

**PLENA FINANCE – MOBILE APPLICATION FOR IOS AND ANDROID**  
**TERMS AND CONDITIONS**

Please read on to learn the rules and restrictions that govern your use of our products, services and applications, including, but not limited to, use and access of the Plena Finance (hereinafter referred to as “**Plena**”) digital wallet mobile application, web application, decentralized application, smart contracts, respective App, features and programmes emanating therefrom and related thereto, as further described below (hereinafter referred to as “**Application**”, “**App**”) and our web interface located at <https://plena.finance> (“**Site**”).

These Terms and Conditions (the “**Terms**”) are a binding contract between you and Plena. As used in these Terms, “we”, “us”, or “our” also refers to Plena and “you” and “your” refers to anybody who accesses or uses, in any way, the Application. If you are accessing or using the App on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, “you” and “your” will refer to that entity. You must agree to and accept all of the Terms, or you don’t have the right to use our Application. Your use of the Application in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Application. These Terms include the provisions in this document, as well as those in our Privacy Policy [and Disclosure Policy which are deemed to be incorporated in these Terms](#), and any other terms and conditions that we may reference or incorporate into these Terms from time to time.

The Application provides self-hosted wallet App for Ethereum, Binance Smart Chain, Polygon Network, Optimism, and other blockchains with respective services provided in relation thereto (the “**Wallet**”). By creating or importing a Wallet, downloading or running our mobile application, you are agreeing to our Terms, thereof careful reading of the Terms is highly advisable. These terms outline approved uses of Application, various licenses that we grant to you, and licenses that you grant us. If you do not agree to these Terms, do not use or access the App.

The terms contain an arbitration provision. By agreeing to these terms, you agree and understand that disputes arising under these terms shall be settled in binding arbitration. You also agree and understand that entering into this agreement constitutes a waiver of your right

to a trial before a court of law or participation in a class action lawsuit or a jury trial. Please review Clause 11 below for details regarding arbitration.

## **1. Eligibility**

Upon your consent to the present Terms for using or accessing the Application, you state that (a) you are at least 18 years of age; (b) you are not violating any statutory or regulatory laws in your jurisdiction by using the Application; (c) you are not a Restricted Person; and (d) you are not located, established or registered in any of the jurisdictions enlisted below titled “Prohibited Localities”.

**1.1 General** – You may not use the Application if you are otherwise barred from using the Application under applicable law.

**1.2 Legality** – You are solely responsible for following all laws and regulations applicable to you and your use or access of the App. If your use or access of the App conflicts with any applicable law, rule or regulation, you may not use the App.

**1.3** By using or accessing the App, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. “Sanction Lists” means any sanctions designations listed on economic/ trade embargo lists and/ or specially designated persons/ blocked persons lists published by the international organisations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to the lists of United Nations, European Union and its Member States, United States and United Kingdom sanctions lists. You hereby represent that you shall at all times, regularly, at your own motion advise the Sanction Lists and conduct the necessary analysis as to whether any limitations from the Sanction Lists apply to you and whether you are allowed, and if yes, in which manner to use the Application. You must search specific jurisdictions and sanctions applicable thereto separately, including, but by no means limited to the sanctions databases: UN, OFAC, EU and UK. You at your own discretion may need to seek professional advice to determine whether the sanctions apply. You hereby accept any liability caused by your failure to check, determine and respectively apply sanction limitations to you or your entity.

1.4 We make no representations or warranties that the information, products, Content (as defined below) or App provided are appropriate for access or use in other jurisdictions. We are keen with trying our best to adhere to the legislative requirements around the world. In this regard, we are forced to allow our App only to those users, whose countries allow to operate with Virtual Currency (as defined below) at all. Thus, seeking for the maximum possible compliance, user's identity/location verification will fail if you are located in a market where Virtual Currencies are banned/restricted by local regulations.

1.5 **Prohibited Localities** – Plena cannot on board corporate accounts of entities or personal accounts located in, established in, or a resident of Albania, Antigua & Barbuda, Algeria, Afghanistan, Bangladesh, Belarus, Bolivia, Burkina Faso, Burundi, Cambodia, Central African Republic, China, Columbia, Crimea Region, Cuba, Democratic Republic of Congo, Ecuador, Eritrea, Republic of Guinea, Guinea-Bissau, Haiti, Hong Kong, Indonesia, Iran, Iraq, Kyrgyzstan, Lebanon, Libya, Mainland China, Macedonia, Micronesia, Mali, Morocco, Burma (Myanmar), Nauru, Netherlands Antilles, Nicaragua, Namibia, Nepal, North Korea, Pakistan, Singapore, Somalia, Sudan, South Sudan, Syria, Uganda, Venezuela, Vietnam, Western Sahara, Yemen, Zimbabwe or any other state, country or region that is included in the Sanction Lists.

1.6 **Restricted Persons** – Plena does not on board accounts of entities or personal accounts, which have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially designated or otherwise included in the Sanction Lists (“**Restricted Persons**”). For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

1.7 **Non-Circumvention** – You agree not to access the Application using any technology for the purposes of circumventing these Terms.

## **2. Application**

The Application is a Wallet that allows you to send and receive Virtual Currency, browse the Web and submit transaction data to Blockchain Networks. As the bottom line, the main purpose of App is to make it easier for casual users, you, to handle and operate Virtual Currency. The only goal of ours is to help every user to access the decentralized world. We have no oversight, involvement, or control with respect to your Virtual Currency, or related transactions including instructions made through the Application. We do not store, send, or receive Virtual Currency. All the transfers occur on the Blockchain Networks, which are not owned by us. The App may also allow you buy Virtual Currencies for fiat currencies through third-party providers and they are the only ones responsible for those transactions. We take no part in those transactions and we take no responsibility for their proper execution or any other issues regarding these transactions. You may agree to receive push notifications from us. We may solely change how we operate the App.

### 2.1 The Application is a software that:

- (a) generates Wallet addresses and encrypted private keys that you may use to send and receive at Ethereum, Binance Smart Chain, Polygon Network, Optimism, Arbitrum and for related cryptographically secured cryptocurrency, digital tokens or digital assets (the “**Virtual Currency**”);
- (b) allows users to browse the Internet and access any websites available on the web (“**Web**” or “**Content**”) through the mobile application’s browser; and
- (c) facilitates the submission of Virtual Currency transaction data to Ethereum, Binance Smart Chain, Polygon Network, Optimism, and other blockchains (the “**Blockchain Networks**”) without requiring you to download or install the associated Ethereum, Binance Smart Chain, Polygon Network, Optimism, or any other blockchain -based software to your local device.

2.2 The Application may occasionally include other features added solely for the purposes of user experience development, including for the entertainment and

informational purposes, which are not intended to affect the main purpose or features of the Application described above.

2.3 Your use of the Application is at your own risk and solely at your sole discretion. When you create a Wallet in the App, you will be assigned a private key. You will be prompted to download and save mnemonic. You will be responsible for maintaining the confidentiality of your mnemonic, and will be fully responsible for any and all activities that occur under your account.

2.4 **Blockchain Networks Transactions** – In order to be completed, all Virtual Currency transactions must be confirmed and recorded in the Virtual Currency's associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the blockchain networks and, therefore, cannot and do not ensure that any transaction details that you submit via the Application will be confirmed and processed. By using the Application, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the blockchain networks.

We do not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any Virtual Currency, security, financial instrument, or other digital or physical asset and all the interactions are performed on the third-party platforms, subject to any associated third-party terms. Any transfer that occurs in any Virtual Currency occurs on the blockchain network and not on a network owned by us. We therefore do not guarantee that we can affect the transfer of title or right in any Virtual Currency. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any Virtual Currency transaction initiated via the App. We strongly encourage you to review your transaction details carefully before attempting to transfer a Virtual Currency.

Completion of transactions that you instruct for through the App also depends on the availability and operation of the blockchain networks. Errors or forks in the blockchain networks may cause transactions that you initiate through the App to fail. This may mean that the transaction you were originally intending to perform will no

longer be available. Unfortunately, due to the decentralised nature of the blockchain networks, there is no one single point of failure, and so neither we nor any particular party will be responsible to you for errors or any losses that you suffer as a result.

**2.5 Buying Virtual Currencies** – The App may also allow you to buy Virtual Currencies for fiat currencies through third-party providers active in the App. You agree that those functionalities may be available only in countries approved by respective active third-party providers on the one hand, and us on the other hand. In order to sell Virtual Currencies through the App, you will need to accept and consent to the terms of use and privacy policy, alongside with any other applicable user agreements of respective active third party providers available at respective active third-party providers' websites or pages. You will enter into a direct contractual relationship with respective active third-party providers if you decide to sell Virtual Currencies through the App.

Although we facilitate your access to these services of respective active third-party providers, we, by no means are responsible for them and take no part in the transactions performed by them (even if instructed for in the App). You agree and understand that the functionalities available in the App to sell

Virtual Currencies are not provided directly by us and are the only responsibility of our third-party providers, including respective active third-party providers. We cannot and do not guarantee that the transaction instructed in the App, which is performed exclusively by the providers will be executed successfully, error-free and timely. You acknowledge that we bare no responsibility for the actions of our providers, the execution of the transaction or any other issues related to the transaction involving purchase of Virtual Currencies for fiat currencies, including any losses or damage incurred.

We and the Application are not a Virtual Currencies exchange and are not responsible for the transactions made through respective active third-party providers or other providers.

**2.6 Push Notifications** – You may agree to receive push notifications from the Application. If you would like to receive push notifications, you must opt in to the

service by accessing “Settings” on your device and enabling “Push Notifications”. You can select to have alerts pushed to your device or only alert you within the App.

2.7 We reserve the right in our sole and absolute discretion to make changes to how we operate and provide our App’s functionality, including adding new App, modifying existing App, or suspending, discontinuing, or terminating your access to any or all portions of our App’s functionality. Some of our Application may be subject to additional terms and conditions, which are posted separately from these terms but are incorporated and form a part of these Terms if you decide to use or access those features.

### **3. Wallet Registration and Security**

Plena encrypts the mnemonic (“which is used to generate private keys”) locally, that we never send to our servers. Alternatively, the information could be stored in encrypted form in Apple iCloud if it was enabled. The private key is connected to the Wallet address and, together, they can be used to authorize the transfer of Virtual Currency to and from that Wallet address. You are solely responsible for maintaining the security of your private key and any mnemonic (backup) phrase associated with your Wallet. You must keep your Wallet address, mnemonic (backup) phrase, and private key access information secure. Failure to do so may result in the loss of control of Virtual Currencies associated with the Wallet.

3.1 Plena stores your Wallet address but does not receive or store your Wallet password, encrypted private key, unencrypted private key, or mnemonic (backup) phrase associated with your Wallet. We cannot, therefore, assist you with Wallet password retrieval. We cannot generate a new password for your Wallet if you fail to remember your original password. If you have not safely stored a backup of any Wallet address and private key pairs maintained in your Wallet, you accept and acknowledge that any Virtual Currency you have associated with such a Wallet address will become inaccessible if you do not have your Wallet password. However, Plena may optionally use Apple CloudKit to sync data between your Apple devices (iPhone, iPad and Apple Watch). Your data is stored in a private database, which is encrypted with an account-based key and additionally encrypted with a user-provided passphrase.

Therefore, we do not have access to any data stored in your iCloud account. We also do not have access to your Apple ID.

3.2 When you create a Wallet, you are strongly advised to take precautions in order to avoid loss of access to and/ or control over your Wallet. Suggested measures include, but are not limited to, the following: (a) using the backup functionality provided by the Wallet or safeguard your private key and mnemonic (backup) phrase on an external hard drive which, all users, especially users who have more than \$10,000 USD in assets, are encouraged to do even if they are utilizing the App backup functionality; (b) maintaining the security of your Wallet by protecting the private key and mnemonic (backup) phrase associated with your Wallet by, for example, limiting access to your computer and your Wallet; and (c) promptly notifying us if you discover or otherwise suspect any security breaches related to your Wallet.

#### **4. Your use of Application**

4.1 By using or accessing the Application, you represent and warrant that you understand that there are inherent risks associated with Virtual Currency, and the underlying technologies including, without limitation, cryptography and blockchain (and their storage mechanism such as digital wallets), and you agree that the Plena is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that we have no control over any blockchain, Blockchain Networks or Virtual Currencies and cannot and do not ensure that any interaction via our Application will be confirmed on the relevant blockchain. Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following: Plena cannot and will not be liable for any loss or damage arising from your failure to comply with these Terms or the failure of any blockchain or the Blockchain Networks.

4.2 You agree to (a) never use the same password for a Wallet that you have ever used outside of this service, if any, (b) keep your secret information and password confidential and do not share them with anyone else and (c) immediately notify Plena of any unauthorized use of your account or breach of security.



4.3 In order to allow other users to have a full and positive experience of using the Application you agree that you will not use the Application in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- (b) Is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (c) Violates law provisions regarding money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion;
- (d) Jeopardizes the security of your wallet or anyone else's (such as allowing someone else to log in to the Application as you);
- (e) Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet; - Violates the security of any computer network, or cracks any passwords or security encryption codes; or
- (f) Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Application.

A violation of any of the foregoing is grounds for termination of your right to use or access the Application to the extent possible. However, in no event do we have the ability to access or suspend your access to your own Wallet, and you are always entitled to use your Wallet on other services.

## **5. Fees**

In no way does Plena earn a commission on users' transactions or storage of Virtual Currency or for the use of the Wallet itself. However, you may incur associated fees, if you use certain functionality accessible through the Application. While we do not charge fees for access to the Application, the following charges may be involved while using the Application:

**5.1 Blockchain Charges** – In connection with your use of the Application, you agree to bear all costs necessary to conduct a transaction, such as "gas" cost on the Ethereum, Binance Smart Chain, Polygon Network, Optimism, and other blockchain networks, for the computational resources required to perform a transaction on the particular blockchain network. We will try to provide you with the accurate estimates of these charges for your information, but this information is highly volatile and can change quickly and we cannot and do not guarantee the accuracy, stability, availability of this information. You specifically acknowledge and agree that the Plena has no control over:

- (a) any transactions within the Blockchain Networks;
- (b) The calculation or method of payment of any gas charges; or
- (c) Any actual payments of gas charges. You must ensure that you have a sufficient balance of Virtual Currency stored at your Wallet Address to complete any transaction on the blockchain networks before initiating such blockchain transaction.

**5.2 Charges by Providers** – As stated above, the App may also allow you to buy Virtual Currencies for fiat currencies via respective active third-party providers. We do not take part in these transactions and respectively are not responsible for any fees involved. We cannot and do not guarantee the fee rates applied by these providers, and it is of your responsibility to check them when you make the sale. Please consult their terms and user agreement for further information.

**5.3 Third-Parties Fees** – Wallet provides the ability to connect it to the third-party services, whose features will allow Wallet's users to fully operate their Virtual Currency. Accordingly, we provide our API to third parties on the Software-as-a-Service basis. If you access App and uses functionality of third-parties services and/or apps, then any fees charged therein are exclusively and solely by such third-party services and/or app, platforms and not by us. Please read and decide on accepting the fee terms of such third parties before deciding on whether to use such third-parties' functionality.

5.4 We further reserve the right to charge any fees arising from or incidental to the use of our Application or any services or features thereof by you.

## **6. Disclaimers**

6.1 You understand and agree that we are software developers and providers of software App and do not custody, control or manage user funds in any manner whatsoever. The Application may enable access to an online, decentralized and autonomous protocol and environment, and associated decentralized networks, that are not controlled by Plena. We do not have access to your private key and cannot initiate a transfer of Virtual Currency or otherwise access your Virtual Currency or your Wallet. We are not responsible for any activities that you engage in when using your Wallet or any other wallet or the Application.

6.2 You acknowledge that Plena is not responsible for transferring, safeguarding, or maintaining your private keys or any Virtual Currency associated therewith. If you lose, mishandle or have stolen associated Virtual Currency private keys, you acknowledge that you may not be able to recover associated Virtual Currency, and that Plena is not responsible for such loss. You acknowledge that Plena is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

6.3 You further acknowledge that blockchain applications are code subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the App or Content and the trustworthiness of any third-party websites, products, smart-contracts, or Content you access or use through the Application. You further expressly acknowledge and represent that blockchain applications can be written maliciously or negligently, that Plena cannot be held liable for your interaction with such applications and that such applications may cause the loss of property or even identity. This warning and others later provided by Plena in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Application or Content.

6.4 To the maximum extent permitted under Applicable Law, the Application (and any of their content or functionality) provided by or on behalf of us is provided on an “As Is” and “As Available” basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Application (including any related data) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Application are correctable or will be corrected.

## **7. Representations and Warranties**

7.1 You expressly understand and agree that your use of the Application and features related thereto at your sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Application, and the code proprietary or open source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Application, code and any related information are accurate, complete, reliable, current or error-free. The Application is provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Plena has no control over, and no duty to take any action regarding: which users gain access to or use the App; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Plena from all liability for you having acquired or not acquired Content through the App. Plena makes no representations concerning any Content contained in

or accessed through the App, and Plena will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Application.

7.2 As stated earlier, we cannot guarantee that the Application will be free from malware, viruses, or harmful code, and your IT security is your responsibility. We are not liable for losses or costs caused by a distributed denial-of-service attack or other technologically harmful material that may infect your computer systems or equipment, or data or other proprietary material due to your use of the website. Your use of the Website is at your own risk, and its content is provided on an “as is” basis with no warranties (implied or otherwise).

7.3 Neither the company nor any person associated with the company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the website.

7.4 We cannot guarantee, nor can anyone associated with Plena, that any of the content or services will be accurate, reliable, free of errors, uninterrupted, or in service in perpetuity.

7.5 Plena disclaims warranties of any kind, including express, limited, and statutory warranties to the fullest extent permitted by law.

## **8. Indemnification**

To the fullest extent allowed by applicable law, You agree to indemnify and hold us, our affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Application (including any actions taken by a third party using your Wallet), and (b) your violation of these Terms or applicable law. In the event of such a claim, suit, or action (“**Claim**”), we will attempt to provide notice of the Claim to any contact information we have for you, if applicable (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

## **9. Limitation of Liability**

You expressly understand and agree that Plena and our affiliates and service providers, and their respective officers, directors, agents, joint ventures, employees, and representatives will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including without limitation damages for loss of goodwill, use, data, or other intangible losses (even if Plena has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability, or otherwise, resulting from: (a) the access, use or the inability to access or use the Application; (b) the cost of procurement of substitute goods and App resulting from any goods, data, information, or App purchased or obtained or messages received or transactions entered into through or from the App; (c) unauthorized access to or alteration of your transmissions or data; or (d) any other matter relating to the App. In no event will Plena's aggregate liability arising out of or in connection with the Application exceed the amount of fees paid by you to us in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

## **10. Intellectual Proprietary Rights**

10.1 **Our Content** – The Application and information, data, text, images, written posts and comments, software, scripts, maps, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Application, features and functionality (including but not limited to all information, software, scripts, algorithms, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by us, our licensors or other providers of such material, and subject to copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Plena and associated names, logos and all related names, logos, product and service names, designs and slogans are trademarks of the Plena or its affiliates or licensors (if and as applicable). You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Application are the trademarks of their respective owners.

**10.2 Limited License** – We grant you limited, non-exclusive, revocable permission to make use of the App (“Access”). This Access shall remain in effect until and unless terminated by you or us. You promise and agree that you will not redistribute or transfer the App. The Plena software application, including without limitation the App, are not sold or transferred to you, and Plena and its licensors retain ownership of all copies of the software applications even after installation on your personal computers, mobile handsets, tablets, wearable devices, speakers and/or other devices (“Devices”). All trademarks, service marks, trade names, logos, domain names, and any other features of the Plena brand are the sole property of Plena or its licensors. The Terms do not grant you any rights to use any Plena brand features whether for commercial or non-commercial use. You agree to abide by our user guidelines and not to use the App or any part thereof in any manner not expressly permitted by the Terms. Except for the rights expressly granted to you in the Terms, Plena grants no right, title, or interest to you in the App. Third party software (for example, open source software libraries) included in the Application are made available to you under the relevant third-party software library’s license terms. Notwithstanding anything herein to the contrary, nothing in the Terms entitles you to copy, modify, fork, merge, combine with another program or create a derivative work of the App.

**10.3 Licence Restrictions** – Except as expressly set out in this Terms or as specifically permitted by any local law, you agree:

- (a) Not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security; - not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- (b) Not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (c) Not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the App with another software program, and provided

that the information obtained by you during such activities: undefined not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from Plena; and

- (d) To comply with all technology control or export laws and regulations that may apply to the technology used or supported by the App.

10.4 **Your Data** – Please see our Privacy Policy for information on how we collect, use and share your information.

## **11. Dispute Resolution Clause and Class Action Waiver**

**11.1 Binding Arbitration** – Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Plena: (a) waive the right to have any and all disputes or claims arising from these Terms, your use or access to the Application or any other disputes with the Plena (collectively, “Disputes”) resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Plena agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e. the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

**11.2 No Class Arbitrations, Class Actions or Representative Actions** – You and the Plena agree that any dispute is personal to you and the Plena and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, you and the Plena agree that a dispute cannot be brought as a class, or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.



**11.3 Process** – You and the Plena agree that each will notify the other, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to the Plena shall be provided by sending an email to support@plena.fiance. Your notice must include: (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that you are seeking. If you and the Plena cannot resolve the Dispute within thirty (30) days of the Plena receiving the notice, either you or Plena may, as appropriate pursuant to this Clause 11, commence an arbitration proceeding. You and the Plena agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and Plena agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute). The aforesaid is subject to the relevant statutory/ legislative law on limitation as prevalent in the Country having the seat of arbitration.

**11.4 Choice of Law/ Seat of Arbitration** – These Terms are governed by and will be construed under the laws of the United Arab Emirates without regard to the conflicts of law provisions of such jurisdiction. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of these Terms or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules (“**Rules**”), which rules are deemed to be incorporated by reference into this Clause 11 to the extent they are consistent with it, by one arbitrator appointed in compliance with the Rules. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Dubai, United Arab Emirates, in English, in accordance with the Rules.

**11.5 Authority of Arbitrator** – As limited by these Terms and applicable arbitration rules, the arbitrator will have: (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute; and (b) the authority to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

**11.6 Composition of Arbitral Tribunal** – An independent sole arbitrator shall be appointed by mutual consent between you and Plena, who shall have the sole jurisdiction to adjudicate upon any disputes arising from the present Terms. In case you and Plena are unable to amicably appoint a sole arbitrator, then you and Plena are at liberty to approach the Court of Law having interim jurisdiction over the subject matter of the dispute for appointment of a sole arbitrator.

## **12. Changes to the Application**

12.1 We are constantly trying to improve our Application, so we may need to change these Terms along with the Application. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by requiring you to log in to our Application again and accept the new Terms, and/or by some other means. We may suspend or discontinue any part of the Application, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Application. We reserve the right to remove any Content (defined below) from the Application at any time, for any reason in our sole discretion, and without notice.

12.2 Our Application is currently free, but we reserve the right to charge for certain part of or the entire Application in the future. We will notify you before any Application you are then using begin carrying a fee, and if you wish to continue using such Application, you must pay all applicable fees for such Application.

12.3 If you don't agree with the new Terms after any changes, you are free to reject them. Unfortunately, that means you will no longer be able to use the Application. If you use the Application in any way after a change to the Terms is effective, that means you agree to all of the changes.

12.4 Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## **13. Third-Party Links and Contracts**

The Application may provide links and/ or advertise other World Wide Web or accessible sites, applications or resources provided by third parties. Because we have no control over such sites, applications and resources, you acknowledge and agree that we are not responsible for the content and availability of such external sites, applications or resources. We do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites, applications or resources.

#### **14. Entire Agreement.**

These Terms (and any additional terms, rules and conditions of participation that may be posted on Application) constitute the entire agreement with respect to the Application and supersedes any prior agreements, oral or written. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over these Terms to the extent of the conflict.

#### **15. Survival Clause.**

Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

#### **16. Captions and Summaries.**

The captions identifying the various sections and subsections of these Terms are for reference only and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms.

#### **17. No Assignment**

Subject to these Terms, only you and no other person shall have the right to any claim against Plena in connection with the Application. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall be void and shall not impose any obligation or liability on Plena to the assignee or transferee.

#### **18. Assumption of Certain Risks**

- 18.1 In order to be successfully completed, any transaction created with or sent to your Wallet using our Services must be confirmed and recorded on the blockchain network. We have no control over the blockchain network or any other Virtual Currency and therefore cannot and will not ensure that any transaction details you submit or receive via our Services will be confirmed on the blockchain network. We do not have the ability to facilitate any cancellation or modification requests.
- 18.2 By using our Services, you acknowledge and accept that there are substantial risks associated with Virtual Currency and transactions on the blockchain network. In addition to the above risks, you agree and understand that:
- (a) You: (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Wallet; (ii) have the knowledge, experience, understanding, professional advice and/or information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Wallet with our Services and are not relying on us; (iii) accept the risks associated with Virtual Currency and blockchain technology generally. You further assume and agree that we will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against us, our affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth in these Terms.
  - (b) We do not assume responsibility for any inherent risks associated with blockchain technology, including, but not limited to, design or implementation flaws that affect the operation of the various networks, or cryptographic advances that may undermine the security framework of certain blockchain technologies.
  - (c) We make no guarantee as to the functionality or security of the blockchain network or the Application, which could, among other things, lead to loss of funds, hacks, delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of Virtual Currency, or lead to your inability to complete a transaction

using our Application. However, we strive to and are continually working towards eliminating such third party risks.

- (d) You acknowledge and accept that the protocols governing the operation of the blockchain network or the Application may be subject to sudden changes in operating rules which may materially alter the network, affect the value and function of a particular Virtual Currency or otherwise render you unable to conduct or complete transactions using our Application.
- (e) You take responsibility for all activities and transactions that occur in connection with your use of our Application and your Wallet and accept all risks and consequences of your use of our Application and any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.
- (f) We make no warranties as to the markets in which the Virtual Currency are transferred, purchased and traded, or the advisability of buying particular Virtual Currencies.
- (g) We are not liable for any hacks or malicious attempts to obtain access to your Wallet, or any loss or destruction of security credentials or authentication methods for accessing your Wallet. You alone are responsible for protecting your security information.
- (h) The transaction details you submit via the Application may not be completed, or may be substantially delayed on the blockchain network, and we take no responsibility for the failure of a transaction to be confirmed or processed as expected.
- (i) As a software provider, we are not regulated by any federal or state regulatory agency and are not subject to the examination or reporting requirements of any such agencies.
- (j) The applicability of existing legal and regulatory requirements to Virtual Currency and our Application is developing and evolving. We may rely on advice of counsel concerning the application of existing and new legal and regulatory requirements to

its activities. This advice may require us to make sudden changes to our Application that may impact your ability to use our Application.

## **19. Your Rights in our Application**

19.1 The materials displayed or performed or available on or through the Application, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the “**Content**”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Application, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Plena’s) rights. You are the sole owner of the Virtual Currency in your Wallet and may elect to extract your private key or otherwise transfer your Virtual Currency to another Wallet or platform.

19.2 You understand that, except with respect to any open source software or third-party software that the Application incorporates, we own the Application, including all technology or Content (including all intellectual property rights subsisting therein), and hereby grant you a limited, revocable, transferable, license to access and use those portions of the Services that are proprietary to Plena.

19.3 You acknowledge that the Application may use, incorporate or link to certain open-source components and that your use of the Application is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “Open-Source Licenses”). Without limiting the generality of the foregoing, you may not: (a) modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise use the Application in a manner that violates the licenses granted in these Terms or any other Open-Source Licenses.

19.4 Any of our product or service names, logos, and other marks used as a part of the Services, including our name and logo are trademarks owned by us, our affiliates or our applicable licensors. You may not copy, imitate or use them without our (or the applicable licensor's) prior written consent.

## **20. Your Responsibilities when using our Application**

20.1 Any third-party goods or services, information or content publicly posted or privately transmitted or made available through the Application is the sole responsibility of the person from whom such goods, services or content originated, and you obtain such goods or services and access all such information and content at your own risk, and we aren't liable for any errors or omissions or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Application.

20.2 You are responsible for all Content you contribute, in any manner, to the Application, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are also responsible for all your activity in connection with your use of the Application.

20.3 The Application may contain links or connections to third party websites or services that are not owned or controlled by us. In other cases, third party websites or services may integrate with our Services, or we may integrate with third party websites or other services. When you access third party websites or use third party services, you accept that there are risks in doing so, and that we are not responsible for such risks. The fact that our Application may be used with other third party services should not be taken as an endorsement of those services, unless specifically specified. We encourage you to be aware when you leave the Application and to read

the terms and conditions and privacy policy of each third-party website or service that you visit or utilize, as your use of those services is subject to those terms and policies.

20.4 We have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Application. In addition, we will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Application, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

20.5 Your interactions with organizations and/or individuals found on or through the Application, including payment and delivery of goods or services, financial transactions, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

20.6 If there is a dispute between participants of the Application, or between users and any third party, you agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you release us, our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Application.

20.7 If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."



## **21. Termination**

21.1 You can terminate your use of our Application whenever you would like, and we may also terminate your access to our Application in certain instances. Some obligations will continue under both these Terms and our Privacy Policy regardless of who terminates these Terms.

21.2 You're free to terminate your use of our Application at any time; please refer to our Privacy Policy to understand how we treat information you provide to us after you have stopped using our Application.

21.3 We are also free to terminate (or suspend access to) your use of the Application for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. If we suspend your use of the Application, you may continue to access your Wallet directly or through other services not hosted by us.

21.4 Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us (if applicable) or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

## **22. Severance and Partial Invalidity**

22.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect.

22.2 The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

## **23. Force Majeure**

23.1 We may, in our reasonable opinion, determine that a Force Majeure Event exists.

A “Force Majeure Event” will include, but is not limited to, the following: (i) any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from providing the Application; (ii) the suspension or closure of any exchange or the nationalisation, government sequestration, abandonment or failure of any instrument on which we are base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; (iii) the occurrence of an excessive movement in the level of any transaction and/or exchange or our anticipation (acting reasonably) of the occurrence of such a movement; (iv) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (v) the failure of any relevant supplier, financial institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

23.2 If we determine that a Force Majeure Event exists, we may without notice and at any time, acting reasonably, take such steps as we deem reasonable to mitigate any adverse effects of the Force Majeure Event, but shall not be liable to you for the nature of such decisions or any related acts of omissions.

23.3 You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to this section if we decide to take such action. The Cake Affiliates shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under these Terms if such partial or non- fulfilment or improper fulfilment was a result of a Force Majeure Event.

## **24. Reporting Suspected Vulnerabilities.**

If you would like to report a vulnerability or have a security concern regarding our Application, please e-mail [support@plena.fiance](mailto:support@plena.fiance).

**25. Miscellaneous.**

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Application, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You acknowledge and agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Plena, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Plena, and you do not have any authority of any kind to bind Plena in any respect whatsoever.