

You affirm that you are over the age of 13, as the App is not intended for children under 13. IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE APP, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

## 14 PRIVACY POLICY

Our Privacy Policy describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.

## 15 DISPUTE RESOLUTION, ARBITRATION

Please read this Section 15 carefully. It requires you to arbitrate disputes with NANDI NIRAMISA & CO LIMITED, and limits the manner in which you can seek relief from us.

All disputes arising out of or in connection with these Terms, including without limitation your access or use of the App or the Smart Contracts, or to any activity taking place through the App or the Smart Contracts, will be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA). The appointing authority will be the London Court of International Arbitration (LCIA). The case will be adjudicated by a single arbitrator and will be administered by the London Court of International Arbitration (LCIA) in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings. You may choose to have the arbitration conducted by telephone, based on written submissions. The language of the arbitration will be English. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, NANDI NIRAMISA & CO LIMITED may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these Terms are specifically enforceable by NANDI NIRAMISA & CO LIMITED through injunctive relief and other equitable remedies without proof of monetary damages.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE APP, THE SMART CONTRACTS, OR ANY ETHEREUM TRANSACTIONS ACTIVATED THROUGH THE APP OR THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

## 16. GENERAL

These Terms constitute the entire legal agreement between you and NANDI NIRAMISA & CO LIMITED, govern your access to and use of the App, and completely replace any prior or contemporaneous agreements between the parties related to your access to or use of the App, whether oral or written. There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms create any agency, partnership, or joint venture. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate, or in connection with an acquisition, sale or merger. Should any part of these Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision. These Terms will be governed by and construed in accordance with the laws of England and Wales. Subject to Section 15, any legal action or proceeding arising under these Terms will be brought

exclusively in the courts of England and Wales, and the parties irrevocably consent to the personal jurisdiction and venue there. We will not be liable for any failure or delayed performance of our obligations that result from any condition beyond our reasonable control, including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, acts of God, labour conditions, power failures, Internet disturbances, or acts or omissions of third parties. You agree that we may provide you with notices (including, without limitation those regarding changes to these Terms) by email, regular mail, or postings on the App. By providing us with your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.