

# Terms of Use – UPBOX COMMUNITY

Last Update: July 2024

## UPBOX COMMUNITY – Decentralized Autonomous Community

### 1. THE UPBOX COMMUNITY

1.1 General. Access to and use of UPBOX COMMUNITY is subject to this Agreement. You agree to comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of UPBOX COMMUNITY.

1.2 Offers and Access. UPBOX COMMUNITY offers a variety of services and opportunities under the UPBOX COMMUNITY brand, accessible through our website or an approved third-party provider. Some offers may require you to create an account, enter a valid payment method, and select a paid plan.

1.3 Third Party Content and Services. Certain offerings allow you to access and use third-party content, products or services. Your use of any Third-Party Content and Third-Party Services is at your own risk. UPBOX COMMUNITY does not guarantee, endorse or recommend such content or services for any specific purpose.

1.4 Support. UPBOX COMMUNITY may provide technical or product support, information, advice or guidance. All support is deemed reliable, but we do not guarantee its accuracy or completeness. You use such support at your own risk.

### 2. Changes

2.1 In Offers. We may change or discontinue any UPBOX COMMUNITY offering, or change features, from time to time. We will make reasonable efforts to communicate any discontinuation of an offer through the website or communication channels.

2.2 In this Agreement. We reserve the right to modify or replace any part of this Agreement at any time. It is your responsibility to periodically check the Agreement for changes, although we will make reasonable efforts to communicate material changes.

### 3. Your Responsibilities

3.1 Use of Offerings. You are responsible for all activities related to use of the Offerings, whether or not authorized by you, your employees or third parties.

3.2 Security and Backup. You are responsible for properly configuring and using the Offerings and ensuring the security of your accounts and content, including the use of encryption.

3.3 API Login and Authentication Credentials. Credentials provided by UPBOX COMMUNITY are for your exclusive use and cannot be sold, transferred or sublicensed.

### 4. Fees and Payment

4.1 Publicly Available Offers. Some offerings may be free, including those that require a paid plan for licensing fees above a certain usage threshold. These terms apply to all offers, whether free or paid.

4.2 Offer Fees. If an offering does not require a paid plan but does include licensing fees, these will be charged as described on the website or user interface.

4.3 Taxes. Each party is responsible for identifying and paying all taxes and government charges applicable to transactions and payments under this Agreement.

### 5. Temporary Suspension; Limiting API Requests

5.1 General. We may suspend your access to or use of any offering if we determine that your use poses a security risk, may negatively impact our systems, subject us to liability, or is unlawful.

5.2 Effect of Suspension. During suspension, you remain responsible for all fees incurred and are not entitled to credits for fees during the period of suspension.

5.3 Limiting API Requests. We may limit your API requests if your usage exceeds the limit specified in your paid plan or as described on the website or user interface.

### 6. Term; Termination

6.1 Term. For offers subject to a paid plan, this Agreement begins on the effective date and remains in effect until terminated under this section or by separate agreement.

6.2 Termination. (a) Termination for Convenience. If you are not on a paid plan, you may terminate this Agreement by ceasing to use the offer. For paid plans, UPBOX COMMUNITY may terminate this Agreement upon 30 days prior written notice.

(b) Termination for Cause. Either party may terminate this Agreement for cause if the other party materially breaches this Agreement and the breach remains uncured for 30 days after notice of breach.

## 7. Property Rights

7.1 Your Content. Except as provided in this section, we obtain no rights to your content; however, you consent to our use of your content in accordance with the purpose of using the Offerings.

7.2 License Offerings. We or our licensors own all rights in the Offerings and their intellectual property rights. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Offerings pursuant to this Agreement.

## 8. Compensation

8.1 General. You will defend, indemnify and hold harmless UPBOX COMMUNITY, its affiliates and licensors, and their respective employees and representatives from any losses arising from claims relating to (a) your violation of this Agreement or applicable laws; or (b) disputes between you and your customers or users.

## 9. Exemptions; Scratches

9.1 Exemption. Offers are provided "as is". UPBOX COMMUNITY makes no representations or warranties of any kind regarding third-party offerings, third-party content, or third-party services.

9.2 Risks. Our offerings depend on emerging technologies. By using the Offerings, you acknowledge and accept these risks and represent that you are financially and technically sophisticated enough to understand the risks inherent in using blockchain and cryptography-based systems.

## 10. Disclaimer

10.1 Exemption. UPBOX COMMUNITY disclaims any aggregate liability related to this Agreement.

10.2 Exclusion of Consequential and Related Damages. Neither party will be liable for lost profits, revenue, goodwill, or indirect, special, incidental, consequential or punitive damages.

## 11. Miscellaneous

11.1 Assignment. You will not assign or transfer this Agreement or any of your rights and obligations without our prior written consent.

11.2 Complete Agreement and Modifications. This Agreement, including the policies by reference, is the entire agreement between the parties relating to its subject matter.

11.3 Force Majeure. Neither party will be responsible for delays or failures in performance of any obligation under this Agreement due to causes beyond its reasonable control.

## 12. Definitions

1. "Acceptable Use Policy" means the policy set forth below, as updated from time to time.

2. "API" means application program interface.

3. "API Requests" has the meaning set forth in Section 5.3.

4. "Base Fees" has the meaning set forth in Section 4.2.

5. "Content" means any data, text, audio, video, images, software and documentation.

6. "Digital Assets" means any digital asset representing value based on a cryptographic protocol.

7. "End User" means any individual or entity that uses your content or the offerings under your account.

8. "Losses" means any claims, damages, losses, liabilities, costs and expenses.

9. "Our Content" means any software, data, text, audio, video, images or documentation offered in connection with the Offerings.

10. "Trademarks" means any trademarks, trade names, logos and other designations of UPBOX COMMUNITY and its affiliates.

11. "Order" means a request for offers executed via an order form directly with UPBOX COMMUNITY.

12. "Offerings" means products and services offered by us or our affiliates.

13. "Policies" means the Acceptable Use Policy, Privacy Policy, supplemental policies or addenda applicable to any service provided.

14. "Privacy Policy" means the privacy policy located at [privacy policy link], as updated from time to time.

15. "Termination Date" means the effective date of termination as notified in accordance with Section 6.

## Appendix 1 - Additional Offers

1. Staking Services When you have supported digital assets in your UPBOX COMMUNITY wallet, you can choose to license our software to "stake" those assets on a proof-of-stake (PoS) network.

1.1 General. Through UPBOX COMMUNITY Staking, you can stake specific assets to receive rewards for securing PoS networks by delegating to a validator node operated by UPBOX COMMUNITY or a third party.

1.2 Staking Rewards and Fees. If you stake your assets, the validator node will act as a transaction validator on the applicable PoS network. If you successfully validate a block of transactions, you can receive rewards and UPBOX COMMUNITY a service fee.

1.3 Non-Custodial. UPBOX COMMUNITY operates non-custodial services and does not have access to the security keys that allow access to funds and staking rewards.

1.4 Disclaimer and Slashing. Staking is provided "as is". UPBOX COMMUNITY is not responsible for any failure of supported blockchain networks to transfer rewards or slashing risks.

1.5 Suspension, Termination and Withdrawal. You can undo your stake at any time. The process can take hours or days to complete, depending on the protocol and processing queue.

1.6 No Guarantee of Rewards. UPBOX COMMUNITY does not guarantee receipt of staking rewards. The successful transfer of rewards depends on PoS networks and is not under the control of UPBOX COMMUNITY.