

Terms of Use

WeatherXM Network (**Association, We**), a not-for-profit association established and registered under Swiss law develops a decentralized network of weather stations (**WeatherXM Network**) that rewards people for generated weather data from weather stations they operate and maintain.

The terms of use govern the relationship between the Association and weather station owners (**You, User**).

1. Definitions

1.1. These definitions apply in this Agreement.

Agreement: the agreement as defined in clause 2.1.

Association: A not-for-profit association established and registered under Swiss law.

Services: The Association's provision of a framework enabling Users to operate Weather Stations for the generation of Weather Data, to participate in the WeatherXM Network, and earn rewards by sharing the Weather Data to the Association.

Tokens: \$WXM tokens issued by the Association and used within the WeatherXM ecosystem.

Weather Data: Data generated by Weather Stations and shared with the Association.

Weather Station: A device operated by the User that meets the Association's specifications for generating weather data.

Weather Station Providers: Third party providers who sell or provide Weather Stations to Users.

Mobile App: Third-party software that complies with the Association's specifications, used for managing Weather Stations and claiming rewards.

1.2. The words “including”, “include”, “such as”, and words of similar effect are made on a non-exhaustive and without limitation basis.

2. Entire agreement and other applicable terms

2.1. The Terms of Use together with the applicable **Privacy Policy** (available at []), which is hereby fully incorporated by reference, govern your access and use of the Services. Together, they are referred to as Agreement.

2.2. Other than any terms and policies that we explicitly refer to in these Terms of Use to apply, you agree that no other terms apply or are herein incorporated, either express or implied by law, trade custom, practice, or course of dealing. You also acknowledge that the Agreement is the entire agreement between you and us in relation to the Services. You acknowledge that you have not relied on any statement, promise, representation, or warranty that is not set out in the Agreement.

- 2.3. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or update our Services. We will give you at least [30] days' notice of any change by sending you an email. If you do not accept the notified changes, you will not be permitted to continue to use the Service.
- 2.4. By accessing and/or using all or part of the Services, you acknowledge that you have read, understood, and agree to be bound by the Agreement. If you do not agree with all or part of the Agreement, please do not access, browse or use all or part of the Services.
- 2.5. If you no longer agree with the Agreement, you must discontinue the use of our Services.

3. Use of Services

- 3.1. Services allow you to participate in the Association's decentralized weather network by generating Weather Data through a Weather Station you have acquired from Weather Station Providers.
- 3.2. The Association grants you a personal, worldwide, royalty-free, non-assignable, non-transferable, and non-exclusive right to use Services and participate in the Weather XM Network solely for your personal, private, and non-commercial use, subject to the terms of this Agreement.
- 3.3. The Services are offered for users who are at least 18 years old. Users under the age of 18 are not permitted to use the Services without the consent of a parent or legal guardian. However, access to the Services is not limited to adults as the Services do not incorporate content prohibited for persons under the age of 18.
- 3.4. The Services do not intentionally collect or use personal information relating to persons under the age of 18. By registering, accessing, or using the Services, you acknowledge that the information provided, including your age or the consent of a parent or legal guardian, is accurate and complete.

4. Requirements for using Services

- 4.1. To participate in the WeatherXM network and use the Services, you must register an account (**User Account**) through the Mobile App and connect your Weather Station to your account. You must also link your Ethereum wallet address to your account to receive rewards.
- 4.2. The User Account registration process is handled exclusively by the Mobile App providers. We do not in any way participate in the registration process or process any data for your account creation.
- 4.3. Each Weather Station will obtain a unique identification code that will be connected to the User Account and your Wallet.
- 4.4. The Association reserves the right, without liability or prejudice to its other rights, to disable your participation in the WeatherXM Network, or access to, or use of, the Services in case:

- a) you violate the terms of the Agreement, or any applicable, law, regulation, and rule,
- b) we are notified by the Mobile App provider or Weather Station Providers (if different than the Mobile App provider) that you have breached any terms of your agreement with them in relation to your use of the Mobile App or Weather Stations,
- c) if we believe that your continued participation in the network and use of the Services might harm our reputation, or
- d) if we suspect, know, or are notified that your User Account or Wallet has been compromised.

4.5. You acknowledge, agree, and accept that you will not be able to access and use the Services, participate in the WeatherXM Network, and earn rewards if your Weather Station and/or Mobile App no longer meet the Association's specifications. The Association retains sole discretion to determine whether Weather Stations or Mobile Apps meet its specifications. Without limiting any other liability provisions in this agreement, you waive all claims and liability against the Association arising from its determination that any Weather Station or Mobile App fails to meet these specifications.

5. Weather data and weather data ownership

5.1. By connecting your Weather Station to the Mobile App, you agree to share all generated Weather Data exclusively with the Association. The Association will reward you in Tokens for the qualifying Weather Data generated by your Weather Station, based on Clause 10.1.

5.2. All rights, title, and interest in, and all intellectual property rights, including but not limited to copyright, trademark, patent, and any other proprietary rights in, the Weather Data shall irrevocably and exclusively belong in full to the Association upon generation. You agree to take all necessary actions and execute any documents the Association may request to confirm the Association's exclusive ownership of the Weather Data.

5.3. The Weather Data shall be shared automatically from the moment of its generation to the Association without any further action from you.

5.4. You acknowledge and agree that you have no rights whatsoever to the Weather Data except as explicitly provided in these Terms. Nothing in this agreement shall be deemed to give you any rights in the Weather Data, save for your limited right to use the Weather Data in accordance with clause 6.1.

6. Data Use Rights and Prohibition

6.1. You are merely permitted to use the Weather Data on a non-commercial basis, subject to the terms of an open licence available at [..]. You are prohibited from using the Weather Data in any other way.

6.2. Without prejudice to the generality of clause 6.1, you are **strictly prohibited** from renting, leasing, sub-licensing, lending, selling, re-selling, transferring, assigning, providing, or otherwise making

available any Weather Data (wholly or in part) to any person whatsoever, or using the Weather Data on a commercial basis.

6.3. You acknowledge, agree, and accept that the Weather Data will be shared **exclusively** to the Association to the exclusion of any other party whatsoever.

7. Intellectual Property

7.1. The Services contain all types of information and material, including but not limited to software, text, graphics, communications, measures, tests, results, opinions, photographs, drawings, profiles, messages, notes, websites links, music, video files or other animated or non-animated images, designs, music, audio files or other sounds, reports, charts and data files, and any other content, either owned by or licensed to Association by any third party (collectively, **Material**). For the avoidance of doubt, the term Material contains the Weather Data displayed on the Mobile App.

7.2. The Services and Material are protected by applicable intellectual property laws and regulations. You acknowledge and agree that Association (or its licensors) own all rights, title, and interest in and to the Services and Material, including any intellectual property rights which cover the Services and Material (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Association and that you shall not disclose such information without Association's prior written consent.

7.3. The Association grants you a personal, worldwide, royalty-free, non-assignable, non-transferable, and non-exclusive licence to use the Material provided to you as part of the Services for the purpose of using the Services in the manner outlined in these Terms and, in any case, for your private, personal, non-commercial use. You shall not, nor shall you permit anyone else to, copy, reproduce, modify, translate, broadcast, perform, display, distribute, transmit, frame, republish, download, display, perform, post, transmit, sell, use commercially, create a derivative work, reverse engineer, decompile or otherwise attempt to extract any code from the Services, and Material, unless the Association has provided prior written consent. You agree not to use any data mining, robots, scraping, or similar data gathering methods.

7.4. No other use is permitted without the Association's prior written consent. You must retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material if such is expressly permitted by these Terms.

7.5. The trademarks, logos, domain names and other identifying elements of Association (**Association Trademarks**) used and displayed on those Services are owned by or legally held by the Association. Other products and service names available through the Services may be owned by third parties (**Third-Party Trademarks**, and, collectively with Association Trademarks, the **Trademarks**). Apart

from the licenses and rights hereby expressly granted as part of these Terms of Use, nothing in the Services, Material or in these Terms of Use should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks displayed on the Services, without the prior written consent of Association. The Trademarks may not be used to disparage or harm in any manner the Association or the applicable third-party, Association's or third-party's products or services, or in any manner. Use of any Trademarks as part of a link to or from any web site is prohibited without the Association's prior written consent. All goodwill generated from the use of any Trademarks shall inure to the Association's or Trademark owner's benefit.

8. User Restrictions

8.1. You shall not access, store, distribute, upload, submit or transmit any material during your use of the Services, that:

- a)** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
- b)** facilitates illegal activity;
- c)** depicts sexually explicit images;
- d)** promotes unlawful violence;
- e)** is discriminatory based on race, sex, gender, colour, religious belief, sexual orientation, disability;
- f)** is otherwise illegal or causes damage or injury to any person or property; or
- g)** infringes the rights, including the intellectual property rights, of any third party

8.2. You shall not:

- a)** Except as may be allowed by any applicable law which cannot be excluded by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i)** attempt to copy, modify, duplicate, create derivative works from, frame, mirror, public or republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means;
 - (ii)** attempt to de-compile, decipher, reverse compile, disassemble, reverse engineer, or otherwise reduce to human intelligible or readable form all or any part of the Services or any software comprising or making up the Services, or attempt to derive source code or other trade secrets relating to the Services or such software;

- b) use the Services or allow access to the Services in a way that breaches or circumvents or contravenes any restrictions or that exceeds its authorised use as set forth in the Agreement;
- c) licence, sub-licence, sell, re-sell, rent, lease, transfer, assign, distribute, time share, commercially exploit, or otherwise make any part of the Service available for access by third parties except as otherwise expressly provided in the Agreement;
- d) access all or any part of the Services in order to build, develop, or operate a product or service, or build, develop or operate, or attempt to build, develop, or operate a product or service which competes with the Services;
- e) use the Services to provide services to third parties, unless otherwise expressly provided in the Agreement;
- f) attempt to obtain, or assist third parties in obtaining, access to the Services;
- g) take any action that imposes an unreasonable load on the Services' infrastructure;
- h) use the Services to create, use, send, store, or run any virus or other harmful codes, files, scripts, agents, or programs;
- i) use any device, software, or routine to interfere, disrupt, or attempt to interfere or disrupt with the proper working, integrity, operation, performance, or use or enjoyment by others of the Services or any activity conducted on the Services;
- j) frame or link to any of the materials or information available on the Services; and/or
- k) use the Services in a way that violates, infringes, or contravenes the rights of a third party that have to do with, among others, contract, intellectual property, publicity, privacy, or confidentiality.

9. User Obligations

9.1. You shall:

- (a) without affecting your other obligations under this agreement, comply with all applicable laws and regulations;
- (b) ensure that the Services are used in accordance with the terms and conditions of the Agreement;
- (c) ensure that your network and systems comply with any relevant specifications that may be provided by the Association from time to time; and

(d) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to the Association's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

9.2. Switzerland and other countries control the export of certain products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Material or part of the Services to countries or persons prohibited under the export control laws. By accessing the Services, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You shall be liable for compliance with the laws regarding the import, export, or re-export of the Material or any part of the Services.

9.3. You must use the Mobile App and Weather Stations in compliance with the applicable terms and conditions as provided by the applicable third-party providers.

9.4. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Association.

10. Rewards

10.1. Users will be rewarded for the Weather Data generated through their Weather Station and shared with the Association that complies with the quality standards implemented by the Association in its sole discretion.

10.2. The rewards will be in Tokens. The rights, conditions, and terms that govern said tokens are available in the relevant whitepaper accessible via [website].

10.3. To enable the receipt of Tokens:

- a)** you must set your Wallet that will be connected to your User Account in the Mobile App. The Wallet must be under your control, and you are solely responsible for ensuring this. The Wallet is generated outside the Services. You will be subject to the applicable terms and policies of any provider enabling you to create your Wallet. The Association may provide instructions for the creation of such a Wallet, but it is not obligated to do so.
- b)** you must, without undue delay, share with the Association any information that the Association may request, such as your User Account, Wallet, Weather Station unique identification code, or other relevant information.
- c)** you must pay the applicable blockchain network transaction fees.

- 10.4.** Annex 1 provides details about the method of allocating the reward tokens to Users. The Association may in its sole discretion change the reward allocation method after providing relevant written notice to you.
- 10.5.** You are solely responsible for creating and connecting a Wallet to your User Account. Your Wallet will be used to allocate or claim rewards. You will not be able to receive token rewards otherwise.
- 10.6.** The Association bears no responsibility for any failure to receive or claim rewards due to any reason outside the Association's control, such as technical failure to the Wallet's operation or the corresponding blockchain network, failure to connect your Wallet to your User Account and/or you personally, inability to control or access your Wallet, failure or delay in sharing the required information with the Association, or non-compliance with the reward allocation method outlined in Annex 1.

11. Third Party Providers

- 11.1.** You acknowledge and agree that the Association may rely on the services of third parties for the performance of its obligations under this agreement. Without limiting any other clause in this agreement, the Association excludes any guarantee or liability for services provided by third parties and may not be held liable for the delayed delivery of services provided by third parties.
- 11.2.** You acknowledge and agree that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. The Association makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into, and any transaction completed via any third-party website is between you and the relevant third party, and not the Association. The Association recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Association does not endorse or approve any third-party website nor is the content of any of the third-party websites made available via the Services.

12. Weather Station Providers and Mobile App providers

- 12.1.** You acknowledge and agree that the generation of Weather Data that may qualify you for rewards is conditioned upon:
- a) the operation, connection, and quality of the Weather Station.
 - b) the Weather Station meeting the Association's specifications.
 - c) the Mobile App meeting the Association's specifications.

- 12.2.** You are solely responsible for acquiring, obtaining, installing, placing, maintaining, configuring, updating, fixing, or otherwise procuring the continued operation and quality of the Weather Station and Mobile App, and for monitoring the Weather Station's and Mobile App's continued eligibility for the Association's network.
- 12.3.** The Association bears no responsibility in relation to Weather Stations and Mobile Apps and does not sell or provide any such stations or apps to Users. The purchase, acquisition, maintenance, download, and any other transaction in relation to your Weather Station and Mobile App are made and governed between you and the respective Weather Station Provider and Mobile App provider. The Association's sole responsibility is to establish the specifications that weather station manufacturers, producers, sellers, and weather stations, and mobile app providers, or licensors and mobile app, must meet to qualify you for participation in the WeatherXM Network and earning rewards.
- 12.4.** The Association's specifications do not assure the functionality of any Weather Station or Mobile App, and we are not responsible for their operation. The fact that a Weather Station, Weather Station Provider, Mobile App, or Mobile App provider meets the Association's specifications does not imply endorsement by the Association; it simply signifies their eligibility to participate in our network.
- 12.5.** The Association does not guarantee that the Weather Station you have obtained or the Mobile App you have downloaded meets or will continue to meet the Association's specifications. It is in the Association's sole discretion to remove any manufacturer, producer, or seller of weather stations, and any weather station, and any Mobile App and Mobile App provider or licensor from its eligibility list at any time.

13. Warranties

- 13.1.** Except as expressly stated in these Terms, all warranties, conditions, and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 13.2.** Without limiting the effect of clause 13.1, the Association does not warrant that:
- (a) the Services will be free from error or interruption;
 - (b) the Weather Data will be of such quality that will entitle you to any reward;
 - (c) that the Material is accurate, complete, reliable, secure, useful, fit for purpose or timely; and
 - (d) your location or other conditions are appropriate for the generation of Weather Data.
- 13.3.** You acknowledge and agree that the Services are provided "as is".

14. Indemnification

14.1. You will defend, indemnify, and hold harmless the Association, its affiliates, licensors, and Representatives from and against any loss, damage, liability, claim, or demand, including reasonable attorney's fees and expenses, made by any third party which arises as a result of:

- a) your violation of this agreement, including any data restrictions;
- b) your violation of any applicable laws, regulations, and rules;
- c) your violation of any third-party rights, including intellectual property rights;
- d) your use of Weather Stations and Mobile App; and
- e) your use of the Services, Material, and any Weather Data.

14.2. Notwithstanding clause 14.2, the Association reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Association, and you agree to cooperate, at your expense, with the Association's defense of such claims. The Association will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

15. Limitation of Liability

15.1. Neither party excludes or limits liability to the other party for any matter in respect of which it would be unlawful for the parties to exclude liability.

15.2. Subject to clause 15.1, the Association, its employees, officers, contractors, subcontractors, representatives and advisers, and its affiliates (**Association Parties**) shall not in any circumstances be liable to you or any third party whatsoever, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- a) any loss (whether direct, indirect, or consequential) of profits (or anticipated profits), business, business opportunities, economic loss, anticipated savings, contracts, revenue, turnover, reputation, or goodwill;
- b) any loss of operation time, loss of, damage to, or corruption (whether direct, indirect, or consequential) of data or information or software;
- c) loss (whether direct, indirect, or consequential) of anticipated savings or wasted expenditure (including management time); or
- d) any special, indirect, incidental, punitive, or consequential loss, costs, damages, charges, or expenses,

however arising under this agreement, in relation to your participation in the WeatherXM Network, in relation to your use of the Services, or your acquisition, download, or use of the Weather Station and Mobile App.

15.3. The Association Parties shall not be subjected to liability for the truth, accuracy, reliability, or completeness of the Material, Weather Data, and Services, or any other information conveyed to you, or for errors, mistakes, or omissions, or for any delays or interruptions of the Services, data, or information stream from whatever cause.

15.4. You agree that the Services and Material (including Weather Data) do not constitute or offer advice on which you should rely. You agree that your use of, or reliance upon, the Services and Material (including Weather Data) is at your own discretion and risk.

15.5. The Association assumes no liability whatsoever for the Weather Stations and Mobile Apps. These are provided by third party vendors.

15.6. In some countries, the applicable law does not allow certain of the above limitations or exclusions, in which case they may not apply to you. In such countries, the Association Parties' liability shall be limited to the greatest extent permitted by law.

15.7. You agree that you use the Services and Material and engage in the reward scheme at your own risk. Notwithstanding the generality of the foregoing, you acknowledge and agree the following risks:

- (a) The reward tokens are stored in the Wallet, and they exist by virtue of the ownership record maintained in the Ethereum network. The transaction transferring the reward token to your Wallet occurs on the decentralised ledger within the Ethereum network. The Association has no control over and makes no warranties or promises in relation to the Ethereum network.
- (b) The reward tokens transferred to your Wallet can become corrupted and links associated with those tokens can disappear. You may lose ownership and/or access to the reward tokens.
- (c) The transaction fees for the transfer of the reward tokens may increase.
- (d) Ethereum and the reward tokens could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of the Association to continue to develop or operate the Mobile App or the reward mechanism as provided in these Terms.

16. Termination

16.1. These Terms of Use will continue to apply until terminated by either you or the Association as set out below.

16.2. If you want to terminate your agreement with the Association, you may do so by:

- (a) giving prior written notice the Association at any time via email at ga@weatherxm.network, or
- (b) closing your User Account.

16.3. The Association may, at any time, terminate its agreement with you upon written notice with immediate effect if:

- (a) you have breached any provisions of these Terms of Use or any applicable law, rule, and regulation (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use any applicable law, rule, and regulation); or
- (b) the Association is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (c) the Association is transitioning to no longer providing the Services to users in the country in which you are a resident or from where you use the Services, for example in the Association's sole discretion, a service is no longer commercially viable.
- (d) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- (e) Clauses 2 (Use of the Services), 13 (Warranties), 14 (Indemnification), 15 (Limitation of Liability), 16 (Termination), and Clauses 17 - 23 shall survive the termination of this Terms of Use.

17. Personal Data Protection

17.1. The Weather Data you share with the Association may contain personal data. The Association undertakes to process such data in accordance with the Privacy Policy [link] and all applicable data protection laws.

17.2. For reasons relating to transparency and monitoring and consistent with the decentralised nature of the WeatherXM Network, the Association reserves the right to publish any part of the Weather Data and Users' reward balance online. To the extent that any such data contains personal data, the Association will ensure that it makes any such publication on legal grounds and in accordance with applicable data protection laws and its Privacy Policy.

17.3. The Association might share Weather Data with weather service providers to enable the development of products and services. The Association typically aggregates data that derives from your personal data before sharing it with such providers. Such aggregated data will not be considered personal data in law, as it will not directly or indirectly reveal your identity. However, if the Association combines or connects or allows the combination or connection of aggregated data with your personal data so that it can directly or indirectly identify you, the Association shall treat the combined data as personal data. In such case, the

Association will process such data in accordance with the Privacy Policy and procure that third-party weather service providers also treat such data as personal data.

18. Force Majeure

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

19. Assignment

19.1. This Agreement is personal to you, and you shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Association.

19.2. You confirm that you are acting on your own behalf and not for the benefit of any other person.

19.3. The Association may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement.

20. Waiver

20.1. A waiver of any right or remedy is only effective if given in writing.

20.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Variation

Except as expressly provided in this agreement, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. Severance

- 23.1. If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 23.2. If any provision or part-provision of this agreement is deemed deleted under clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. No partnership or agency

- 24.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 24.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Notice

- 25.1. Any notice required to be given under the Agreement shall be in writing and shall be delivered by email to the other party's email address as provided by you to the Association and as it appears on the Association's website.
- 25.2. A notice sent by email shall be deemed to have been received at the time of transmission.

26. Governing Law and Jurisdiction

- 26.1. These terms are governed by Swiss law.
- 26.2. The courts of the Canton of Zug (Switzerland) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

Annex 1 – Reward Mechanism