

TERMS OF USE

These Terms of Use (these “**Terms**”) set forth the terms and conditions under which you (“**User**”, or “**you**”) may access and use the FTLB Platform located at FTLB.io (“**Platform**”), operated by or on behalf of FTLB inc (inclusive with its affiliates, “**Company**”, “**we**” or “**us**”), and all associated services, features, content, tools and functionality provided by the Company (collectively, “**Services**”).

THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. PLEASE READ THESE TERMS CAREFULLY, AS THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.

BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS, OUR PRIVACY POLICY, AND THE OTHER RULES PROVIDED WITH THE PLATFORM, WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR PLATFORM.

IF YOU DO NOT ACCEPT OR UNDERSTAND THE TERMS, PLEASE DO NOT USE OR ACCESS THE PLATFORM.

Our Privacy Policy, available at [[Privacy Policy URL](#)], describes how we collect, use, and protect your personal information when you use our Services. By using the Services, you consent to the collection and use of information as outlined in the Privacy Policy.

THE SERVICES ARE INTENDED SOLELY FOR PERSONAL, END-USER USE. THESE TERMS APPLY TO INDIVIDUAL USERS OF THE PLATFORM. THE COMPANY DOES NOT OFFER BUSINESS-TO-BUSINESS SERVICES UNDER THESE TERMS.

1. CHANGES TO THE TERMS

- 1.1. Company reserves the right to modify, update, or amend these Terms at any time. We may also modify or update the Services, including adding or removing any features or content, or introduce fees or charges for use of the Services in the future. If we make changes to these Terms, we will update the “Last Updated” date above. For material changes, we will use reasonable efforts to notify you, such as by e-mail and/or by placing a prominent notice on the Platform.
- 1.2. Updated Terms take effect at the time of posting or such later date as may be specified in the updated Terms. It is your responsibility to review these Terms periodically for any changes. If you continue to access or use the Services after updated Terms become effective, you will be deemed to have accepted the revised Terms.
- 1.3. IF YOU DO NOT AGREE TO ANY AMENDED TERMS, YOU MUST DISCONTINUE USE OF THE SERVICES.

2. SECURITIES DISCLAIMER

- 2.1. NO INFORMATION WHICH MAY BE MADE AVAILABLE ON THE PLATFORM SHALL CONSTITUTE OR BE CONSTRUED AS A RECOMMENDATION, ENDORSEMENT, OFFER, INVITATION, OR SOLICITATION TO ENTER INTO

ANY TRANSACTION WITH OR PURCHASE ANY PRODUCT, OR OTHERWISE DEAL WITH SECURITIES, CRYPTO ASSETS, OR OTHER PRODUCTS. THE COMPANY IS NOT A LICENSED BROKER, DEALER, FINANCIAL ADVISOR, OR REGISTERED INVESTMENT ADVISOR.

- 2.2. YOU FURTHER UNDERSTAND THAT NONE OF THE INFORMATION PROVIDERS ARE ADVISING YOU PERSONALLY CONCERNING THE NATURE, POTENTIAL, VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY OR CRYPTO ASSET, PORTFOLIO OF SECURITIES OR CRYPTO ASSETS, TRANSACTION, INVESTMENT STRATEGY, OR OTHER MATTER, AND ANY INFORMATION PROVIDED IS NOT TAILORED TO THE INVESTMENT NEEDS OF ANY SPECIFIC PERSON.
- 2.3. YOU UNDERSTAND THAT AN INVESTMENT IN ANY SECURITY, OR CRYPTO ASSET OR DERIVATIVE PRODUCT IS SUBJECT TO SEVERAL RISKS AND THAT DISCUSSIONS OF ANY SECURITY OR CRYPTO ASSET PUBLISHED ON THE PLATFORM MAY NOT CONTAIN A LIST OR DESCRIPTION OF RELEVANT RISK FACTORS.
- 2.4. PLEASE NOTE THAT MARKETS CHANGE CONTINUOUSLY, SO ANY INFORMATION, CONTENT, OR OTHER MATERIAL PROVIDED ON OR THROUGH THE PLATFORM MAY NOT BE COMPLETE OR CURRENT OR MAY BE SUPERSEDED BY MORE CURRENT INFORMATION. YOU RELY ON SUCH INFORMATION AT YOUR OWN RISK.
- 2.5. THE SECURITIES FOR WHICH THIS PLATFORM MAY PROVIDE INFORMATION OR FACILITATE TRANSACTIONS MAY NOT HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. ANY DECISIONS REGARDING INVESTMENTS OR SECURITIES SHOULD BE MADE AFTER CONSULTING WITH A QUALIFIED PROFESSIONAL.

3. SERVICES OVERVIEW

- 3.1. FTLB Platform is a Web3 ecosystem that leverages blockchain technology to offer a gamified and decentralized platform focused on sustainability, transparency, and user engagement. The Services provide an interface that allows you to connect your own compatible third-party digital wallet (e.g., MetaMask) and interact with ecosystem of smart contracts and digital assets on supported public blockchains.
- 3.2. All access to and transactions on the Platform are initiated through your Wallet (as defined below), which you set up independently of Company.
- 3.3. The Platform may include several key components and features designed to support and promote environmental action and community participation. By using the Services, Users may engage with the following:
 - 3.3.1. **NFT Marketplace.** A marketplace where Users can buy, sell, and trade unique non-fungible tokens (“**NFT Marketplace**”). The marketplace is User-driven and decentralized; the Company provides the venue for transactions between

buyers and sellers but is not a party to NFT sales. The Company reserves the right to charge any Platform fees for NFT Marketplace transactions;

- 3.3.2. **FTLB Token.** Platform has a native utility token – FTLB Token – which functions as an in-Platform cryptocurrency used to engage with various features of the ecosystem and can be used for transactions within the Platform. In addition, Users holding FTLB tokens may use them to participate in governance processes related to the Platform, as described further below;

FTLB TOKEN IS A UTILITY TOKEN AND NOT AN INVESTMENT. ITS VALUE CAN BE VOLATILE, AND IT IS INTENDED TO PROVIDE FUNCTIONAL UTILITY WITHIN THE PLATFORM, RATHER THAN SERVE AS A TRADITIONAL FINANCIAL INSTRUMENT;

- 3.3.3. **User Dashboard.** The Platform may provide Users with access to a personal Dashboard displaying certain engagement metrics, which may include, but are not limited to accrued FTLB Tokens. Access to the Dashboard is provided for convenience only and may be subject to Wallet connection, technical availability, and other operational conditions. The Company does not guarantee the completeness, accuracy, real-time reflection, or availability of any data presented in the Dashboard. Users acknowledge that all information displayed is for informational purposes only and may be delayed, outdated, or subject to change without notice;

- 3.3.4. **Community Governance.** Platform is built on principles of decentralization and community-driven growth. The Platform may implement a governance model that empowers its community of FTLB Token holders to propose and vote on certain decisions affecting the Platform. Users holding FTLB Tokens may be able to participate in governance votes on issues such as introducing new features, adjusting reward parameters, allocating community treasury funds for eco-initiatives, or forming partnerships.

- 3.4. These features and mechanics are presented solely as part of the Company's current development plan; however, their implementation is not guaranteed, and no specific functionality, timeline, or order of release is assured. The Platform may be developed and deployed in phases, which are currently anticipated to include:

- 3.5. THE FEATURES AND FUNCTIONALITIES DESCRIBED IN THE WHITEPAPER OR ELSEWHERE IN THE PLATFORM'S MATERIALS REFLECT THE COMPANY'S CURRENT DEVELOPMENT PLAN, BUT THEY ARE NOT GUARANTEED TO BE IMPLEMENTED. THE COMPANY RETAINS SOLE AND ABSOLUTE DISCRETION TO MODIFY, DELAY, OR PERMANENTLY CANCEL ANY FEATURE, PHASE, OR COMPONENT OF THE PLATFORM AT ANY TIME, WITH OR WITHOUT NOTICE. THIS INCLUDES, BUT IS NOT LIMITED TO, CHANGES IN THE SCOPE OR SEQUENCE OF RELEASES, THE REMOVAL OF FUNCTIONALITY, OR THE DECISION NOT TO LAUNCH CERTAIN FEATURES ALTOGETHER.

- 3.6. USERS EXPRESSLY ACKNOWLEDGE THAT ALL REFERENCES TO PROSPECTIVE SERVICES, DIGITAL ASSETS, INTEGRATIONS, OR OTHER PLATFORM ELEMENTS ARE NON-BINDING AND SUBJECT TO CHANGE. NO RELIANCE SHOULD BE PLACED ON THEIR AVAILABILITY OR DELIVERY. THE COMPANY MAY ALSO INTRODUCE NEW FEATURES OR THIRD-PARTY INTEGRATIONS IN THE FUTURE TO ENHANCE THE PLATFORM'S FUNCTIONALITY. THESE TERMS WILL APPLY TO ANY SUCH ADDITIONS, AND THE COMPANY WILL UPDATE THIS DOCUMENT AS IT DEEMS APPROPRIATE.

4. WALLETS AND THIRD-PARTY TOOLS

- 4.1. When you utilize any data inputs provided by the Platform to execute transactions, you are interacting with public blockchains, which provide transparency into your transactions. The Company does not control and is not responsible for any information you make public on any public blockchain by taking actions utilizing data provided by the Platform or the Services.
- 4.2. The Platform may integrate with or provide access to third-party services, content, websites, networks, or applications that are not owned or controlled by Company (collectively "**Third-Party Tools**"). The Third-Party Tools required to be used or interacted with in order to interact with the Platform, including but not limited to a Wallet, are not part of the Services, and your use of such Third-Party Tools are entirely at your own risk.
- 4.3. In order to access or use certain features of the Platform, you may be required to complete identity verification and related compliance checks through designated Third-Party Tools, such as Sumsb. These processes are necessary to help us comply with anti-money laundering and know-your-customer regulations. By using the Platform, you agree to provide all information required by such Third-Party Tools and to complete their verification procedures.
- 4.4. YOUR INTERACTION WITH THIRD-PARTY TOOLS IS ENTIRELY AT YOUR OWN RISK AND IS EXCLUSIVELY BETWEEN YOU AND THE PROVIDER. EACH THIRD-PARTY TOOL WILL LIKELY HAVE ITS OWN TERMS OF USE AND PRIVACY POLICY, AND YOU ARE RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THOSE TERMS WHEN YOU ENGAGE WITH THEM. COMPANY IS NOT A PARTY TO YOUR AGREEMENTS WITH THIRD-PARTY PROVIDERS.
- 4.5. COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, SERVICES, PRODUCTS, INFORMATION, OR PRACTICES OF ANY THIRD PARTIES. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY THIRD-PARTY TOOLS, INCLUDING THEIR ACCURACY, QUALITY, RELIABILITY, AVAILABILITY, OR LEGALITY. IF YOU ACCESS THIRD-PARTY WEBSITES OR RESOURCES FROM THE PLATFORM, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OTHER COMPANY'S POLICIES DO NOT APPLY TO YOUR DEALINGS WITH THOSE THIRD PARTIES. YOU HEREBY RELEASE COMPANY AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY

ARISING FROM YOUR USE OF OR RELIANCE ON ANY THIRD-PARTY TOOLS.

- 4.6. To use certain of the Services it may be necessary to connect a third-party digital wallet (“**Wallet**”) to the Platform. In such cases, Users must independently create and manage their Wallets, such as via MetaMask or other compatible services. By using a Wallet in connection with the Services, you agree that you are using the Wallet under the terms and conditions of the applicable third-party provider of such Wallet. The Company does not offer, create, control, or provide Wallets and has no custody or control over the assets held therein.
- 4.7. These Third-Party Tools are provided for your convenience and to enhance the User experience, but Company does not endorse or assume any responsibility for them.
- 4.8. THE COMPANY ACCEPTS NO RESPONSIBILITY OR LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF A WALLET OR DATA PROVIDED BY THE PLATFORM IN CONSUMMATING TRANSACTIONS USING A WALLET AND MAKES NO REPRESENTATIONS AND WARRANTIES REGARDING HOW THE SERVICES WILL INTERACT WITH ANY SPECIFIC WALLET.
- 4.9. THE PRIVATE KEYS AND/OR SEED PHRASES NECESSARY TO ACCESS THE ASSETS HELD IN A WALLET ARE NOT HELD BY OR KNOWN TO THE COMPANY. THE COMPANY HAS NO ABILITY TO HELP YOU ACCESS OR RECOVER YOUR PRIVATE KEYS AND/OR SEED PHRASES FOR YOUR WALLET, SO PLEASE KEEP THEM IN A SAFE PLACE.

5. PLATFORM INTEGRITY AND UPDATES

- 5.1. Company may from time to time update, upgrade, or modify the Platform and Services, including deploying new smart contracts or adjusting parameters of the Platform, to improve performance, security, User experience, or to comply with legal requirements.
- 5.2. You acknowledge that these updates may be necessary for you to continue using the Services and that Company may temporarily suspend or limit parts of the Platform to implement such changes. You agree to accept and install any app or software updates that Company deems necessary to maintain access to the Services. We are not liable for any failure of the Services if you do not implement or use the latest updates provided.

6. APPLICABLE FEES AND MONITORING

- 6.1. Although the Company is not obligated to monitor access to or participation in the Services, it has the right to do so for the purpose of operating the Services, to ensure compliance with the Terms and to comply with applicable law or other legal requirements.
- 6.2. The Company reserves the right to impose fees for the use of the Platform and Services, including, without limitation, fees related to transactions, listings, cancellations, feature access, or any other Platform activity. All fee structures, rates, and payment terms are

determined exclusively by the Company and may be introduced, modified, or removed at any time, without notice and at the Company's sole discretion. Users are solely responsible for reviewing the most current fee-related information available on the Platform, including any applicable FAQ sections or other documentation, prior to using the Services or engaging in any transactions. The Company makes no guarantees regarding the completeness, availability, or accuracy of such information. All applicable fees will be automatically deducted from transaction proceeds or processed through the connected Wallet, where applicable. By accessing or using the Services, you agree to all such fees and authorize their automatic deduction. All fees are non-refundable unless expressly stated otherwise by the Company.

- 6.3. Transactions executed by you utilizing data provided by the Platform and your use of the Services may cause you to incur fees such as blockchain gas or similar network fees, as well as fees charged by the Third-Party Tools. All such fees displayed within your Wallet utilizing data inputs provided by the Platform are merely estimates and may not reflect actual costs incurred in broadcasting a transaction for execution according to the applicable consensus mechanism. Additionally, your external Wallet provider may impose a fee.

WE ARE NOT RESPONSIBLE FOR ANY FEES CHARGED BY A THIRD PARTY. DUE TO THE NATURE OF DISTRIBUTED, PUBLIC BLOCKCHAINS, TRANSACTIONS EXECUTED BY YOU UTILIZING DATA PROVIDED BY THE PLATFORM AND THE SERVICES ARE NON-REFUNDABLE AND THE COMPANY IS NOT ABLE TO ALTER OR MITIGATE ANY SUCH FEES.

- 6.4. In certain cases, your transactions may not be successful due to an error with the blockchain or the Wallet, or due to changes in the distributed blockchain environment (e.g., during a spike in demand for block space and/or activity on the relevant network).

WE ACCEPT NO RESPONSIBILITY OR LIABILITY TO YOU FOR ANY SUCH FAILED TRANSACTIONS, OR ANY TRANSACTION OR GAS FEES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH SUCH FAILED TRANSACTIONS.

7. USER ELIGIBILITY

- 7.1. You must be at least 18 years old (or the age of majority in your jurisdiction, if higher) and not be a Prohibited Person to access or use the Services. By using the Platform, you represent and warrant that you meet this age requirement and that you are not barred from using the Services under any applicable law.
- 7.2. For the purpose of these Terms, "**Prohibited Person**" is any person or entity that is:

7.2.1. Listed on:

- (a) Any United States Government list of prohibited or restricted parties, including the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Persons List or Entity List;

- (b) The European Union consolidated list of persons, groups and entities subject to financial sanctions;
 - (c) The United Kingdom Consolidated List of Financial Sanctions Targets; or
 - (d) Any of Switzerland's respective sanctions lists.
- 7.2.2. Located or organized in any United States embargoed countries or any country that has been designated by the United States Government as "terrorist supporting",
- 7.2.3. A citizen, resident, or organized in, the following jurisdictions ("**Prohibited Jurisdictions**"): Abkhazia, Afghanistan, Angola, Belarus, Burundi, Central African Republic, Congo, Cuba, Crimea, Ethiopia, Guinea-Bissau, Iran, Ivory Coast (Cote D'Ivoire), Lebanon, Liberia, Libya, Mali, Burma (Myanmar), Nicaragua, North Korea, Northern Cyprus, Russia, Somalia, Somaliland, South Ossetia, South Sudan, Sudan, Syria, Ukraine (Donetsk and Luhansk regions), United Kingdom, United States, Venezuela, Yemen, Zimbabwe;
- 7.2.4. Otherwise a party with which the Company is prohibited to deal under the laws of the United States, the European Union (or any of its Member States), the United Kingdom; or
- 7.2.5. Owned or controlled by such persons or entities listed in (a)-(d).
- 7.3. By using the Services, you certify that you are not a person or entity described in this section and that you are not using virtual private networks ("**VPNs**"), proxies, or other means to mask your identity or location in order to circumvent these restrictions.
- 7.4. BY ACCESSING AND USING OUR SERVICE, YOU CONFIRM THAT YOU ARE FOLLOWING THESE GEOGRAPHICAL RESTRICTIONS AND THAT YOU WILL NOT ATTEMPT TO BYPASS THEM THROUGH ANY UNAUTHORIZED MEANS.
- 7.5. We may require you to provide additional information and documents regarding your use of the Services, including in case of application of any applicable law or regulation, including laws related to anti-money laundering or for countering the financing of terrorism, or the request of any competent authority.
- 7.6. THE COMPANY MAY UTILIZE CERTAIN TOOLS, SUCH AS IP-BASED GEOFENCING, TO ENFORCE THE ABOVE RESTRICTIONS. BY USING THE SERVICES AND/OR THE PLATFORM, YOU REPRESENT THAT YOU ARE NOT A PROHIBITED PERSON.
- 7.7. IF WE DISCOVER THAT YOU HAVE ACCESSED THE SERVICES FROM A PROHIBITED JURISDICTION OR UNDER FALSE PRETENSES OF ELIGIBILITY, WE MAY TERMINATE YOUR ACCESS TO THE PLATFORM IMMEDIATELY.

8. EUROPEAN UNION USERS

- 8.1. If you are a resident, domiciliary, or national of a Member State of the European Union, you expressly acknowledge and agree that your decision to access and use the Platform is made entirely on your own initiative, without any prior solicitation, marketing,

promotion, or direct communication from the Company or any party acting on its behalf.

- 8.2. The Company does not actively solicit, advertise, or market the Services to persons within the European Union, and has not taken any action that would be considered offering or marketing of services in the European Union under applicable laws and regulations.
- 8.3. By accessing the Platform, you hereby confirm and represent in writing that your use of the Services is based exclusively on your own unsolicited request and initiative, and that you are acting as your own agent and not on behalf of any third party. This confirmation is intended to comply with applicable European Union regulations concerning reverse solicitation.
- 8.4. THE COMPANY MAY, AT ITS DISCRETION AND WHERE REQUIRED BY LAW, REQUEST ADDITIONAL DOCUMENTATION FROM USERS TO VERIFY THE UNSOLICITED NATURE OF SUCH ACCESS.

9. USER'S REPRESENTATIONS AND WARRANTIES

- 9.1. By accessing or using the Platform or Services, you represent and warrant, at all times during your use, that:
 - 9.1.1. You are of legal age in your jurisdiction and in any case, at least eighteen (18) years old, are not a Prohibited Person or accessing the Services from a Prohibited Jurisdiction;
 - 9.1.2. You have the full right, power, and authority to enter into and comply with these Terms;
 - 9.1.3. Your use of the Platform and Services complies with all applicable laws, rules, and regulations, including those relating to anti-money laundering, anti-corruption, counter-terrorism financing, economic sanctions, securities, commodities, tax, and data protection;
 - 9.1.4. You will not use VPNs, proxies, or any similar methods to attempt to circumvent any access restrictions or to conceal your identity, location, or jurisdiction;
 - 9.1.5. You are the lawful and beneficial owner of any Wallet used to access the Services, and you have full control over the cryptographic keys associated with such Wallet. You understand that the Company has no access to or ability to recover your keys or Wallet contents;
 - 9.1.6. You will not engage in or facilitate any activity that interferes with, disrupts, harms, or otherwise negatively affects the integrity or performance of the Platform or any blockchain networks connected to it;
 - 9.1.7. All information and documents you provide to the Company are true, accurate, complete, and not misleading, and you will promptly update such information if it becomes outdated or incorrect;

- 9.1.8. You are not relying on the Company or any of its affiliates for legal, tax, financial, investment, or other professional advice. You understand that the Services are provided solely as described in these Terms and do not constitute investment advice or a financial product offering;
- 9.1.9. You are responsible for any and all taxes, duties, and governmental assessments that you are liable for as a result of your use of the Services or any transactions you conduct via the Platform. Company has no responsibility to withhold or report any amounts to tax authorities, and it is your obligation to report and pay any applicable taxes in the jurisdiction relevant to you.
- 9.1.10. Your use of the Services and any content or data you submit or upload does not infringe or violate the intellectual property rights, privacy rights, or any other legal rights of any third party;
- 9.1.11. You will not interfere with or attempt to gain unauthorized access to any part of the Services, other Users' Wallets, or any related systems or networks;
- 9.1.12. You fully understand and accept all risks associated with the use of blockchain technologies, smart contracts, NFTs, FTLB Token, digital assets, and the decentralized nature of the Services, including those detailed in these Terms; and
- 9.1.13. You acknowledge and accept that a breach of any of the above representations and warranties may result in the immediate restriction, suspension, or termination of your access to the Platform and Services, and may further result in the cancellation of active interactions, deactivation of associated NFTs or features, subject to the technical capabilities of the Platform.
- 9.2. Company reserves the right to require you to provide additional personal or business information and documentation if necessary to comply with legal obligations, such as anti-money laundering, counter-terrorism financing, or sanctions requirements or at the request of a competent authority.
- 9.3. If we have reason to suspect that your Wallet is being used for illegal activities, such as money laundering, fraud, or sanctions evasion, or if you have provided false information, we may request further verification or documentation and/or we may, at our sole discretion, suspend or terminate your access to the Services.

10. PROHIBITED ACTIVITIES

- 10.1. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions, or you have our written permission to do so:
 - 10.1.1. Download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
 - 10.1.2. Duplicate, decompile, reverse engineer, disassemble or decode the Services

(including any underlying idea or algorithm), or attempt to do any of the same;

- 10.1.3. Use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
 - 10.1.4. Use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
 - 10.1.5. Exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
 - 10.1.6. Access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
 - 10.1.7. Attempt to gain unauthorized access to, interfere with, damage or disrupt the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;
 - 10.1.8. Circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services or the computer systems, wallets, accounts, protocols or networks connected to the Services;
 - 10.1.9. Use any robot, spider, crawler or other automatic device, process, software or query that intercepts, "mines," scrapes, or otherwise accesses the Services to monitor, extract, copy, or collect information or data from or through the Services, or engage in any manual process to do the same;
 - 10.1.10. Introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
 - 10.1.11. Submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, filthy, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical or disruptive purposes, or otherwise use the Services in a manner that is obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, hateful, cruel or insensitive, deceptive, threatening, abusive, inflammatory, pornographic, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, defamatory, obscene or otherwise objectionable;
 - 10.1.12. Violate any applicable law or regulation in connection with your access to or use of the Services; or
 - 10.1.13. Access or use the Services in any way not expressly permitted by these Terms.
- 10.2. Company reserves the right to investigate and take appropriate legal action against anyone who, in our sole discretion, is suspected of violating any provision of this Prohibited Activities section. This may include reporting you to law enforcement

authorities, freezing any pending transactions, or terminating your access to the Services as described below.

11. USER'S INTERACTIONS AND CONTENT

- 11.1. The Platform may allow interactions among Users community forums, or other collaborative features. You are solely responsible for your interactions with other Users. Company does not guarantee the identity of any other User or the authenticity of any assets or information another User may provide.
- 11.2. While Company may, in its discretion, facilitate communications or provide a framework for User interactions, we are not responsible for resolving any disputes between Users. If you have a dispute with one or more Users of the Platform, you release Company and its affiliates, and each of their respective officers, directors, employees, and agents, from any and all claims, demands, and damages (actual and consequential) arising out of or in connection with such disputes.
- 11.3. We encourage Users to act in good faith and with transparency. If you believe another User is violating these Terms or acting fraudulently, you may notify us at our contact address below. However, Company is not responsible for policing User behavior in real-time. We may, but have no obligation to, monitor or record any area of the Platform for compliance purposes, but you should not assume that we do so.
- 11.4. If you post any content or submit any material through the Services, you represent and warrant that you have all necessary rights to that content, and that the content is not illegal, confidential, or infringing of third-party rights. You grant Company a limited, royalty-free license to use, display, reproduce, and distribute such content within the scope of operating the Services. Company has the right, but not the obligation, to remove any User-submitted content that we deem to violate these Terms or that we find otherwise objectionable.
- 11.5. We welcome feedback, suggestions, or ideas from Users about how to improve Company ("**Feedback**"). If you choose to submit Feedback to us, you agree that Company is free to use or not use such Feedback at its sole discretion for any purpose, without any compensation or obligation to you.
- 11.6. To the extent you have any rights in the Feedback, you hereby assign all right, title, and interest in and to that Feedback to Company. In any case, you waive any claim that Company misappropriated any of your ideas or improvements included in any Feedback you provide.

12. USER'S RIGHT TO USE SERVICES

- 12.1. We hereby permit you to use the Services for your personal non-commercial use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms.

- 12.2. YOUR ACCESS AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SERVICE OR OTHER ACTIONS THAT COMPANY, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE.

13. GENERAL DISCLAIMER OF SERVICES

- 13.1. Your access to and use of the Services and Platform are at your own risk. The Services are provided on an “as is” and “as available” basis without any warranty of any kind, either express or implied. To the maximum extent permitted by applicable law, Company disclaims all warranties and conditions of any kind, whether express, implied, or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, reliability, and any warranties that may arise out of course of dealing or usage of trade.
- 13.2. No advice or information, whether oral or written, obtained by you from Company or through the Services, will create any warranty not expressly stated herein. Company does not warrant that the Services will be uninterrupted, error-free, or secure; that defects will be corrected; or that the Platform or the servers that make it available are free of viruses or other harmful components. Company does not guarantee any specific results from the use of the Services. We make no warranty that the Platform will meet your requirements or expectations, or that any content provided through the Platform is complete, accurate, or error-free.

14. BLOCKCHAIN AND SMART CONTRACT RISKS

- 14.1. By using Platform, you acknowledge the inherent risks associated with blockchain technology, cryptocurrencies, and smart contracts. Transactions undertaken via the Platform are executed on decentralized blockchain networks, and Company has no control over these networks. Once a transaction is submitted to a blockchain, Company cannot cancel or modify it. The operation of blockchain networks is outside Company’s control, and they are subject to various risks:
- 14.1.1. **Irreversibility.** Transactions on a blockchain are generally irreversible. If you send digital assets to the wrong address or if an unauthorized transaction is executed from your Wallet (e.g., due to your loss of private keys or a security breach), you may lose those assets permanently. Company is not responsible for any losses due to mistaken or unauthorized transactions;
- 14.1.2. **Smart Contract Vulnerabilities.** The Platform may include smart contracts that run on a blockchain. Smart contracts may have vulnerabilities, bugs, or programming errors that could be exploited, leading to partial or complete loss of funds or assets. By using the Platform, you assume all risks associated with interacting with smart contracts. Company cannot guarantee the security or error-free operation of the smart contract code;
- 14.1.3. **Blockchain Disruptions.** Blockchain networks might experience network congestion, high transaction fees (gas fees), reduced speed, or even temporary forks or failures. A surge in activity could delay your transactions or make them more expensive. In extreme cases, vulnerabilities or coordinated attacks could

undermine the normal operation of a blockchain. Company is not responsible for any issues or losses arising from blockchain network problems or attacks;

14.1.4. **Cryptographic Risks.** The underlying cryptography of blockchain networks is generally secure but not infallible. Advances in quantum computing or new cryptographic attacks may pose a risk to blockchain systems, potentially leading to theft or loss of assets if underlying cryptographic assumptions are broken. You acknowledge these potential future risks as well.

14.2. COMPANY DISCLAIMS LIABILITY FOR ANY TECHNOLOGICAL PROBLEMS OR SECURITY BREACHES ASSOCIATED WITH THE BLOCKCHAIN INFRASTRUCTURE OR SMART CONTRACTS USED IN CONNECTION WITH THE SERVICES. COMPANY CANNOT BE HELD LIABLE FOR SOFTWARE BUGS, HACKING INCIDENTS, OR ANY OTHER ISSUES INHERENT IN BLOCKCHAIN TECHNOLOGY (INCLUDING ANY LOSS OF DIGITAL ASSETS).

15. CRYPTOCURRENCY AND DIGITAL ASSET RISKS

15.1. Engaging with cryptocurrencies, NFTs, and FTLB Tokens involves significant risks. By using the Platform, you expressly acknowledge and assume the following risks (among others):

15.1.1. Risk of losing access to cryptocurrency due to slashing, loss of private keys, custodial error or purchaser error;

15.1.2. Risk of mining or blockchain attacks;

15.1.3. Risk of hacking and security weaknesses;

15.1.4. Risk of unfavorable regulatory intervention in one or more jurisdictions;

15.1.5. Risk related to token taxation;

15.1.6. Risk of personal information disclosure;

15.1.7. Risk of uninsured losses;

15.1.8. Risk of volatility;

15.1.9. Risk of liquidity;

15.1.10. Risk of regulatory uncertainty;

15.1.11. Risk of Platform failure; and

15.1.12. Unanticipated risks.

15.2. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE A SUFFICIENT UNDERSTANDING OF THE FUNCTIONALITY, USAGE, STORAGE, TRANSMISSION MECHANISMS AND INTRICACIES ASSOCIATED WITH CRYPTOGRAPHIC TOKENS, NFTS, AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. YOU ASSUME ALL RISKS RELATED TO THE ABOVE AND OTHER

INHERENT RISKS ASSOCIATED WITH DIGITAL ASSETS AND BLOCKCHAIN TECHNOLOGY. COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THESE RISKS.

16. NO INVESTMENT ADVICE; NO BROKERAGE

- 16.1. All information and content provided by Company via the Platform are for informational and community purposes only. Company is not providing advice or recommendations about any digital asset, investment, or trading strategy. Nothing on the Platform should be construed as professional investment, financial, legal, or tax advice. You should consult qualified professionals for advice tailored to your situation.
- 16.2. You acknowledge that Company is not acting as your broker, intermediary, agent, or advisor, or in any fiduciary capacity. Company does not execute transactions on your behalf – we merely provide the tools for you to engage with the blockchain directly. All decisions to buy, sell, hold, or utilize digital assets are made solely by you. You are responsible for determining the appropriateness of any transaction or strategy based on your own objectives and risk tolerance.
- 16.3. Company does not:
 - 16.3.1. Provide investment or trading advice;
 - 16.3.2. Conduct any analysis of digital assets for you as to their suitability; or
 - 16.3.3. Make any statements as to the merit or expected outcome of buying or selling any token or NFT.
- 16.4. Any trading or investment decisions that you make are at your own risk. If Company or its representatives do provide any market-related or project-related commentary, such information is provided merely for transparency and not for the purpose of influencing any investment decision.

17. NO WARRANTY ON CONTENT OR SOFTWARE

- 17.1. Company does not warrant that any content available on the Platform is accurate, complete, reliable, or current. Content may include technical inaccuracies or typographical errors. Additionally, no guarantee is made that any errors in the Services will be corrected.
- 17.2. We also do not warrant that the Services will be compatible with your devices or software. There may be interoperability issues or unanticipated bugs that result from interactions between the Platform and other software or hardware you use (including your Wallet). You assume full responsibility for the selection and use of your hardware, Wallet, and other software to access the Services and understand that you use them at your own risk.
- 17.3. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In such cases, any implied warranties are limited to the minimum scope and duration permitted by applicable law.

18. INTELLECTUAL PROPERTY OWNERSHIP

- 18.1. All content and materials provided through the Services, including the design, graphics, logos, software (excluding open-source components), text, and collective arrangement thereof (“**Platform Content**”), are owned by Company or its licensors and are protected by intellectual property laws, such as copyright, trademark, and trade secret laws.
- 18.2. Company retains all rights, title, and interest in and to its Services and Platform Content, including all associated intellectual property rights. Nothing in these Terms is intended to transfer any such rights to you or to grant you any rights or license to use the Company name or any Company trademarks, logos, domain names, or other brand features, except as expressly permitted by a separate written agreement. You shall not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform Content.
- 18.3. All trademarks, logos, and service marks displayed on the Platform are the property of Company or third parties. The Company logo, and any related names or logos are trademarks owned by us, our affiliates, or licensors. You are not permitted to use these marks without our prior written approval. Any third-party product or service names mentioned on the Platform may be trademarks of their respective owners and are used on the Platform for identification purposes only.

19. TERMINATION AND SUSPENSION

- 19.1. Company may, in its sole discretion, suspend, restrict, or terminate your access to the Services (or certain features of the Services) at any time, with or without prior notice, if we suspect or determine that:
- 19.1.1. You have violated any provision of these Terms or have otherwise engaged in unlawful or improper use of the Platform;
 - 19.1.2. You provided any incomplete, incorrect or false information to us;
 - 19.1.3. Your use of the Services poses a security risk or may subject Company or any third party to liability;
 - 19.1.4. You are a Prohibited Person or are using the Services from a Prohibited Jurisdiction as described above; or
 - 19.1.5. We are unable to continue providing Services to you due to legal or regulatory reasons.
- 19.2. We may also disable or cancel any of your pending transactions or listings in connection with such suspension or termination (if any).
- 19.3. You may terminate these Terms at any time by ceasing all use of the Services. If you wish to ensure complete termination of interactions, you should also disconnect your Wallet from the Platform and, if desired, revoke any permissions your Wallet granted to Company’s smart contracts via your Wallet interface.
- 19.4. Upon any termination of these Terms for any reason:

- 19.4.1. Any rights and licenses granted to you under these Terms will immediately cease;
- 19.4.2. You will stop using the Services; and
- 19.4.3. Any pending transactions or engagements you have initiated on the Platform may be canceled.
- 19.5. Termination of these Terms will not affect any right or obligation which, by its nature or express terms, should survive.
- 19.6. Termination of your access to the Platform will not release you from any liability or obligation incurred prior to the date of termination. Company reserves the right to take appropriate legal action in the event of any breach of these Terms by you prior to termination.

20. LIMITATION OF LIABILITY

- 20.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR DIGITAL ASSETS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OR INABILITY TO USE THE SERVICES, OR ANY INTERACTION WITH THE PLATFORM OR ANY CONTENT OR SERVICES PROVIDED ON THE PLATFORM, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.
- 20.2. COMPANY'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF THE SERVICES SHALL NOT EXCEED THE LESSER OF:
 - 20.2.1. THE TOTAL AMOUNTS PAID BY YOU TO COMPANY AS PLATFORM FEES IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (EXCLUDING ANY THIRD-PARTY FEES OR GAS COSTS), OR
 - 20.2.2. ONE HUNDRED U.S. DOLLARS (USD \$100.00).
- 20.3. THE LIMITATIONS ABOVE APPLY EVEN IF AN EXCLUSIVE REMEDY SET FORTH IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MINIMUM EXTENT PERMITTED BY LAW.

20.4. TO THE EXTENT PERMITTED BY LAW, COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM:

20.4.1. YOUR INTERACTIONS WITH OR RELIANCE ON ANY THIRD-PARTY CONTENT OR SERVICES;

20.4.2. ANY ACTS OR OMISSIONS OF OTHER USERS OF THE PLATFORM (INCLUDING ANY FRAUDULENT OR ILLEGAL CONDUCT BY USERS);

20.4.3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; OR

20.4.4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES (INCLUDING ANY BLOCKCHAIN DELAYS OR FAILURES).

20.5. YOU ACKNOWLEDGE THAT THE COMPANY HAS ENTERED INTO THESE TERMS IN RELIANCE ON THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THESE DISCLAIMERS AND LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY.

21. INDEMNIFICATION

21.1. You agree to defend, indemnify, and hold harmless Company, its parent company, affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

21.1.1. Your use or misuse of the Services or any part of the Platform;

21.1.2. Your violation of any provision of these Terms, any of the Company's incorporated policies or any applicable law or regulation;

21.1.3. Your use of the Services in any unauthorized, illegal, or abusive manner;

21.1.4. Any attempt by you to circumvent geographic restrictions through VPNs, proxies, anonymizers, or other technical means;

21.1.5. Any false or misleading information provided by you, including regarding your identity, location, or eligibility to use the Services;

21.1.6. Your infringement or violation of any rights of a third party, including any intellectual property rights or privacy rights, through your use of the Platform or any content you submit; or

21.1.7. Any fraud, negligence, or willful misconduct committed by you.

21.2. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, without limiting your indemnification obligations with respect to that matter. In such case, you agree to

cooperate with Company's defense of that claim and you will not settle any such claim without Company's prior written consent. You agree to promptly notify Company of any third-party claims for which you believe you owe indemnification under this Section, as failure to do so could prejudice Company's ability to defend the claim.

- 21.3. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 21.4. This indemnity obligation will survive the termination or expiration of these Terms and your use of the Services.

22. GOVERNING LAW AND DISPUTE RESOLUTION

- 22.1. These Terms and any disputes arising out of or related to these Terms, the Services or Platform will be governed by and construed in accordance with the laws of Panama, without regard to its conflict of law provisions.
- 22.2. You and the Company agree that in the event of any dispute between you and the Company, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond.
- 22.3. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against you or Company, as applicable.
- 22.4. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to the Services, any use or access or lack of access thereto, and any other usage of the Platform even if interacted with outside of the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim.
- 22.5. You and the Company agree that any Claim including those not of a contractual nature – arising out of, related or connected to the Services, the Platform, or otherwise, shall be settled by Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force at the time of submission of the notice of arbitration ("**Rules**"). The seat of arbitration shall be Hong Kong. The language of arbitration shall be English. The arbitration shall be conducted by three arbitrators, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause. The parties agree that the arbitral award shall be final and binding upon them and may be enforced in any court of competent jurisdiction. The arbitration proceedings and all related materials shall remain strictly confidential.
- 22.6. Each party shall bear its own fees and costs of arbitration, including its share of the arbitration fees (e.g., filing, administration, and arbitrator fees) as required by the rules of the arbitration provider, except as provided by law or the arbitration provider's rules, or as otherwise provided in the arbitrators' award. The arbitrators may award fees and costs to the prevailing party in accordance with applicable law.

- 22.7. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY EACH AGREE THAT ALL DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU AND COMPANY EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN OR TO BRING A CLASS ACTION OR CLASS-WIDE ARBITRATION AGAINST THE OTHER PARTY.
- 22.8. THE ARBITRATORS DO NOT HAVE THE AUTHORITY TO CONSIDER OR RESOLVE ANY CLAIM OR ISSUE ANY RELIEF ON ANY BASIS OTHER THAN AN INDIVIDUAL BASIS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND COMPANY WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT THE CLAIM SHALL BE BROUGHT EXCLUSIVELY IN AN APPROPRIATE COURT AS SET FORTH IN “GOVERNING LAW” ABOVE.
- 22.9. IF A COURT OF COMPETENT JURISDICTION FINDS THE ABOVE CLASS ACTION WAIVER UNENFORCEABLE OR IF A CLAIM PROCEEDS AS A PUBLIC INJUNCTIVE RELIEF CLAIM AND A COURT DETERMINES THAT THE ARBITRATION PROVISIONS CANNOT APPLY TO SUCH RELIEF, THEN THE DISPUTE MUST BE LITIGATED IN A CIVIL COURT OF COMPETENT JURISDICTION, AND ALL PARTS OF THE ARBITRATION AGREEMENT EXCEPT THE CLASS ACTION WAIVER WILL BE NULL AND VOID.

23. OPT-OUT RIGHTS

- 23.1. You have the right to opt out of binding arbitration within 30 days of the date you first accept these Terms by notifying Company in writing at contact@ftlb.io that you wish to opt out (“**Opt-Out Notice**”). The Opt-Out Notice must include your name, address, and a clear statement that you do not agree to this arbitration agreement. If you opt out of arbitration in this manner, the opt-out will apply only to you; Company will not be bound by the arbitration provisions either. Opting out of arbitration will not affect any other sections of these Terms, such as the class action waiver provisions (which will still apply in litigation) or your agreement to first attempt informal resolution.

24. MISCELLANEOUS

- 24.1. **Entire Agreement.** These Terms along with any documents expressly incorporated by reference, such as our Privacy Policy constitute the entire agreement between you and Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services. You acknowledge that you have not relied on any statement, promise, or representation not expressly contained in these Terms.
- 24.2. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial

disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

- 24.3. **Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or, if such modification is not possible, replaced by a valid and enforceable provision that most closely matches the intent of the original provision.
- 24.4. **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of Company. Any attempted assignment in violation of this provision shall be null and void. Company may freely assign or transfer these Terms (in whole or in part) to any of its affiliates or in connection with a merger, acquisition, reorganization, or sale of assets, or by operation of law or otherwise, and you hereby consent to such assignment.
- 24.5. **No Waiver.** No waiver by Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term, and any failure of Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- 24.6. **Notices.** You agree that Company may provide you with notices or communications electronically, such as by email or by posting them on our Platform. Electronic communications shall be deemed received by you when sent by us or when posted.
- 24.7. **Contact Information.** If you have any questions, concerns, or feedback regarding these Terms or the Services, you may contact us at contact@ftlb.io.

By using the Company Platform, you acknowledge that you have read, understood, and agreed to these Terms of Use. Thank you for contributing to Company's mission of sustainability and community engagement!